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<td>a.</td>
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<td>b.</td>
<td>BOT 2/19/2019 Work Session Minutes</td>
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<td>c.</td>
<td>BOT 2/26/2019 Regular Meeting Minutes</td>
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<td>d.</td>
<td>Liquor License Renewal – Pour House</td>
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<td>Liquor License Renewal – The Beat</td>
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<td>f.</td>
<td>Liquor License Renewal – Pop’s Liquors</td>
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<td>g.</td>
<td>Modification of Premises/Revocable License Agreement – Allegria</td>
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<td>Resolution No. 5, Series of 2019 – Senior Housing Grant</td>
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<td>i.</td>
<td>Garfield County Intergovernmental Agreement – Mosquito Control</td>
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<td>j.</td>
<td>Garfield County - Memorandum of Understanding – Senior Programs</td>
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<td>k.</td>
<td>Bike/Pedestrian/Trails Commission – Recommendation for Appointment</td>
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<td>Carbondale Crystal River Restoration and Weaver Ditch Efficiency Project Grant</td>
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<td>Persons Present Not On The Agenda</td>
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<td>7. Special Event Liquor License – Blue Lake Preschool</td>
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<td>7:00</td>
<td>8. Special Event Liquor License – Colorado Animal Rescue</td>
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<td>7:05</td>
<td>9. Special Event Liquor License – 5 Point Film Festival</td>
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<td>a. Steve’s Guitars</td>
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<td>b. Town Hall Parking Lot</td>
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<td>c. Carbondale Recreation Center</td>
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<td>d. Carbondale Arts</td>
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<td>7:20</td>
<td>10. Continued Public Hearing – Renewal of Retail Marijuana Store License – Tumbleweed</td>
<td>ATTACHMENT Q BOT Action Desired Continue to 4/9/19</td>
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<td>Applicant: Tumbleweed Carbondale, LLC</td>
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<td>11. CLEER – Review and Approval of the 2019 Energy Plan</td>
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<td>13. Executive Session</td>
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<td><em>discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a)</em></td>
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<td>9:00</td>
<td>14. Minutes/ Correspondence</td>
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<td>a. Community Request Thank You Letter</td>
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<td>b. Planning and Zoning 2/14/19 Minutes</td>
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<td>c. Bike/Pedestrian/Trails Commission 2/4/19 Minutes</td>
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* Please note: times are approximate
TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 03.12.2019

DISCUSSION: The accounts payable include $6,530.96 to R & A Enterprises for replacement of some Town Hall light fixtures to energy efficient. $12,668.00 to Roaring Fork Engineering for Red Hill design, plans, and engineering. $36,415.53 to Potestio Brothers Equipment for the Ventrac Tractor.

The payroll for 2.22.19 was $157,275.11. Tax liability for the town was $9,177.15. Pension and Retirement liability was $10,093.14.

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

Renae
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**Payment Approval Report - by GL No**  
MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
FEBRUARY 19, 2019

Mayor Dan Richardson called the Board of Trustees Work Session to order on February 19, 2019, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Dan Richardson

Trustees
Marty Silverstein
Lani Kitching
Erica Sparhawk
Ben Bohmfalk
Luis Yllanes
Heather Henry

Staff Present
Town Manager
Jay Harrington

Town Clerk
Cathy Derby

MOBILITY DISCUSSION

Jason White of RFTA gave a brief overview of their bus system. The BRT is the main station in Carbondale. They re-organized the local route which became the circulator bus. If the Town would like to change the core route there would probably be an additional cost to the Town.

Mayor Richardson stated there are three topics he would like addressed tonight: access to transportation, ways to reduce pollution and vehicle impacts (congestion).

Ron Kokish and Nicki Delson, representing the Carbondale Age Friendly Community Initiative, stated that Carbondale seniors don’t have much of a voice. The purpose of the Initiative is to give seniors a voice in the community, find ways to help one another, make community contributions, etc.

The Initiative identified the following mobility problems for seniors: sidewalk clearance/interference, bike/pedestrian/auto conflicts, lack of benches in town, unsafe intersections, and lack of accessibility to the circulator bus.

Darryl Fuller, Chair of the Bike/Pedestrian/Trails Commission stated that different use groups have different needs. If you make trails, sidewalks and streets safe for bikers they become safe for pedestrians as well. The Commission has identified priority corridors designed to be multi-modal.
Trustee Meeting Minutes
February 19, 2019

WECYCLE

Mirte Mallory and Kellyn Wardell of WeCycle gave an overview of the WeCycle program and the following points were made:

- The bike share program is designed to be a first and last mile connector
- The program offers flexibility
- The main goals are to reduce congestion and pollution
- They serve a larger demographic, more inclusive of different types of bikers, including the Latino community
- It’s not a bike rental company, most trips are 30 minutes
- Carbondale is the most requested location for expansion – they did an initial scoping and feasibility study and they believe Carbondale should have 25-27 docking stations
- They have a staff that redistributes the bikes to various stations
- 90% of WeCyclers own a bike

RFTA

RFTA employee Jason White gave an overview of the Para Transit Program Garfield County Traveler. The system is funded by Garfield County and RFTA. It’s an on demand transportation system which comes to your door. You have to qualify and the system is not as flexible as the circulator bus. According to Jason, the vans are “spread thin”.

Nicolette Toussaint addressed sidewalk clearance/interference. She stated in the past she has contracted to have her sidewalk cleared of snow and no one shows up. She asked if the Town could organize a registry of people who clear sidewalks. She also told the Board that she searched the Town’s website for information on senior services and the website is void of information. Trustee Sparhawk asked if Town staff can shovel sidewalks and bill the residents. Jay responded that we only have a staff of four.

Discussion ensued on the circulator bus.

Trustee Henry asked if RFTA can provide a baseline for demand for Travelers and the circulator bus. Yes, RFTA will provide data.

Trustee Silverstein stated that he would like to change the circulator bus route. He suggested eliminating the downtown stops and adding stops on Highway 133. Jay noted that there are not many safe places for a bus to stop on Highway 133 and constructing new bus stops is extremely expensive. The Board asked how do we test the market, should we do a needs survey?
BIKE/PEDESTRIAN/TRAILS COMMISSION

The Board had a check-in with the Bike/Pedestrian/Trails Commission (B/P/T). The following key points were made:

- They believe WeCycle will have an environmental impact reduction by getting people out of their cars; it fits who we are as a Town
- Mayor Richardson would like the B/P/T to make a formal recommendation on bringing WeCycle to Carbondale
- B/P/T is working on the following tasks: a handbook which consolidates their work flow, addressing walkability issues that will support pedestrians and seniors, and they are re-applying for Bicycle Friendly Community status.

Nicki addressed the mobility problems identified by the Carbondale Age Friendly Community Initiative.

Sidewalk clearance/interference/encroachment

Mobility on 8th Street is very problematic. She has experienced the following: cars parking on the sidewalk, grass, fences, cars and tree branches encroaching on the sidewalks, unshoveled sidewalks and sidewalks that end and there is nowhere to go.

The seniors at Crystal Meadows have problems with bikes riding on the sidewalks.

The seniors would like benches installed on the Cowen to ditch trail.

The lack of a sidewalk on Cowen Dr. is problematic; it forces people in to the road.

Mayor Richardson asked if it would be helpful to add age-friendly routes to the Bike/Pedestrian Priority Corridor Map.

Nicki asked if citizens can report problems on the Town's website.

The Board would like ideas on how to get information to cars, bikers and pedestrians concerning conflict and courtesy. Trustee Sparhawk stated that CLEER may be able to help with the education component for etiquette.
ADJOURNMENT

The February 19, 2019, work session adjourned at 9:15 p.m. The next scheduled meeting will be held on February 26, 2018 at 6:00 p.m.

APPROVED AND ACCEPTED

__________________________
Dan Richardson, Mayor

ATTEST:

__________________________
Cathy Derby, Town Clerk
Trustee Meeting Minutes
February 19, 2019

ADJOURNMENT

The February 19, 2019, work session adjourned at 9:15 p.m. The next scheduled meeting will be held on February 26, 2019 at 6:00 p.m.

APPROVED AND ACCEPTED

______________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
FEBRUARY 26, 2019

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on February 26, 2019, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Dan Richardson

Trustees
Marty Silverstein
Erica Sparhawk
Luis Yllanes
Lani Kitching

Arrived After Roll Call
Ben Bohmfalk
Heather Henry

Staff Present:

Town Manager
Jay Harrington

Town Clerk
Cathy Derby

Finance Director
Renae Gustine

Town Attorney
Tarn Udall

Recreation Director
Eric Brendlinger

CONSENT AGENDA

• Accounts Payable totaling $176,740.60
• BOT 2/12/2019 Regular Meeting Minutes
• Liquor License Renewal – Sopris Sports Bar
• Liquor License Renewal – Thunder River Theatre
• Liquor License Renewal – Mi Casita
• Chip and Seal Contract
• Crack and Seal Contract
• Resolution No. 3, Series of 2019 – Phase 2 Miners Park New Playground Equipment

Trustee Silverstein made a motion to approve the Consent Agenda. Trustee Kitching seconded the motion and it passed with:
5 yes votes: Yllanes, Richardson, Silverstein, Sparhawk, Kitching

Trustees Bohmfalk and Henry arrived at the meeting.

PERSONS PRESENT NOT ON THE AGENDA

Will Roush, Executive Director of Wilderness Workshop, thanked the Board and the town for their efforts in protecting the Thompson Divide. He encouraged the Board to write a letter supporting Senator Bennett’s CORE Act. Will noted that the Act is the best chance for protection of the Thompson Divide.

TRUSTEE COMMENTS

Mayor Richardson informed the Board that the City of Glenwood Springs, Pitkin County, Gunnison County and Colorado Mountain College have already signed a letter supporting the CORE Act. Mayor Richardson stated that he supports the CORE Act; it creates permanent protection for the Thompson Divide and the companies who hold lease(s) in the Thompson Divide can trade them in for a credit to purchase another existing lease(s). The Board unanimously agreed to sign a letter supporting the CORE Act.

Trustee Silverstein stated that he attended the 1st Bank ground breaking ceremony earlier in the day. They will create jobs and they are already supporting local non-profits.

Trustee Silverstein informed the Board that a new piece of art by Jill Scher, entitled, “Prayers for Carbondale”, has been installed in the town hall lobby.

Trustee Silverstein stated that former Trustee Frosty Merriott is writing a monthly column in the Post Independent. This month’s topic is plastics including single-use bottles and straws.

Trustee Silverstein stated that he attended a Seniors Affordable Housing program at CMC. Affordable senior housing is in demand.

Trustee Sparhawk stated that she attended the Colorado Communities for Climate Action meeting (CC4CA). They discussed waste policy, including expansion of recycling, local regulation of disposal of plastic waste, and broadening the scope of their Waste Diversion Policy. Their efforts are well aligned with ours.

Trustee Kitching stated that she attended the Clean Energy Corridor meeting. They are creating a definitive action plan and project list.

Trustee Kitching stated that the Carbondale Age Friendly Initiative will be providing additional resources for seniors.
ATTORNEY’S COMMENTS

The attorney did not have any comments.

TREE BOARD CHECK-IN

Dan Bullock, Tree Board Chair, and Mike Callas, town liaison, were in attendance.

Discussion ensued and the following points were made:

- They currently have seven members
- Arbor Day is May 4th
- The Town will be celebrating its 25th year as a Tree City USA member – they will be planting the 100th tree purchased from the Kay Brunier Fund
- Next year they will be offering a back yard forestry program where they will be encouraging people to plant trees in their yards
- The Board has been reviewing tree placement in various developments
- They will be focusing on education including tree walks and website updates
- There is an app that identifies trees
- Through the Tree City USA Growth Awards they have applied for a Street Care and Management Grant
- They would like the Tree Ordinance to become part of the Unified Development Code
- Deer are destroying trees; they have destroyed two in Sopris Park and five on Highway 133. It may be necessary to cage young trees
- A Cottonwood Tree in Sopris Park is dying – it will leave a big hole in the park’s landscape
- Getting water to new trees is a big challenge where irrigation is lacking

Trustee Bohmfalk asked if they have a plan to remove problematic trees. Dan answered no, there are too many of them. They are encouraging developments, etc. to plant trees that don’t demand a lot of water.

Mayor Richardson stated that there is going to be a follow-up meeting on the VCAPS (water) Study on April 2nd and he encouraged members of the Tree Board to attend.

Trustee Sparhawk told Mike that the Carbondale Age Friendly Initiative will probably be requesting that some trees be pruned.

Trustee Henry asked what are the highlights of the changes to the UDC? Dan answered tree spacing by size and tree protection standards.
MEMORANDUM OF UNDERSTANDING (MOU) – ROARING FORK PICKLEBALL ASSOCIATION (RFPA) – NORTH FACE PARK PICKLEBALL COURTS

Employee Eric Brendlinger, and RF Pickleball Association members Doug Pratt and Bob Schultz were in attendance.

Eric explained that the Town and RFPA are proposing to build six courts in the Northface Park. They did extensive public outreach and then held a design charrette. The charrette resulted in three designs. They did a survey and an overwhelming 74% of people chose Option C. Option C went to the Parks and Recreation Commission for approval which was granted.

The Town and RFPA then drafted a MOU which has been reviewed by the Town's legal counsel but not by RFPA's.

THE MOU states that RFPA will fund the design, construction and engineering. It also outlines the scheduling of the courts. Currently the Town is responsible for the long-term maintenance for the courts.

Trustee Bohmfalk asked how do the soccer people feel? Do they think that they are getting a Futsol field since it was included in the renderings. Eric explained that the field was never used for soccer, it was only used for practice. The field will be re-seeded after the pickleball courts are built.

Town staff and the RFPA will come back to the Board for consideration of approval of the MOU once it is approved by the RFPA.

SPECIAL EVENT LIQUOR LICENSE – COVENTURE

CoVenture has applied for a Special Event Liquor License for an event to be held at their new facility. 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 CoVenture's Special Event Liquor License. Trustee Ylanes seconded the motion and it passed with:

7 yes votes: Bohmfalk, Richardson, Sparhawk, Ylanes, Kitching, Henry, Silverstein

SPECIAL EVENT LIQUOR LICENSE – RIVER BRIDGE REGIONAL CENTER

River Bridge Regional Center has applied for a Special Event Liquor License for an event to be held at the RVR 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. Trustee Kitching seconded the motion and it passed with:

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

TUMBLEWEED RETAIL MARIJUANA STORE RENEWAL APPLICATION

Due to on-going litigation the Town’s attorney advised the Board to continue the consideration of Tumbleweed’s retail marijuana store renewal application to March 12, 2019.

Trustee Silverstein made a motion to continue Tumbleweed’s retail marijuana store renewal application to March 12, 2019. Trustee Sparhawk seconded the motion and it passed with:

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

PUBLIC HEARING – SOPRIS LAB RETAIL AND MEDICAL MARIJUANA INFUSED PRODUCT LICENSE RENEWALS
Applicant: Chapman Ducote
Location: 695 Buggy Circle, Carbondale, CO

Staff stated that the renewal application was received in a timely manner and all of the legal noticing requirements have been met by the applicant and staff.

Staff noted that the Municipal Code states that if a marijuana establishment is not operational within a year of receiving their license their license will not be renewed. It should be noted that the building official has been reviewing the building plans for six months. Also, the applicant has spent an extensive amount of money to purchase the property, on architectural and industrial hygienist fees and a fire protection specialist. Staff believes that the applicant has shown their intent to become operational and therefore staff recommends approval of their renewal applications.

Discussion ensued. The Board agreed that the applicant is showing their intent to open. The Board would like the Municipal Code language be modified to allow Board discretion and flexibility.

Mayor Richardson opened the meeting to public comment. There was no one present who wished to address the Board so Mayor Richardson closed the public hearing.

Trustee Henry made a motion to renew Sopris Lab’s Retail and Medical Marijuana Infused Product License Renewal Applications. Trustee Kitching seconded the motion and it passed with:

7 yes votes: Henry, Silverstein, Yllanes, Bohmfalk, Kitching, Richardson, Sparhawk
PUBLIC HEARING – TRANSFER OF LIQUOR LICENSE – HOMESTEAD BAR AND GRILL
Applicant: Cunningham Golf, LLC
Location: 303 River Valley Ranch Road

Cunningham Golf, LLC, doing business as Homestead Bar and Grill, has applied for a transfer of a liquor license (from Pan and Fork Restaurant). All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Mayor Richardson opened the meeting to public comment. There was no one present who wished to address the Board so Mayor Richardson closed the public hearing.

Trustee Silverstein made a motion to approve the Transfer of the Liquor License Application for Cunningham Golf, LLC doing business as Homestead Bar and Grill. Trustee Sparhawk seconded the motion and it passed with:

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

ADJOURNMENT

The February 12, 2019, regular meeting adjourned at 7:50 p.m. The next regularly scheduled meeting will be held on March 12, 2019, at 6:00 p.m.

APPROVED AND ACCEPTED

__________________________
Dan Richardson, Mayor

ATTEST:

__________________________
Cathy Derby, Town Clerk
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref: Liquor License Renewal for Pour House

Date: February 20th 2019

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

Tim Mason / Operating Manager

I have found no in-house liquor violation records. The State Liquor Division conducted compliance checks Oct 5th 2019 and Pour House passed that compliance check.

I recommend the approval for the liquor license application.
ATTACHMENT D

RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

POUR HOUSE THE
351 MAIN ST
CARBONDALE CO 81623-2030

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licensee Name
POUR HOUSE COMPANY LLC THE

Liquor License #
41-98052-0000
License Type
Hotel & Restaurant (city)

Operating Manager
TOM MASON
Manager/Phone Number

Date of Birth
Home Address
Carbondale, Colo 81623

Street Address
351 MAIN STREET CARBONDALE CO 81623-2030
Mailing Address
351 MAIN ST CARBONDALE CO 81623-2030

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:

47. 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
TOM MASON
Signature

Title
General Manager
Date
1/24/2019

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

Date

Title

Attest
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal - The Beat

Date: February 21, 2019

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

Tobyn Britt—Owner/Manager

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

I recommend approval for this liquor license renewal.
# LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

## PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

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<td>Mailing Address</td>
<td>968 Main St. Carbondale, CO 81623</td>
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<tr>
<td>Operating Manager</td>
<td>Tobyn Britt</td>
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<tr>
<td>Date of Birth</td>
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<td>Home Address</td>
<td>Carbondale, CO 81623</td>
</tr>
<tr>
<td>Phone Number</td>
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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 01/01/2021"

2. **Since the date of filing of the last annual 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 owners, 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 annual 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 annual 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

6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver’s license, state-issued ID or valid passport.

## 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 or Print Name of Applicant/Authorized Agent of Business</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tobyn Britt</td>
<td>Partner</td>
</tr>
</tbody>
</table>

**Signature**

**Date**

02/20/19

## 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 48 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

<table>
<thead>
<tr>
<th>Local Licensing Authority For</th>
<th>Date</th>
</tr>
</thead>
</table>

**Signature**

**Title**

Attest
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling  
Chief of Police, Carbondale Police Department

Ref: Liquor License Renewal for Pop’s Liquors Inc

Date: February 25th 2019

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

Thomas William Yerke/Manager

I have found no in-house liquor violation records. The State Liquor Division conducted compliance checks March 1st 2016 and Pops Liquors Inc passed that compliance check.

I recommend the approval for the liquor license application.
RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

POPS LIQUOR
PO BOX 1363
CARBONDALE CO 81623

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licensee Name
POPS LIQUORS INC

Liquor License # 42-71349-0000
Liquor Store (city)

Operator Manager
Thomas Verke

Date of Birth

Home Address
Laguna Hills, CA 92653

Email Address
TLR@S0PRIS.NET

DBA
POPS LIQUORS

Sales Tax License # 42713490000
Expiration Date
05/27/2019
Due Date
04/12/2019

Street Address
990 COWEN DRIVE CARBONDALE CO 81623-1583

Mailing Address
PO BOX 1363 CARBONDALE CO 81623

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_03-31-2021"

21. 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
Thomas Verke

Signature

Date 02-18-2019

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

Attest
# Permit Application and Report of Changes

**Current License Number**

All Answers Must Be Printed in Black Ink or Typewritten

**Local License Fee** $ 

1. **Applicant is a**
   - [ ] Corporation
   - [ ] Individual
   - [ ] Partnership
   - [X] Limited Liability Company

2. **Name of Licensee**
   - [ ]

3. **Trade Name**
   - [ ]

4. **Location Address**
   - [ ]

5. **City**
   - [ ]

6. **County**
   - [ ]

7. **ZIP**
   - [ ]

---

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

<table>
<thead>
<tr>
<th><strong>Section A – Manager reg/change</strong></th>
<th><strong>Section C</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>- License Account No.</td>
<td>- Retail Warehouse Storage Permit (ea) $100.00</td>
</tr>
<tr>
<td>- Manager's Registration (Hotel &amp; Restr.) $75.00</td>
<td>- Wholesale Branch House Permit (ea) 100.00</td>
</tr>
<tr>
<td>- Manager's Registration (Tavern) $75.00</td>
<td>- Change Corp. or Trade Name Permit (ea) 50.00</td>
</tr>
<tr>
<td>- Manager's Registration (Lodging &amp; Entertainment) $75.00</td>
<td>- Change Location Permit (ea) 150.00</td>
</tr>
<tr>
<td>- Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE</td>
<td>- Change, Alter or Modify Premises $150.00 x 2 Total Fee $300</td>
</tr>
</tbody>
</table>

**Section B – Duplicate License**

- Liquor License No.
- Duplicate License $50.00

**Do Not Write in This Space – For Department of Revenue Use Only**

<table>
<thead>
<tr>
<th>Date License Issued</th>
<th>License Account Number</th>
<th>Period</th>
</tr>
</thead>
</table>

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

**TOTAL AMOUNT DUE** $0.00
5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ Retail Warehouse Permit for:
  ☐ On-Premises Licensee (Taverns, Restaurants etc.)
  ☐ Off-Premises Licensee (Liquor stores)

☐ Wholesalers Branch House Permit

Address of storage premise: ____________________________

City ________________________, County ________________________, Zip ____________

Attach a deed/lease or rental agreement for the storage premises.
Attach a detailed diagram of the storage premises.

6. Change of Trade Name or Corporation Name

☐ Change of Trade name / DBA only

☐ Corporate Name Change (Attach the following supporting documents)
  1. Certificate of Amendment filed with the Secretary of State, or
  2. Statement of Change filed with the Secretary of State, and
  3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

<table>
<thead>
<tr>
<th>Old Trade Name</th>
<th>New Trade Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Old Corporate Name</th>
<th>New Corporate Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority __________________ Date of Hearing __________________

(a) Address of current premises

City __________________ County __________________ Zip ____________

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address ____________________________

City __________________ County __________________ Zip ____________

(c) New mailing address if applicable.

Address ____________________________

City __________________ County __________________ State ________ Zip ____________

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.
8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8).

(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)

Former manager’s name ________________________________

New manager’s name ________________________________

(b) Date of Employment ________________________________

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

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

If yes, give name and location of establishment ________________________________

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

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

(a) Describe change proposed ________________________________

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

Start ___________ (mo/day/year) End ___________ (mo/day/year)

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

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

Yes ☐ No ☐

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?

Yes ☐ No ☐

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?

Yes ☐ No ☐

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

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

10. Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services

(a) I wish to designate my existing __________________________ Liquor License # ________________ to a Campus

Liquor Complex

Yes ☐ No ☐

11. Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

(a) Address of Related Facility ________________________________

Yes ☐ No ☐

(b) Outlined diagram provided ________________________________

Yes ☐ No ☐
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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Title: Clerk]</td>
<td>2/21/2019</td>
</tr>
</tbody>
</table>

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

<table>
<thead>
<tr>
<th>Local Licensing Authority (City or County)</th>
<th>Date filed with Local Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Local Licensing Authority: City or County]</td>
<td>2/21/2019</td>
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<td>[Signature]</td>
<td>[Title]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

Report of STATE Licensing Authority
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

<table>
<thead>
<tr>
<th>Signature</th>
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</tr>
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<tbody>
<tr>
<td>[Signature]</td>
<td>[Title]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>
REVOCABLE LICENSE AGREEMENT

1. THIS REVOCABLE LICENSE AGREEMENT (hereinafter “Agreement”) is made and entered into this ___ day of __________, 2019, by and between the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (hereinafter “Town”) and Allegría Pasta, Salad & Vino LLC, a Colorado limited liability company (hereinafter “Licensee”).

2. WHEREAS, Licensee desires to obtain a revocable and non-exclusive license from the Town to use and occupy a portion of the Main Street right-of-way directly outside of the Allegría restaurant, 355 Main Street, Carbondale, for temporary patio improvements for food and beverage service during the fall and summer seasons, but not during the winter or spring season;

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

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

1. Licensed Premises. The Town hereby grants to Licensee a revocable and non-exclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described premises (the “Premises”): that portion of the Main Street right-of-way and sidewalk lying within the Main Street right-of-way that is located adjacent to Allegría, Pasta, Salad & Vino, as more particularly described and depicted in Exhibit “A”, attached to this Agreement and incorporated into this Agreement by reference.

2. Term. Unless sooner terminated as provided by this Agreement, the term of the license herein granted is expressly limited to the following periods:

   From May 1, 2019 until October 15, 2019 (“Summer Season”), collectively, the “Term.”

3. Payment. Licensee shall pay for the license granted herein a non-refundable license fee of $50.00, which fee shall be paid by Licensee within 15 days of receipt of a Town invoice for the same.

4. Purpose and Conduct of Use. The Premises may be occupied and used by Licensee during the Term of this Agreement for the sole purpose of constructing, installing, operating, maintaining and repairing a temporary patio for food and beverage service. In its use and occupancy of the Premises, Licensee shall strictly comply with the following standards and requirements:

   a. Service shall commence no earlier than 7:00 a.m. and end no later than 2:00 a.m.

   b. Alcohol service on the patio shall be limited to retail sales of alcohol beverages by the drink. No alcohol tastings or private parties with alcohol service shall be permitted on the patio. Alcohol service requires and is subject to appropriate State of Colorado and Town permits and/or licenses. Licensee acknowledges no assurance of any such approval has been made or relied upon.
c. No chairs, tables or any other Licensee improvements, equipment or facilities shall be placed within the sidewalk corridor depicted on Exhibit “A,” which corridor shall remain open at all times for pedestrian passage.

d. No amplified sound, signs, banners, utility connections, or hazardous materials shall be permitted or installed on the Premises.

e. Licensee shall at its sole expense promptly remove from the Premises and any adjacent areas all trash generated by its operation of the patio facilities.

f. Licensee shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Premises.

5. **Improvements.** Licensee shall have the right to install on the Premises improvements consisting of decking, fencing, tables, chairs and other necessary facilities as described and depicted in Exhibit “B,” collectively, the “Improvements.” Licensee shall be responsible at its sole expense for the construction, installation, operation, maintenance, repair and removal of the Improvements. All Improvements installed by the Licensee shall be completed in accordance with plans and specifications approved in advance by the Town. Any changes shall require additional advance approval by the Town. All work shall be completed in compliance with all codes, ordinances, rules and regulations of the Town. Except for the Improvements specifically authorized by the Town on Exhibit “B”, Licensee shall not place, build, expand, or add to any structures or other items on the Premises.

6. **General Use and Care of Premises.** Licensee shall take such actions as are necessary to maintain the Improvements and Premises in good and safe condition at all times during the Term. Licensee further agrees to comply at all times during the Term with the ordinances, resolutions, rules, and regulations of the Town in Licensee’s use and occupancy of the Premises.

7. **No Estate in Premises.** Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of Licensee’s occupancy or use of the Premises.

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

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

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

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

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

13. **Personal Property.** The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

14. **Right of Entry.**

a. Notwithstanding any other provisions of this Agreement to the contrary, the Town shall at all times have the right to enter the Premises to inspect, improve, maintain, alter, or utilize the Premises or an adjacent premises.

b. In the case of an emergency, including but not limited to street repairs, water main breaks, and other utility problems, no notice shall be required, and the Town may suspend or terminate the license and utilize the Premises as long as necessary, in the Town’s sole discretion, to adequately respond to such emergency. If such entry requires disturbance of any items placed upon the Premises under this Agreement, the Town shall not be required to repair or replace any such disturbance.

c. In the case of non-emergency situations, including but not limited to Town special events, the shall provide one week notice of any temporary suspension of the license,

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

16. **Insurance.** Licensee shall at its expense obtain, carry and maintain at all times, and shall require each contractor or subcontractor of Licensee performing work on the Premises during the Term to obtain, carry and maintain, a policy of comprehensive general liability insurance insuring the Town and Licensee against any liability arising out of or in connection with Licensee’s use, occupancy or maintenance of the Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage per occurrence. If Licensee serves liquor on the Premises, Licensee shall also at its expense obtain, carry and maintain at all times host and general liquor liability insurance in the same amount. Such policies shall include coverage for liquor liability and such other endorsements and coverage as the Town may reasonably require. The Town, its elected and appointed officers, agents and employees shall be named as additional insureds on such policies. The policies required above shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Licensee shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Licensee’s insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of Licensee’s occupancy of the Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the Town may immediately terminate this Agreement.

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

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

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

**TOWN:**

<table>
<thead>
<tr>
<th>Town of Carbondale</th>
<th>Allegria</th>
</tr>
</thead>
<tbody>
<tr>
<td>c/o Town Manager</td>
<td>c/o Andreas Fischbacher</td>
</tr>
<tr>
<td>511 Colorado Avenue</td>
<td>355 Main Street</td>
</tr>
<tr>
<td>Carbondale, CO 81601</td>
<td>Carbondale, CO 81621</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

25. **No Third Party Beneficiaries.** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
5. **IN WITNESS WHEREOF**, the parties have entered into this Agreement on the date first above written.

TOWN OF CARBONDALE, a Colorado home rule municipal corporation

By: ___________________________
Title: Town Manager

ATTEST:

______________________________
Town Clerk

ALLEGRIA PASTA, SALAD & VINO LLC, a Colorado limited liability company

By: ___________________________
Andreas Fischbacher
Title: ___________________________

STATE OF COLORADO   )
COUNTY OF GARFIELD ) ss

The above and foregoing signature of ____________________________, as _______ of ____________________________, was subscribed and sworn to before me this ___ day of ____________________, 20__.

Witness my hand and official seal.

My commission expires on: ____________________________

______________________________
Notary Public
EXHIBIT A
OF
REVOCABLE LICENSE AGREEMENT

Description and Depiction of Licensed Premises
EXHIBIT B
OF
REVOCABLE LICENSE AGREEMENT

Detailed description of Patio Improvements
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

**PRODUCER**
Martin Insurance Group  
995 Cowen Dr Unit 202  
Carbondale, PA 81623

**CONTACT**
NAME: Gina Walker  
PHONE (970) 963-6161  
FAX (970) 963-4331  
E-MAIL gina@martininsurancegrp.com

**INSURER(S) AFFORDING COVERAGE**
INSURER A: Ohio Security Insurance Company  
INSURER #: 41190

**CERTIFICATE NUMBER:** CL1922218766  
**REVISION NUMBER:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

**COVERAGES**

<table>
<thead>
<tr>
<th>INSERT</th>
<th>TYPE OF INSURANCE</th>
<th>ADD. SUB- LIMITS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>BKS51532312</td>
<td>05/29/2018</td>
<td>05/29/2019</td>
<td>EACH OCCURRENCE $1,000,000</td>
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</table>

**EXCESS LIABILITY**

<table>
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<tr>
<th>INSERT</th>
<th>TYPE OF INSURANCE</th>
<th>ADD. SUB- LIMITS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>OCCUR</td>
<td>BKS51532312</td>
<td>05/29/2018</td>
<td>05/29/2019</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
</tbody>
</table>

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE**

[Signature]

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
RESOLUTION NO. 5
SERIES OF 2019

A RESOLUTION AUTHORIZING A COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") APPLICATION FOR CARBONDALE SENIOR HOUSING

WHEREAS, the Board of Trustee's has identified Affordable Housing as a top priority for the Town of Carbondale.

WHEREAS, the Carbondale Housing Authority (Phase I) and the Carbondale Senior Housing Corporations (phases II, III, IV, V) (aka Crystal Meadows) (together: "Carbondale Senior Housing") provide low-income rental housing to the elderly and disabled persons.

WHEREAS, the Crystal Meadows facilities are composed of 79 rental units in 19 buildings that range in age from 11 to 30 years old, and are in need of reroofing, window and boiler replacement, and other capital repairs and upgrades.

WHEREAS, the State of Colorado, Department of Local Affairs, administers a Rental Housing Rehabilitation grant program, which provides funding for capital replacement projects, including for low- and moderate income rental housing, such as at Crystal Meadows. Among the funding sources used by the State are CDBG funds, which require that the local municipality serve as the pass-through entity on behalf of Carbondale Senior Housing as subrecipient.

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

Approves the application for up to $750,000 in Community Development Block Grant funds for the Carbondale Senior Housing rehabilitation project, to be administered and implemented by Carbondale Senior Housing under a subrecipient agreement with the Town of Carbondale.

AND, BE IT FURTHER RESOLVED THAT THE TOWN OF CARBONDALE BOARD OF TRUSTEES:

Authorizes the Director of Carbondale Senior Housing, or designee, to enter into and sign the grant agreement and any subsequent amendments, with the State of Colorado for purposes of this grant. And authorizes and directs that if the application is approved, the Carbondale Senior Housing Director, or designee, is authorized to sign funds requests and other required documents and reporting forms required for administration and implementation of the grant.

Passed and Approved on March 12, 2019.

APPROVED BY:

________________________
Dan Richardson, Mayor

ATTEST:

________________________
Cathy Derby, Town Clerk
Date: March 7, 2019

To: Town of Carbondale Trustees

From: Carbondale Housing Authority/Carbondale Senior Housing Corp.
       Jerilyn Nieslanik, Director

Subject: Request for Town of Carbondale to apply for Community Development Block Grant ("CDBG") funds as recipient, to pass through on behalf of Carbondale Housing Authority/Carbondale Senior Housing Corp. ("Carbondale Senior Housing") as subrecipients, for the purpose of rehabilitation (routine capital repair and replacement) to the Crystal Meadows facilities.

Action Requested

1. Adopt a resolution authorizing the Carbondale Senior Housing Director or designee to submit an application for grant funding up to $750,000 to the Colorado Department of Local Affairs and, if said application is approved, authorize Carbondale Senior Housing to execute the grant agreement and any amendments thereto or other required documentation and implement the terms of the grant agreement.

2. Adopt a resolution approving a subrecipient agreement with Carbondale Senior Housing regarding the funding, activities, and administration of the grant.

Background

The Crystal Meadows facilities are composed of 79 multi-family rental units in 19 buildings that range in age from 11 to 30 years old, and are in need of reroofing, window and boiler replacement, and other capital repairs and upgrades. Crystal Meadows serves low income elderly and disabled persons. The average tenant total income is less than 30% of Garfield County AMI.

The State of Colorado, Department of Local Affairs, administers a Rental Housing Rehabilitation grant program, which provides funding for capital replacement projects, including for low- and moderate income rental housing, such as at Crystal Meadows.

Among the funding sources used by the State are CDBG funds, which require that the local municipality serve as the applicant/recipient of the funds on behalf of Carbondale Senior Housing.

The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C.-530.1 et seq.
The preliminary grant request amount is $728,454. Receipt of the grant funds would enable Carbondale Senior Housing to undertake urgent costly necessary repairs, which will contribute to the physical condition and financial sustainability of the housing projects.

This program will assist the community’s progress towards meeting the goal of providing affordable housing to low-income seniors and disabled persons.

**Fiscal Impact**

There should be no net fiscal impact to the Town of Carbondale (with the exception of modest incremental administrative tasks). It is the commitment of Carbondale Senior Housing to perform all required administrative and compliance tasks, as specified in the subrecipient agreement.

**Additional Notes**

A public hearing has been schedule for Wednesday March 13 at 1:00 pm to collect public comments regarding submitting an application to the CDBG program.

See attached program summary handout for more information about the program, the project, and about Crystal Meadows.

**Attachments**

1. Resolution
2. Public hearing Notice
3. Subrecipient Agreement
4. Project Summary Flyer
Crystal Meadows Senior Housing
Affordable Multi-Family Rental Senior Housing
Rehabilitation (routine repair & replacement) project
Project Summary: March 2019

Program:
Colorado Department of Local Affairs
Division of Housing
Federal and State Grant Assistance
Community Development Block Grant and other funding sources

Applicant: Town of Carbondale, CO

Sub-applicants:
Carbondale Housing Authority (Phase I); a Colorado Public Housing Authority that provides USDA Rural Rental Housing for low-income elderly and disabled persons.

Carbondale Senior Housing Corp. (Phases II, III, IV, V); nonprofit corporations that provide US HUD Supportive Housing for the elderly and disabled persons.

Project Description:
Routine life-cycle capital repair and replacement.

Primary activities:
- Replace 32,000 sq. ft. of asphalt shingle roof
- Replace 17 commercial HVAC boilers
- Replace 165 windows
- Other life safety, accessibility, and life cycle repairs and upgrades

Project grant request amount: $728,454 (preliminary)

Proposed construction timeline: summer/fall 2019

About Crystal Meadows:
Crystal Meadows Senior Housing serves low- and moderate-income seniors and disabled persons with multi-family rental housing. The project is composed of 79 multi-family rental units in 19 buildings, and was constructed in five phases from 1989 to 2008. The average tenant income level is less than 30% of Garfield County AMI.

Contact:
Carbondale Housing Authority/Carbondale Senior Housing Corp.
Jerilyn Nieslanik
1250 Hendrick Dr., Carbondale, CO 81623
970-963-9326
cha@qwestoffice.net
February 26, 2019

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

David Reynolds, Town Administrator  
Town of New Castle  
Box 90  /New Castle, CO 81647

Stuart McArthur, Town Administrator  
Town of Parachute  
222 Grand Valley Way  
Parachute, CO 81635

Debra Figueroa, City Manager  
City of Glenwood Springs  
101 West 8th Street  
Glenwood Springs, CO 81601

Jeff Layman, Town Administrator  
Town of Silt  
Box 70  
Silt, CO 81652

Scott Hahn, City Manager  
City of Rifle  
Box 1908  
Rifle, CO 81650

Re: 2019 IGA – Mosquito Control

Dear Parties:

Enclosed, please find one (1) full copy and (6) copies of the signature page of the 2019 Intergovernmental Agreement for Mosquito Control for your review, consideration and submittal to your City or Town Council for authorization for signature and attestation by the City or Town Clerk.

After execution by the appropriate officials, please return one (1) fully executed IGA and six (6) additional executed signature pages to, “Attention: Mary Lynn Stevens” at the above address.
Once this office receives all of the signature pages from all entities and after signature by the Chairman of the Board, you will be sent a fully executed original for your files

If you have any questions, please do not hesitate to contact this office.

Sincerely,

Mary Lynn Stevens

MARY LYNN STEVENS
PARALEGAL / OFFICE MANAGER

MLS
Attachments (IGA & 6 signature pages)

cc: Steve Anthony, Director, Vegetation Mgmt.
INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL - 2019

THE PARTIES to this Intergovernmental Agreement for Mosquito Control ("IGA") are the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO, (hereinafter referred to as "County"); the CITY OF GLENWOOD SPRINGS, STATE OF COLORADO, (hereinafter referred to as "Glenwood"); the TOWN OF CARBONDALE, STATE OF COLORADO, (hereinafter referred to as "Carbondale"); the CITY OF RIFLE, STATE OF COLORADO, (hereinafter referred to as "Rifle"); the TOWN OF SILT, STATE OF COLORADO, (hereinafter referred to as "Silt"); the TOWN OF NEW CASTLE, STATE OF COLORADO, (hereinafter referred to as "New Castle"); and the TOWN OF PARACHUTE, STATE OF COLORADO, (hereinafter referred to as "Parachute").

WHEREAS, the parties to this IGA are authorized by Section 29-1-201, et seq., C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide; and

WHEREAS, the parties to this IGA desire to cooperate in funding and making available a County-wide mosquito control and education program; and

WHEREAS, a coordinated effort by the County and the municipalities within the County will permit a more effective mosquito control and education program and specifically will aid control of the mosquito species responsible for the spread of West Nile Virus.

NOW, THEREFORE, in mutual consideration of the premises and the covenants and promises set forth below, the parties to this IGA agree as follows:

1. PROJECT. The Project that is the subject of this IGA is a comprehensive integrated larval and adult mosquito control program, on public and private property throughout Garfield County that will be designed specifically for Garfield County and the municipalities by an independent contractor. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, with an emphasis on Culex mosquitoes. Surveillance will include the use of GIS mapping technology. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when the elected officials of each pertinent jurisdiction, or their designated staff member, determine that mosquito levels have reached a threshold that poses a public health risk. Each jurisdiction is responsible for working with the Contractor to
19. **AUTHORITY.** Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this IGA and to bind the party represented to the terms and conditions hereof.

20. **NOTICE.** All notices required under this IGA shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses of the parties set forth below. Notice addresses may be changed without amendment to this IGA.

**Notice to County:**
Board of County Commissioners  
Attn: County Manager  
108 8th Street, Suite 213  
Glenwood Springs, CO 81601  
Phone: (970) 945-9150  
Fax: (970) 384-5005

**Notice to Glenwood:**
City of Glenwood Springs  
Attn: City Manager  
101 W. 8th St.  
Glenwood Springs, CO 81601  
Phone: 384-6400

**Notice to Carbondale:**
Town of Carbondale  
Attn: Town Manager  
511 Colorado Avenue  
Carbondale, CO 81623  
Phone: (970) 963-2733  
Fax: (970) 963-9140

**Notice to Rifle:**
City of Rifle  
Attn: City Manager  
202 Railroad Avenue  
P.O. Box 1908  
Rifle, CO 81650  
Phone: (970) 625-2121

**Notice to Silt:**
Town of Silt  
Attn: Town Administrator  
231 N. 7th St., Box 70  
Silt, CO 81652  
Phone: (970) 876-2353
Notice to New Castle:  
Town of New Castle  
Attn: Town Administrator  
450 W. Main  
P.O. Box 90  
New Castle, CO 81647  
Phone: (970) 984-2311

Notice to Parachute:  
Town of Parachute  
Attn: Town Administrator  
222 Grand Valley Way  
Box 100  
Parachute, CO 81635  
Phone: (970) 285-7630

ATTEST:

__________________________
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO  

By: ________________________
Chairman

Dated: ______________________

ATTEST:

__________________________
City Clerk

CITY OF GLENWOOD SPRINGS,  
STATE OF COLORADO  

By: ________________________
Mayor

Dated: ______________________

ATTEST:

__________________________
Town Clerk

TOWN OF CARBONDALE  
STATE OF COLORADO  

By: ________________________
Mayor

Dated: ______________________
ATTEST:

City Clerk

CITY OF RIFLE
STATE OF COLORADO

By: ______________________
   Mayor

Dated:____________________

ATTEST:

Town Clerk

TOWN OF SILT
STATE OF COLORADO

By: ______________________
   Mayor

Dated:____________________

ATTEST:

Town Clerk

TOWN OF NEW CASTLE
STATE OF COLORADO

By: ______________________
   Mayor

Dated:____________________

ATTEST:

Town Clerk

TOWN OF PARACHUTE
STATE OF COLORADO

By: ______________________
   Mayor

Dated:____________________


February 25, 2019

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

Jeff Layman, Town Administrator
Town of Silt
Box 70
Silt, CO 81652

Dan Blankenship, Chief Exec. Officer
Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601

Scott Hahn, City Manager
City of Rifle
Box 1908
Rifle, CO 81650

Dave Reynolds, Town Administrator
Town of New Castle
Box 90
New Castle, CO 81647

Debra Figueroa, City Manager
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

Re: 2019 - 7-Party Memorandum of Understanding Regarding Garfield County Senior Programs

Dear Parties:

Enclosed, please find one (2) full copies of the MOU and (7) copies of the signature page of the 2019 7-Party MOU regarding Garfield County Senior Programs for your review, consideration and submittal to your Town/City Council or Board for authorization for the appropriate official to execute.

After execution, please return one (1) fully executed MOU and all seven (7) signature pages to Diane White in the enclosed envelope. Once this office receives signature pages from all entities, you will be sent a fully executed original for your files.

If you have any questions, please do not hesitate to contact me at (970) 625-5282 extension 3233 or dwhite@garfield-county.com.

Sincerely,

Diane K. White
Services Administrator

Attachments (MOU & 7 signature pages)
7-PARTY MEMORANDUM OF UNDERSTANDING REGARDING GARFIELD COUNTY SENIOR PROGRAMS FOR 2019

This Memorandum of Understanding is entered into between:

The Garfield County Board of County Commissioners, ("BOCC")
The City of Rifle, Colorado,
The City of Glenwood Springs, Colorado,
The Town of Carbondale, Colorado,
The Town of New Castle, Colorado,
The Town of Silt, Colorado,
Roaring Fork Transportation Authority, ("RFTA")

(collectively, the "7-Parties") in order to set forth the terms and conditions of their cooperative provision, administration and funding of a county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2019 (the "MOU"). This MOU is effective as of January 1, 2019, regardless of the dates on which it is signed.

BACKGROUND

A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.

B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens of Garfield County ("the 9-Party MOU"). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.

C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 parties have also entered into a Memorandum of Understanding that sets forth each party’s annual commitment to share the administrative and operational costs of the Senior Programs meal and transportation services and determines the methodology by which those costs will be allocated among them (the "MOU").

D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Senior Programs in 2017. In 2017, it was determined that Colorado Mountain College no longer needs to be part of the MOU beginning 2019.
E. Each of the remaining 7-Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2019 in accordance with the original 9-Party MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated as if set forth in full.

2. **Purpose of this Agreement.** The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2019.

3. **Term of Agreement.** This Agreement shall have an Effective Date of January 1, 2019 regardless of the dates signed and shall terminate on December 31, 2019.

4. **Senior Services to be Provided.** The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the “Municipalities”). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.

5. **Congregate Meal Services.** The BOCC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times set forth in **Attachment A** and further agree that the costs to provide such services will be allocated among them as follows:

   a. **Cost Methodology – Nutrition:** The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2019.

   b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2017 and June 2018 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.

   c. **Application of Cost Methodology to the 2019 Budget:** As illustrated in **Attachment B**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2018 is $397,991.00. The BOCC’s 40% share of that amount equals $159,196.40. Anticipated grant and program funding
income for 2018 is $218,816.00. The remaining balance of $19,978.60 is distributed among the Municipalities based upon the portion of total meals provided to residents of each Municipality between July 2017 and June 2018, which results in the following amounts due:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of Meals</th>
<th>Percent of Total</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbondale</td>
<td>1,241</td>
<td>7.64%</td>
<td>$1,526.41</td>
</tr>
<tr>
<td>Glenwood Springs</td>
<td>3,873</td>
<td>23.84%</td>
<td>$4,763.72</td>
</tr>
<tr>
<td>New Castle</td>
<td>734</td>
<td>4.52%</td>
<td>$902.81</td>
</tr>
<tr>
<td>Silt</td>
<td>2,477</td>
<td>15.25%</td>
<td>$3,046.67</td>
</tr>
<tr>
<td>Rifle</td>
<td>87,918</td>
<td>48.75%</td>
<td>$9,739.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>16,243</strong></td>
<td><strong>100%</strong></td>
<td><strong>$19,978.60</strong></td>
</tr>
</tbody>
</table>

6. Transportation Services. The BOCC, RFTA and Municipalities agree that Senior Program transportation services will be provided to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation ("Seniors") and citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation on the schedule set forth in Attachment C. These services will be provided by RFTA’s Traveler bus system and will be wheelchair accessible, curb to curb, driver assisted transportation and will also include the delivery of meals to the meal site locations. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the Municipalities in accordance with the following Cost Methodology:

a. Cost Methodology - Transportation: The BOCC agrees to be responsible for fifty-percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2019. The remaining fifty-percent is paid for by grant and program funding income and allocated payments from the Municipalities based upon the number of rides provided to residents of each Municipality. RFTA agrees to be responsible for the cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the City of Rifle, the Town of Silt agree to pay their proportionate share of transportation costs based upon the number of rides provided to the residents of each. The BOCC agrees to be responsible for all rides provided to residents of unaffiliated Garfield County as well as any shortfall in anticipated grant and program funding income.

b. Application of Cost Methodology to 2019 Budget. As illustrated in Attachment D, the total budgeted cost to provide Senior Transportation Services in 2019 is $693,231.00. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of $34,981.00 and $688,250.00 respectively, less the amount of $30,000 received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this
MOU. The BOCC’s 50% share of this amount equals $346,615.50. Anticipated grant and program funding income for 2019 is $80,677.00. The remaining balance of $265,938.50 is distributed among the Municipalities based upon the portion of total rides provided to residents of each Municipality between July 2017 and June 2018, which results in the following amounts due:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of Rides</th>
<th>Percent of Total</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbondale*</td>
<td>248</td>
<td>2.85%</td>
<td>$7,572.94</td>
</tr>
<tr>
<td>Glenwood Springs*</td>
<td>3,827</td>
<td>43.94%</td>
<td>$116,861.48</td>
</tr>
<tr>
<td>New Castle*</td>
<td>375</td>
<td>4.31%</td>
<td>$11,451.02</td>
</tr>
<tr>
<td>Silt</td>
<td>394</td>
<td>4.52%</td>
<td>$12,031.21</td>
</tr>
<tr>
<td>Rifle</td>
<td>3,865</td>
<td>44.38%</td>
<td>$118,021.85</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>8,709</strong></td>
<td><strong>100%</strong></td>
<td><strong>$265,938.50</strong></td>
</tr>
</tbody>
</table>

c. Payment. The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of $522,364.56 in twelve (12) equal monthly payments for Senior Transportation Services (the “Traveler IGA”). This amount represents RFTA’s estimated cost to provide such services in 2019 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.

7. Appropriation. This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end.

8. Whole Agreement. This MOU sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

9. Amendment and Assignment. This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of the all.

10. Facsimiles and Counterparts. This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.
11. **Authority.** Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

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

13. **Notice.** Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale

Jay Harrington, Town Manager  
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623  
(970) 963-2733 ext. 1207  
jharrington@carbondaleco.net

Garfield County

Mary Baydarian, Director  
Garfield County Department of Human Services  
195 West 14th Street  
Rifle, CO 81650  
(970) 625-8282  
mbaydarian@garfield-county.com

Glenwood Springs

Debra Figueroa, City Manager  
City of Glenwood Springs  
101 W. 8th Street  
Glenwood Springs, CO 81601  
(970) 384-6500

New Castle

Dave Reynolds, Town Administrator  
New Castle Town Hall  
450 West Main Street, P O Box 90  
New Castle, CO 81647  
970) 984-2311  
Dreynolds@newcastlecolorado.org

RFTA

Dan Blankenship, Chief Executive Officer  
Roaring Fork Transportation Authority  
2307 Wolfshon Road  
Glenwood Springs, CO 81601  
(970) 384-4981  
dblankenship@rfta.com
Rifle
Scott Hahn, City Manager
City of Rifle
202 Railroad Ave
P. O. Box 1980
Rifle, CO 81650
(970) 625-6266
shahn@rifleco.org

Silt
Jeff Layman, Town Administrator
Town of Silt
231 N. 7th Street, PO BOX 70
Silt, CO 81652
970-876-2353, ext. 813
jlayman@townofsilt.org
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2019.

ATTEST:

Town Clerk

ATTEST:

Clerk to the Board

ATTEST:

City Clerk

ATTEST:

Town Clerk

TOWN OF CARBONDALE, COLORADO

By: Dan Richardson, Mayor

Date: ____________________________

BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES

By: John Martin, Chairman

Date: 2/19/19

CITY OF GLENWOOD SPRINGS,
COLORADO

By: Michael Gamba, Mayor

Date: ____________________________

TOWN OF NEW CASTLE, COLORADO

By: Art Riddle, Mayor

Date: ____________________________

Page 7
ATTEST:

Secretary to the Board of Directors

ROARING FORK TRANSPORTATION AUTHORITY

By: ____________________________
    ____________________________, Chair

Date: ____________________________

ATTEST:

City Clerk

CITY OF RIFLE, COLORADO

By: ____________________________
    Barbara Clifton, Mayor

Date: ____________________________

ATTEST:

Town Clerk

TOWN OF SILT, COLORADO

By: ____________________________
    Rick Aluise, Mayor

Date: ____________________________
ATTACHMENT A

2019 CONGREGATE MEAL SCHEDULE
# 2019 Senior Programs Congregate Meal Schedule

<table>
<thead>
<tr>
<th>MEAL SITE CONTACT</th>
<th>KITCHEN</th>
<th>MEAL DAY</th>
<th>Meal Site Name/location</th>
</tr>
</thead>
</table>
| Jerilyn Nieslanik, Manager  
Crystal Meadows Senior Housing  
1250 Hendrick Drive  
Carbondale, CO 81623  
970-963-9326  
cga@qwestoffice.net  
JULIE S. HANSON  
Purchasing & Contracts Director  
Colorado Mountain College (CMC)  
802 Grand Avenue  
Glenwood Springs, CO 81601  
970.947.8402  
ishanson@coloradomtn.edu  | Valley View Hospital  | Wednesday    | Roaring Fork & Spoon  
Crystal Meadows Senior Housing  
1250 Hendrick Drive  
in the Romminger Room  |
| Monique Hermosillo, Site Coordinator  
Sunnyside Retirement Center  
601 21st Street #106  
Glenwood Springs, CO 81601  
970-945-9234  
sunnyside1@qwestoffice.net  | Valley View Hospital  | Tuesday/Friday | Chat n’ Chew  
1402 Blake Avenue  
Glenwood Springs, CO 81601  
in Lucy Huntley Senior Center  |
| Leslie Means, Property Manager  
New Castle Senior Housing  
201 Castle Valley Blvd  
New Castle, CO 81647  
(970) 984-0779  
newcastle@crhdc.org  | City of Rifle  | Monday       | Sunnyside  
601 21st Street  
Glenwood Springs, CO 81601  
in the Kitchen  |
| Ken Bachus, Board President  
Valley Senior Center  
PO BOX 932  
Parachute, CO 81635-0932  
(970) 285-6492  
rcampbell623@gmail.com  | City of Rifle  | Wednesday    | The Gathering  
201 Castle Valley Blvd  
New Castle, CO 81647  
In the Community Room  |
| Colorado River Fire Rescue  
1850 Railroad Avenue  
Rifle, CO 81650  
Attention: Chief Rob Jones  | City of Rifle  | Wednesday    | Meet n’ Eat, Silt Fire Station  
611 Main Street  
Silt, CO 81652  |
Scott Hahn, City Manager
City of Rifle
202 Railroad Avenue
Rifle, CO 81650  Included in the meal contract
(970) 665-6409  SHahn@riffeo.org

City of Rifle
Tuesday, Thursday & Friday
Senior Delight
Rifle Senior Center
50 Ute Avenue
Rifle, CO 81650
ATTACHMENT B

2018 CONGREGATE MEAL BUDGET AND COST METHODOLOGY
<table>
<thead>
<tr>
<th>Nutrition Budget</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>$ 142,497.00</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$ 75,244.00</td>
</tr>
<tr>
<td>Professional - Other</td>
<td>$ 148,200.00</td>
</tr>
<tr>
<td>Prof Oth - County Attorney Contr</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Rental of Land &amp; Buildings</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Communications</td>
<td>$ 600.00</td>
</tr>
<tr>
<td>Printing and Binding</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>DHS - Destruction of Records</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Motor Pool Charges</td>
<td>$ 12,000.00</td>
</tr>
<tr>
<td>Professional Affiliations</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Training</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$ 800.00</td>
</tr>
<tr>
<td>Operating Supplies</td>
<td>$ 9,000.00</td>
</tr>
<tr>
<td>Computer Supplies</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>Freight, postage, Delivery</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>Copy Machine Usage</td>
<td>$ 1,600.00</td>
</tr>
<tr>
<td>Food - non travel related</td>
<td>$ 2,100.00</td>
</tr>
</tbody>
</table>

**Total 12 Month Budget** $397,991.00

- Less AAA funding $ 167,816.00
- Less NSIP Incentives $ 15,000.00
- Less Program Income $ 36,000.00
- **Grant & Program Income Total** $ 218,816.00
- 40% County Share of Total Expenses $ 159,196.40
- **Garfield County Share** $ 159,196.40
- Projected Income/County Share $ 378,012.40
- **Income less expenses** $ 19,978.60

**Municipal Budget Share for Distribution** $ 19,978.60

---

### NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbondale</td>
<td>1,241</td>
<td>7.64%</td>
<td>$1,526.41</td>
<td>1,267</td>
<td>$497.67</td>
<td>1,239</td>
<td>$ -</td>
</tr>
<tr>
<td>Glenwood Springs</td>
<td>3,873</td>
<td>23.84%</td>
<td>$4,763.72</td>
<td>4,041</td>
<td>$1,587.28</td>
<td>4,400</td>
<td>$ -</td>
</tr>
<tr>
<td>New Castle</td>
<td>734</td>
<td>4.52%</td>
<td>$902.81</td>
<td>743</td>
<td>$291.85</td>
<td>787</td>
<td>$ -</td>
</tr>
<tr>
<td>Stlt</td>
<td>2,477</td>
<td>15.25%</td>
<td>$3,046.67</td>
<td>2,080</td>
<td>$817.01</td>
<td>1,990</td>
<td>$ -</td>
</tr>
<tr>
<td>Parachute</td>
<td>-</td>
<td>0.00%</td>
<td>$0.80</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Rifle</td>
<td>7,918</td>
<td>48.75%</td>
<td>$9,739.00</td>
<td>8,301</td>
<td>$3,260.59</td>
<td>9,383</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Municipal Total</strong></td>
<td><strong>16,243</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$19,978.60</strong></td>
<td><strong>16,432</strong></td>
<td><strong>$6,454.40</strong></td>
<td><strong>17,799</strong></td>
<td><strong>$ -</strong></td>
</tr>
<tr>
<td><strong>Garfield County</strong></td>
<td><strong>3,253</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$6,454.40</strong></td>
<td><strong>2,966</strong></td>
<td><strong>$2,435</strong></td>
<td><strong>2,435</strong></td>
<td><strong>$ -</strong></td>
</tr>
<tr>
<td><strong>Parachute</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>19,496</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$19,978.60</strong></td>
<td><strong>19,398</strong></td>
<td><strong>$20,342</strong></td>
<td><strong>19,398</strong></td>
<td><strong>$20,342</strong></td>
</tr>
</tbody>
</table>

*Based on July 2017 - June 2018 Usage*

*Based on July 2016 - June 2017*

*Based on July 2015 - June 2016*
ATTACHMENT C

2019 SENIOR TRANSPORTATION SERVICES SCHEDULE
# Traveler Transportation Schedule - 2019

<table>
<thead>
<tr>
<th>COMMUNITY</th>
<th>DAY OF WEEK OR MONTH</th>
<th>SERVICE DESCRIPTION</th>
<th>NORMAL HOURS OF OPERATION</th>
<th>NUMBER OF VEHICLES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenwood Springs</td>
<td>Monday- Friday</td>
<td>Customer transportation and/or local shopping</td>
<td>8 a.m. - 5 p.m.</td>
<td>2-4</td>
</tr>
<tr>
<td></td>
<td>Tuesday</td>
<td>Meal transportation</td>
<td>11 a.m. - 2 p.m.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>2nd Thursday of the month</td>
<td>Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa</td>
<td>8 a.m. - 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Thursday</td>
<td>Carbondale to Battlement Mesa with stops in Glenwood, New Castle, Silt, New Castle &amp; Rifle</td>
<td>8 a.m. - 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Friday</td>
<td>Meal transportation</td>
<td>11 a.m. - 2 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Carbondale</td>
<td>Monday – Friday</td>
<td>Customer transportation and/or local shopping</td>
<td>8 a.m. - 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Wednesday</td>
<td>Meal transportation and local shopping</td>
<td>11 a.m. - 4 p.m.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>2nd Thursday of the month</td>
<td>Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa</td>
<td>8 a.m. - 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Thursday</td>
<td>Carbondale to Battlement Mesa with stops in Glenwood, Silt, New Castle and Rifle</td>
<td>8 a.m. - 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Thursday</td>
<td>Battlement Mesa to Carbondale with stops in Glenwood, Silt, New Castle and Rifle</td>
<td>8 a.m. - 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Rifle</td>
<td>Monday</td>
<td>Customer transportation</td>
<td>8 a.m. - 5 p.m.</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Tuesday</td>
<td>Customer transportation/Meal transportation</td>
<td>8 a.m. - 5 p.m.</td>
<td>2-3</td>
</tr>
<tr>
<td></td>
<td>Wednesday</td>
<td>Customer transportation/Shopping</td>
<td>8 a.m. - 5 p.m.</td>
<td>3-4</td>
</tr>
<tr>
<td></td>
<td>Thursday</td>
<td>Customer transportation/Meal transportation</td>
<td>8 a.m. - 5 p.m.</td>
<td>2-3</td>
</tr>
<tr>
<td></td>
<td>2nd Thursday of the month</td>
<td>Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa</td>
<td>8 a.m. - 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Thursday</td>
<td>Carbondale to Battlement Mesa with stops in Glenwood, Silt and New Castle</td>
<td>8 a.m. - 5 p.m.</td>
<td>2-3</td>
</tr>
<tr>
<td>Battlement Mesa</td>
<td>Monday – Friday</td>
<td>On call basis for customers</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Battlement Mesa</td>
<td>Tuesday</td>
<td>Shopping day in Rifle</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Battlement Mesa</td>
<td>Wednesday</td>
<td>Meal transportation/Local transportation</td>
<td>11 a.m. – 2 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Battlement Mesa</td>
<td>2nd Thursday of the month</td>
<td>Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Battlement Mesa</td>
<td>Thursday</td>
<td>Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle and Glenwood Springs</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Battlement Mesa</td>
<td>Thursday</td>
<td>Carbondale to Battlement Mesa</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Silt</td>
<td>Monday – Friday</td>
<td>On call basis for customers</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Silt</td>
<td>Wednesday</td>
<td>Meal transportation/shopping</td>
<td>11 a.m. – 4 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Silt</td>
<td>2nd Thursday of the month</td>
<td>Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Silt</td>
<td>Thursday</td>
<td>Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, Glenwood Springs and Carbondale</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>Silt</td>
<td>Thursday</td>
<td>Carbondale to Battlement Mesa with stops in Rifle</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>New Castle</td>
<td>Monday – Friday</td>
<td>On call basis for customers</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>New Castle</td>
<td>Monday</td>
<td>Meal transportation/shopping</td>
<td>11 a.m. – 4:00 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>New Castle</td>
<td>2nd Thursday of the month</td>
<td>Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>New Castle</td>
<td>Thursday</td>
<td>Battlement Mesa to Carbondale with stops in Glenwood Springs and Carbondale</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
</tr>
<tr>
<td>New Castle</td>
<td>Thursday</td>
<td>Carbondale to Battlement Mesa with stops in Silt, Rifle</td>
<td>8 a.m. – 5 p.m.</td>
<td>1</td>
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</tbody>
</table>
ATTACHMENT D

2019 TRANSPORTATION BUDGET
AND COST METHODOLOGY
Cost Methodology—2019

Transportation Budget

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Annual</th>
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<tbody>
<tr>
<td>Wages</td>
<td>$24,819.00</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$7,912.00</td>
</tr>
<tr>
<td>Prof Oth - County Attorney Contr</td>
<td>$500.00</td>
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<tr>
<td>Language Translation</td>
<td>$200.00</td>
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<tr>
<td>Communication</td>
<td>$650.00</td>
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<tr>
<td>Printing and Binding</td>
<td>$200.00</td>
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<tr>
<td>Office Supplies</td>
<td>$200.00</td>
</tr>
<tr>
<td>Computer Supplies</td>
<td>$200.00</td>
</tr>
<tr>
<td>Freight, Postage, Delivery</td>
<td>$300.00</td>
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<tr>
<td><strong>Total County Expenses</strong></td>
<td><strong>$34,981.00</strong></td>
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</table>

RFTA

<table>
<thead>
<tr>
<th>RFTA</th>
<th><strong>$680,250.00</strong></th>
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</thead>
<tbody>
<tr>
<td>MINUS GWS Paratransit</td>
<td><strong>$30,000.00</strong></td>
</tr>
<tr>
<td><strong>Total RFTA Expenses</strong></td>
<td><strong>$650,250.00</strong></td>
</tr>
</tbody>
</table>

**Total Expenses**

<table>
<thead>
<tr>
<th>Expenses</th>
<th><strong>$693,231.00</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Program Income</td>
<td><strong>$29,060.00</strong></td>
</tr>
<tr>
<td>Less CSBG</td>
<td><strong>$52,677.00</strong></td>
</tr>
<tr>
<td><strong>Total G/P Income</strong></td>
<td><strong>$80,677.00</strong></td>
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<tr>
<td>Less 50% County Share</td>
<td><strong>$346,615.50</strong></td>
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<tr>
<td><strong>Total County Share</strong></td>
<td><strong>$346,615.50</strong></td>
</tr>
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</table>

**Total Revenue**

<table>
<thead>
<tr>
<th>Revenue</th>
<th><strong>$427,292.50</strong></th>
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<tbody>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$693,231.00</strong></td>
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</tbody>
</table>

**Income less expenses**

<table>
<thead>
<tr>
<th>Income</th>
<th><strong>$265,938.50</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Budget Share</td>
<td>$265,938.50</td>
</tr>
</tbody>
</table>

TRANSPORTATION BREAKDOWN Based on July 2017 - June 2018 Usage

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th># of Rides Provided</th>
<th>Percent of Total</th>
<th>Transportation Contribution</th>
<th># of Rides</th>
<th>Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbondale*</td>
<td>248</td>
<td>2.85%</td>
<td>$7,572.94</td>
<td>186</td>
<td>$5,384.18</td>
</tr>
<tr>
<td>Glenwood Springs*</td>
<td>3,827</td>
<td>43.94%</td>
<td>$116,861.48</td>
<td>4,321</td>
<td>$125,080.81</td>
</tr>
<tr>
<td>New Castle*</td>
<td>375</td>
<td>4.31%</td>
<td>$11,451.02</td>
<td>631</td>
<td>$18,265.58</td>
</tr>
<tr>
<td>Silt</td>
<td>394</td>
<td>4.52%</td>
<td>$12,031.21</td>
<td>366</td>
<td>$10,594.67</td>
</tr>
<tr>
<td>Parachute</td>
<td>3,665</td>
<td>44.38%</td>
<td>$118,021.85</td>
<td>3,765</td>
<td>$108,986.17</td>
</tr>
<tr>
<td>Rifle</td>
<td>3,865</td>
<td>44.38%</td>
<td>$118,021.85</td>
<td>4,333</td>
<td>$109,557.99</td>
</tr>
<tr>
<td><strong>MUNICIPAL TOTAL</strong></td>
<td><strong>6,709</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$265,938.50</strong></td>
<td><strong>9,259</strong></td>
<td><strong>$288,311.50</strong></td>
</tr>
</tbody>
</table>

RFTA Members

| Rural Garfield County       | 3,150              | 3,272            | 3,674                       |
| Mt. Valley                  | 2,608              | 2,939            | 1,173                       |
| Parachute                   | -                  | -                | 147                         |
| **Total**                   | **14,467**         | **15,480**       | **15,621**                  |

Staff:
- 25% Manager
- 10% Prog Coordinator
BOARD OF TRUSTEES AGENDA MEMORANDUM

TITLE: Bike, Pedestrian, and Trails Commission Member Application Review

SUBMITTING DEPARTMENT: Boards and Commissions

ATTACHMENTS: Bike, Pedestrian, and Trails Commission membership applications from April 02, 2018 meeting

BACKGROUND
On March 4, 2019, the Bike, Pedestrian, and Trails Commission reviewed membership application submitted by Laurie Loeb. The commission moved to recommend the applicants for full membership appointment on the Carbondale Bike, Pedestrian, and Trails Commission.

RECOMMENDATION
Town Staff recommends the Board of Trustees move to approve Laurie Loeb be appointed as regular voting member of the Bike, Pedestrian, and Trails Commission.

Prepared by: P. Angie Sprang

______________________________
Town Manager
TOWN OF CARBONDALE
APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT  ☑️ REAPPOINTMENT ☐

NAME OF APPLICANT: Laurie Loeb
MAILING ADDRESS: 268 363
STREET ADDRESS OF RESIDENCE: 318 Garfield Ave
TELEPHONE: (Work) (Home) 963-2798
OTHER PHONE: 970-448-4484 E-MAIL: laurie.loeb@gmail.com

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

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

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

Bike/Pedestrian Trails

NEW APPOINTMENT ONLY:

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

See attached

Laurie Loeb 2/26/19

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

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

Mayor and Board of Trustees
Town of Carbondale

*****************************************************************************
Laurie Loeb, new appointment applicant for Bike/Pedestrian/Trails Commission

New Appointment only:

I have been a C’dale resident and property owner for 50 years, served on Town Council, P & Z, Zoning Variance Board (chaired for 13 yrs!), Fire Dept; Water Conservancy District Board, etc etc; started Arts Council and Mt Fair and ran them for their first seven years; started HACE, the first local Latino assistance program; have had my fingers in many pots as a life-long community activist and volunteer.

I care deeply about our beloved town and community and feel thankful that so many people here embrace various forms of transport. As an active senior pedestrian, bicyclist, and motorist, I have over the past few years become increasingly concerned with traffic and pedestrian impacts and safety due to expanding numbers of residents and visitors. I wish to foster peaceful and mutually respectful coexistence of people utilizing varied forms of mobility, and believe this commission is the appropriate platform in which to address these issues.

My background in local government, knowledge of this community, experience in administration and delivery of higher education, human and senior services, the arts, and community development have provided me with skills in research, planning, organizing and implementation to effectively accomplish tasks undertaken. After a hiatus of six years I’d now appreciate the opportunity to again serve my community!
Board of Trustees Agenda Memorandum

Meeting Date: March 12, 2019

TITLE: Contract approval for Colorado Watershed Assembly grant

SUBMITTING DEPARTMENT: UTILITIES

ATTACHMENTS: Colorado Healthy Rivers Fund Grant Agreement

BACKGROUND:
A collaborative effort is under way to redevelop and restore a section of the river which is within the jurisdiction of the Town. The Crystal River Restoration and Weaver Head Gate project has been formulated with the Town of Carbondale, Aspen Valley Land and Trust, Roaring Fork Conservancy, American Rivers, Colorado Parks and Wildlife, and Public Counsel of the Rockies. The project area is within the Town’s jurisdiction between the Fish Hatchery and Crystal Bridge Drive. This reach of the lower Crystal is described as “the most degraded overall functional condition” (Section 5.4, Crystal River Management Plan). This project is hopefully the first of several involving the river channel with ditch diversion and head gate efficiency improvement aimed at restoring functional conditions for the Crystal River.

The funding for this work is a collaboration of grants, matching fund grants, and in kind services to match grant obligations from the various organizations involved with this project. There have been several items that have been approved by the Town trustees to implement this project.

The Colorado Watershed Assembly oversees the Colorado Healthy Rivers Fund which has been financed by the Colorado Individual Income Tax Refund Check-off Program.
The grant for the Crystal River Restoration and Weaver Head Gate project has been awarded through the Healthy Rivers Fund to the Town of Carbondale for $15,000.

**DISCUSSION:**
The restoration project represents a significant degree of ongoing collaboration among stakeholders on the Crystal River and advances the implementation of the Crystal River Management Plan. The Crystal River Management Plan identifies riparian vegetation, debris supply, physical structure, and biotic structure all to be “severely impaired” in this reach. This project is intended to serve the community both as a model for future Crystal River restoration and irrigation system improvement projects.

This grant supports ongoing work which has been authorized for the phase 2 scope of the River Restoration agreement approved February 12, 2019. The contract administration is through the Town as the applicant for the grant funding of the project with Colorado Watershed Assembly.

**FISCAL ANALYSIS:**
Funding for this project is through grants, matching fund grants, and in kind match efforts by the stakeholders and Town staff. Complimentary grants have been awarded through The Colorado Water Conservation Board (CWCB) matching grant for $90,000 which is matched (50:50) with funding from the following organizations: the Colorado Basin Round Table $20,700, Aspen Ski Company Environmental Fund $9300, Pitkin County Healthy Rivers $5000, Town of Carbondale $20,000, and in kind time funding $20,000 for the project and this Colorado Healthy Rivers grant for $15,000.

Acquiring additional funding opportunities will continue to be explored as this project moves forward.

**RECOMMENDATION:**
Staff’s recommendation is for the Trustees to approve entering into an agreement with Colorado Watershed Assembly by authorizing the Mayor to sign the attached Colorado Healthy Rivers Fund Agreement.

Prepared By: Mark O'Meara, Utility Director

---

Town Manager
## Colora Watershed Assembly

**Colorado Healthy Rivers Fund Grant Agreement**

<table>
<thead>
<tr>
<th>Order</th>
<th><strong>Important</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number:</strong> CCRR4</td>
<td>The grant number must appear on all invoices and correspondence.</td>
</tr>
<tr>
<td><strong>Date:</strong> January 21, 2019</td>
<td></td>
</tr>
<tr>
<td><strong>Description:</strong> Carbondale Crystal River Restoration and Weaver Ditch Efficiency Project</td>
<td></td>
</tr>
<tr>
<td><strong>Effective Date:</strong> January 1, 2019</td>
<td></td>
</tr>
<tr>
<td><strong>Expiration Date:</strong> December 31, 2019</td>
<td></td>
</tr>
<tr>
<td><strong>Recipient</strong></td>
<td><strong>Bill To</strong></td>
</tr>
<tr>
<td><strong>Organization:</strong> Town of Carbondale</td>
<td>Colorado Watershed Assembly</td>
</tr>
<tr>
<td><strong>Watershed Basin:</strong> Colorado</td>
<td>P.O. Box 460736</td>
</tr>
<tr>
<td><strong>Contact Person:</strong> Mark O'Meara, Utilities Director</td>
<td>Glendale, CO 80246</td>
</tr>
<tr>
<td><strong>Contact Phone:</strong> 970-510-1351</td>
<td></td>
</tr>
<tr>
<td><strong>Contact Email:</strong> <a href="mailto:momeara@carbondaleco.net">momeara@carbondaleco.net</a></td>
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</tbody>
</table>

**See CWA General Terms & Conditions**
<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
<th>MSDS Req.</th>
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<tbody>
<tr>
<td>1. Public Meetings and Stakeholder Involvement</td>
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<tr>
<td>2. Conceptual Alternatives Development</td>
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**Service From Date:** 01/01/2019  **Service To Date:** 12/31/2019

**Document Total = $15,000**

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<th>CWA:</th>
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<tbody>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
1. Offer/Acceptance. This Grant Agreement (GA) is an ACCEPTANCE of Recipient’s proposal in accordance with the terms and conditions of the "solicitation" identified in the Colorado Healthy Rivers Fund RFP, subject to the terms and conditions set forth herein.

2. Safety Information. All chemicals, equipment and materials proposed and/or used in the performance of this GA shall conform to the requirements of the Occupational Safety and Health Act of 1970. Recipient shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. Changes. Recipient shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This GA shall not be modified, superseded or otherwise altered, except by mutual written agreement of the Colorado Watered Assembly (CWA) and Recipient. Each service performed shall comply with the terms of this GA, notwithstanding invoice terms or acts of Recipient to the contrary, unless this GA has been modified, superseded or otherwise altered in accordance with this section.

4. Delivery. CWA is relying on the promised delivery date. Installation, and/or performance shall be forth in Recipient’s proposal as material and basic to CWA’s acceptance. If Recipient fails to deliver or perform as and when promised, CWA, in its sole discretion, may cancel this GA, or any part thereof, without prejudice to its other rights and charge Recipient with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Recipient in performance of its obligations under this GA shall be made available to CWA for publication. Usage rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Recipient shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State") and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

6. Quality. CWA shall be the sole judge in determining "equals" with regard to quality, price and performance.

7. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 (“CUC”), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this GA or the specifications.

8. Inspection and Acceptance. Final acceptance is contingent upon completion of all applicable inspection procedures. If services fail to meet any inspection requirements, CWA may exercise all of its rights, including those provided in the CUC. CWA shall have the right to inspect services provided under this GA at reasonable times and places "services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to GA requirements, CWA may require Recipient to perform the services again in conformity with GA requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, CWA may (a) require Recipient to take necessary action to ensure that future performance conforms to GA requirements and (b) equitably reduce the payment due to Recipient to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available to this GA, at law, or in equity.

9. Taxes. CWA and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (No. 84-730123K) and from all State and local government sales and use taxes [C.R.S. Title 39, Article 26, Parts 1 and 8]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to CWA. CWA shall not reimburse such sales or use taxes.

10. Payment. CWA shall pay Recipient for all amounts due within 45 days after receipt of services invoice and a correct notice of amount due.

11. Assignment and Successors. Recipient shall not assign rights or delegate duties under this GA or subcontract any part of the performance required under this GA, without the express, written consent of CWA. This GA shall inure to the benefit of and be binding upon Recipient and CWA and their respective successors and assigns.

12. Indemnification. If any article sold or delivered under this GA is covered by a patent, copyright, trademark, or application therefore, Recipient shall indemnify and hold harmless CWA from any and all loss, liability, cost, expenses and legal fees incurred in account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this GA is for services, Recipient shall indemnify, save, and hold harmless CWA, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by Recipient, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this GA.

13. Independent Contractor. Recipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Recipient nor any agent or employee of Recipient shall be deemed to be an agent or employee of CWA. Recipient and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through CWA and CWA shall not pay for or otherwise provide such coverage for Recipient or any of its agents or employees. CWA shall not have authorization, express or implied, to bind Recipient to any agreement, liability or understanding, except as expressly set forth herein. Recipient shall (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by CWA, and (c) be solely responsible for its acts and those of its employees and agents.

14. Communication. All communication concerning administration of this GA, prepared by Recipient for CWA’s use, shall be furnished solely to CWA.

15. Compliance. Recipient shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

16. Insurance. During the term of this GA, and any renewals or extensions thereof, Recipient shall obtain, maintain, and keep in force at all times during the term of this GA an insurance policy or policies, issued by a company authorized to do business in Colorado in the kinds and minimum amounts, and under the conditions specified below:

A. Worker’s Compensation Insurance as required by law, and Employer’s Liability Insurance covering all of Recipient’s employees acting within the course and scope of their employment.

B. Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, products, and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- $1,000,000 each occurrence,
- $1,000,000 general aggregate;
- $1,000,000 products and completed operations aggregate; and
- $500,000 any one occurrence.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Recipient shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CWA a certificate or other document satisfactory to CWA to show compliance with this provision.

C. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos), with a minimum limit of $1,000,000 each accident combined single limit.
D. CWA shall be named as an additional insured on the Commercial General Liability policy.

E. The insurance shall include provisions preventing cancellation or non-renewal without at least thirty (30) calendar days prior written notice to CWA.

F. Recipient shall provide to CWA certificates showing insurance coverage required by this GA by the effective date of this GA. No later than fifteen (15) days prior to the expiration date of any such coverage, Recipient shall deliver to CWA certificates of insurance evidencing renewals thereof. At any time during the term of this GA, CWA may request in writing, and recipient shall thereupon within ten (10) calendar days’ supply to CWA, evidence satisfactory to CWA of compliance with the provisions of this section.

G. Recipient shall provide other such insurance as may be required by law, or in a specific solicitation.

17. Termination Prior to Services. If Recipient has not accepted this GA in writing, CWA may cancel this GA by written or oral notice to Recipient prior to commencement of services.

18. Termination for Cause. (a) If Recipient refuses or fails to timely and properly perform any of its obligations under this GA with such diligence as will ensure its completion within the time specified herein, CWA may notify Recipient in writing of non-performance and, if not corrected by Recipient within the time specified in the notice, terminate Recipient’s right to proceed with the GA or such part thereof as to which there has been delay or failure. Recipient shall continue performance of this GA to the extent not terminated and be liable for excess costs incurred by CWA in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this GA. (b) CWA may withhold amounts due to Recipient as CWA deems necessary to reimburse CWA for excess costs incurred in curing, completing or procuring similar goods and services (c) if after rejection, revocation, or other termination of Recipient’s right to proceed under the CUC or this clause, CWA determines for any reason that Recipient was not in default or the delay was excusable, the rights and obligations of CWA and Recipient shall be the same as if the notice of termination had been issued pursuant to termination under §19.

19. Termination in Public Interest. CWA is entering into this GA for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this GA ceases to further the public policy of the State, CWA, in its sole discretion, may terminate this GA in whole or in part and such termination shall not be deemed to be a breach of CWA’s obligations hereunder. This section shall not apply to a termination for Recipient’s breach, which shall be governed by §18. CWA shall give written notice of termination to Recipient specifying the part of the GA terminated and when termination becomes effective. Upon receipt of notice of termination, Recipient shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, CWA shall pay: (a) reasonable settlement expenses, (b) the GA price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. Recipient’s termination liability under this section shall not exceed the total GA price plus a reasonable cost for settlement expenses. Recipient shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of CWA.

20. GA Approval. This GA shall not be valid unless it is executed by CWA. CWA shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

21. Fund Availability. Financial obligations of CWA payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this GA is funded in whole or in part with federal funds, this GA is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. CWA represents that it has sufficient funds are available to make payment for goods delivered in a single installment, in accordance with the terms of this GA.

22. Choice of Law. State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this GA. The CUC shall govern this GA in the case of goods unless otherwise agreed in this GA. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this GA in whole or in part shall not be valid or enforceable or available in any manner at law, whereby by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this GA, venue for any judicial or administrative action arising out of or in connection with this GA shall be in Denver, Colorado. Recipient shall exhaust administrative remedies as applicable, prior to commencing any judicial action against CWA.

23. Public Contracts for Services. (Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental Purchase Orders (POs), or information technology services or products and services) Recipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this GA and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this GA, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Recipient shall not knowingly employ or contract with an illegal alien to perform work under this GA or enter into a contract or PO with a subcontractor that fails to certify to Recipient that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this GA. Recipient shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this GA, (b) notify subcontractors that it has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this GA, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Recipient participates in the Department program, Recipient shall deliver to CWA a written, notarized affirmation that Recipient has examined the legal work status of each employee and shall comply with all of the other requirements of the Department program. If Recipient fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., CWA may terminate this GA for breach and, if so terminated, Recipient shall be liable for damages.

24. Public Contracts with Natural Persons. Recipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the GA.
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for the Wilderness Workshop event to be held at the 3rd St. Center.

Date: April 10th 2019 4pm to 10pm

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol.

Rebecca Mirsky / Event Manager

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

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

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

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

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

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

   [Wilderness Workshop]

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

   [P.O. Box 1442

   Carbondale, CO 81623]

3. ADDRESS OF SPECIAL EVENT

   [Third St Center Auditorium

   520 S. 3rd Street

   Dale 81623]

NAME | DATE OF BIRTH | EMAIL ADDRESS | PHONE NUMBER
--- | --- | --- | ---
Will Rouih | | | 
Rebecca Mislyk | | | 

4. PRESIDENCY OF ORG. OR POLITICAL CANDIDATE

5. EVENT MANAGER

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

- NO
- YES

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

HAPPENING IN PERMIT

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<th>Date</th>
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<th>Hours From To</th>
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<td>4PM</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

TITe

DATE

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

TITe

DATE

LOCAL LICENSING AUTHORITY

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

CERTIFICATE OF FACT OF GOOD STANDING

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

WILDERNESS WORKSHOP

is a Nonprofit Corporation formed or registered on 11/30/1976 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 19871313735.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/15/2019 that have been posted, and by documents delivered to this office electronically through 02/19/2019 @ 11:27:25.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/19/2019 @ 11:27:25 in accordance with applicable law. This certificate is assigned Confirmation Number 11399400.

[Signature]
Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
February 19, 2019

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

Wilderness Workshop has rented our Community Hall (old Gym) for an event on April 10, 2019 from 4:00pm 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 Community Hall (old Gym) and should not be in any other part of the building. We will coordinate security for the event and building.

Sincerely,

Colin Laird  
Director  
Third Street Center
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for Blue Lake Preschool at the Church of Carbondale.

Date: April 12th, 2019

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol.

Michelle Oger / Event Manager

I recommend the approval for the 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

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY
- FERMENTED MALT BEVERAGE (3.2 BEER) $10 PER DAY

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Blue Lake Preschool

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

0189 JW Drive, C
Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT

110 Snowmass Drive
Carbondale, CO 81623

NAME

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SEY OF OR POLITICAL CANDIDATE

Michelle Ogger

Vent Manager

Savanna Gustafson

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

- NO
- YES

HOW MANY DAYS?

STATE LIQUOR OR BEER CODE?

6. 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: April 12, 2019

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

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

CAL LICENSING AUTHORITY

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

CERTIFICATE OF FACT OF GOOD STANDING

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

Blue Lake Preschool, Inc.

is a Nonprofit Corporation formed or registered on 05/19/2000 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 20001102367.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/22/2019 that have been posted, and by documents delivered to this office electronically through 02/25/2019 @ 13:40:37.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/25/2019 @ 13:40:37 in accordance with applicable law. This certificate is assigned Confirmation Number 11412969.

Secretary of State of the State of Colorado

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

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FACILITY RENTAL AGREEMENT

<table>
<thead>
<tr>
<th>Event:</th>
<th>Blue Lake Preschool Annual Fundraiser</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of People:</td>
<td>200</td>
</tr>
<tr>
<td>Event Date:</td>
<td>Friday, April 12, 2019</td>
</tr>
<tr>
<td>Event Start Time:</td>
<td>5 PM</td>
</tr>
<tr>
<td>Event End Time:</td>
<td>10 PM</td>
</tr>
<tr>
<td>Set-up Time:</td>
<td>Thursday, April 11 after 1:30 PM</td>
</tr>
<tr>
<td>Rooms:</td>
<td>Gathering Center / Kitchen / 1/3 of Auditorium</td>
</tr>
<tr>
<td>Event Fee:</td>
<td>$3500</td>
</tr>
<tr>
<td>Staff:</td>
<td>Orchard Liaison/Laurie Sabo</td>
</tr>
</tbody>
</table>

Client Name: Michelle Oger for Blue Lake Preschool
Address: 0189 JW Drive Unit C Carbondale, CO 81623
Phone: 963-4380
Email: blps@sopris.net

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 $3500. This payment secures the Gathering Center / Kitchen / 1/3 of Auditorium on Friday, April 12, 2019 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.
Painful Acoustic Trauma

\[\begin{array}{ll}
140 & \text{Shotgun blast} \\
130 & \text{Jet engine 100 feet away} \\
120 & \text{Rock concert} \\
110 & \text{Car horn, siren} \\
100 & \text{Motorcycle, lawnmower, shop vac} \\
90 & \text{Fan, nearby restaurant, vacuum, sirens} \\
70 & \text{Car, alarm clock, city traffic} \\
60 & \text{Conversation, dishwasher} \\
50 & \text{Moderate reading} \\
40 & \text{Refrigerator} \\
30 & \text{Whisper, laugh} \\
20 & \text{Soft talking}
\end{array}\]

\[dB\] levels

\[\text{Client Initials}\]

2. Event Exceeding Specified Time

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

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

\[\text{Client Initials}\]

3. Cancellation Fees

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

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

\[\text{Client Initials}\]

4. Method of Payment

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

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

\[\text{Client Initials}\]

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

4
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: **Michelle Pace**  

**The Orchard**  
By: **/s/Charley Hill**  
Title: **Lead Pastor – The Orchard**  
Date: **2/21/19**

**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**

**0189 JW Drive, **C

**Billing Address**

**Carbondale, CO 81623**

City, State, Zip  
**2/25/19**  

**Today's Date**

**Visa or MasterCard #**

**Expiration Date**

**CVC**

**Authorized Signature**
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for Colorado Animal Rescue, Inc. for an event to be held at the 4th Street Plaza from 4pm to 8pm.

Date: May 3rd, 2019

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol.

Wes Boyd / President / Secretary
Michelle Marlow / Event Manager

I recommend the approval for the 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
- CHARTERED BRANCH, LODGE OR CHAPTER
- OF A NATIONAL ORGANIZATION OR SOCIETY
- RELIGIOUS INSTITUTION
- PHILANTHROPIC INSTITUTION
- POLITICAL CANDIDATE
- MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
- MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
   Colorado Animal Rescue

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY
   2801 County Road 114
   Glenwood Springs, CO 81601

3. ADDRESS OF SPECIAL EVENT
   4th Street Plaza
   Carbondale, CO 81623

NAME

4. PRES/SEY OF ORG. OR POLITICAL CANDIDATE
   Wes Boyd

5. EVENT MANAGER
   Michelle Hanus

EMAIL ADDRESS

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: 5/3/19
Hours From 4 p.m. To 8 p.m.

OATH OF APPLICANT

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

SIGNATURE

Wes Boyd

TITLE

Director

DATE

5/3/19

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

TITLE

DATE

LOCAL LICENSING AUTHORITY

ATTEST
February 5, 2019

Town of Carbondale Board of Trustees:

As we hope you’re familiar by now, the annual Carbondale “Family Block Party” will be held on Friday, May 3rd 2019 from 4:00-8:00 p.m. in the 4th Street Plaza in Carbondale. This event is a collaborative effort spearheaded by Michelle Marlow and Colorado Animal Rescue (C.A.R.F.). Beneficiaries of proceeds raised at the event are Carbondale Arts, Carbondale Parks & Recreation, Colorado Animal Rescue, and other participating non-profits.

During the hours of the event, we will be serving alcohol to guests over the age of 21. Beer will be donated by Roaring Fork Beer Co. and a pre-mixed cocktail by Marble Distilling Co. Alcohol service will be supervised by Tipps certified volunteer. Ticket bearers will be properly vetted at the gate (i.e. ID’s will be checked and guests 21 years of age and older will be given a specific wrist band). The entire event area will be fenced in, and no alcohol will be allowed outside of designated areas. All alcohol consumption will be monitored by volunteer security.

Thanks for your ongoing support!

Wes Boyd
Executive Director, Colorado Animal Rescue

Michelle Marlow

Gypsy!
Available for adoption
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
GIA Group, LLC
1005 Grand Avenue
Suite K
Glenwood Springs, CO 81601

**INSURED**
Colorado Animal Rescue, Inc.
2801 County Road 114
Glenwood Springs, CO 81601

**CONTACT**
Jaime Carroll

**PHOTO**
(970) 384-5316

**EMAIL**
jaimec@glenwoodins.com

**INSURER A**
Great American Insurance Co.
39896

**COVERAGES**

<table>
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<tr>
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<th>ADDED W/O</th>
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<th>POLICY EXP</th>
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<td>X</td>
<td>PAP4097854</td>
<td>1/1/2019</td>
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<tr>
<td>CLAIMS-MADE</td>
<td>X</td>
<td>OCCUR</td>
<td></td>
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<tr>
<td>GENL AGGREGATE LIMIT APPLIES PER OCCUR</td>
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</tbody>
</table>

**LIMITS**
- EACH OCCURRENCE: $1,000,000
- DAMAGE TO RENTED PREMISES: $100,000
- MED EXP: $5,000
- PERSONAL ADV INJURY: $1,000,000
- GENERAL AGGREGATE: $3,000,000
- PRODUCTS/OCCUP ORN MSEC: $3,000,000

**COVERAGE FOR AUTO LIABILITY**

| ANY AUTO OWNED | AUTOS INCLUDED IN LIMITS | OCCUR |
| SCHEDULED AUTOS |
| HOMBED AUTOS |
| COMMINSION SINGLE LIMIT | EACH OCCURANCE |
| BODILY INJURY (Per person) |
| BODILY INJURY (Per accident) |
| PROPERTY DAMAGE (Per accident) |
| GENERAL AGGREGATE |
| EXCESS LIMITS |

**CERTIFICATE HOLDER**
Town of Carbondale
511 Colorado Ave
Carbondale, CO 81623

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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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,

COLORADO ANIMAL RESCUE, INC.

is a
Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/09/2018 that have been posted, and by documents delivered to this office electronically through 03/13/2018 @ 12:31:36.

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 03/13/2018 @ 12:31:36 in accordance with applicable law. This certificate is assigned Confirmation Number 10775993.

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
THE LAUNCHPAD
- Additional Restrooms inside
- NO ALCOHOL from Family Block Party to be allowed inside The Launchpad

4th Street Plaza
- Trash/Compost
- Recycling Stations
- Water Station
- Additional Vendors

X = MAIN EVENT ENTRY - Staffed
X = Alcohol only allowed on 4th Street Plaza between Main & Garfield & in Lawn Area. Trash Cans/Staffed Check Points.

= Event Perimeter
O = Staffed - Perimeter
March 6, 2019

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

Ladies and Gentlemen of the Board:

I am writing on behalf of CARE (Colorado Animal Rescue, Inc.) for the Spring Into Fun Block Party Event. The Town of Carbondale Parks & Recreation Department has given CARE permission to use the 4th street plaza and park for their annual fundraising event on Friday, May 3, 2019. The hours for set up, the festival and break down will be:

- Friday, May 3, 2019 1:00 pm to 4:00 pm for set up, 4 pm to 8:00 pm liquor permit times, 8:00 pm to 9:00 pm for break down.

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

Sincerely,

[Signature]

Eric Brendlinger
Town of Carbondale
Parks & Recreation Department Director
March 6, 2019

4th Street Plaza & Park special event management plan for the 2019

Spring into Fun Family Block Party

May 3, 2019

Special Event Liquor License BOT review on Tuesday, March 12, 2019

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

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

Eric Brendlinger  Carbondale Parks & Recreation Director

ebrendlinger@carbondaleco.net

www.carbondalerec.com

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

Parks & Recreation Director

Public Works Director

Police Chief

Town Manager

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

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

SECTION 1 - EVENT SUMMARY:

1. NAME OF EVENT: Family Block Party

2. Primary Event Organizer: Michelle Marlow
   a. Cell Phone: 970-948-1334
   b. Email: michmarlow@gmail.com
   c. Address: 372 Rivers Bend, Carbondale, CO 81623

   a. Cell Phone: 970-371-5807
   b. Email: wes@coloradoanimalrescue.org
   c. Address: 2801 CR 114, Glenwood Springs, CO 81601

4. EVENT LOCATION: 4th Street Plaza (Main to Garfield)

5. EVENT DATE(s): Friday, May 3, 2019

6. EVENT TIME(s): 4 - 8 PM

7. EVENT SET-UP TIME(s): 1 - 4 PM

8. EVENT BREAK-DOWN TIME(s): 8 - 9 PM
   Procedures must be in place to avoid neighborhood noise disturbance with event break-down. Breakdown within town parks must end at 10:30 pm; and Downtown breakdown at 11:30 pm

SECTION 2 - EVENT SUMMARY INFORMATION:

1. Approximate number of people expected to attend event: 300 - flow

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: 5
   b) Event Volunteers: 15
   c) Event Contractors: 0
   d) Event Security Personnel: 4
   e) Event Vendors: 20

3. Event training for personnel? (Y) ☑ (N) ☐
   Describe?  

---

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4. Fee charged to participants? (Y) (N)
   If yes, how much? ____________________________

5. Amplified music at event? (Y) (N)
   If yes, times music is played (including sound checks)
   3 - 8 PM ____________________________________

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

SECTION 3 – EVENT SITE PLAN (OR PARADE/RACE ROUTE) MAP:
Please provide an accurate detailed drawing or map depicting physical layout of event that includes the following.
Must initial each requirement or write N/A (Not Applicable).

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

2. **Site Improvements**
   - Location of stage, tents, canopies, booths, bleachers, other temporary structures: X
   - Location of generators, electricity sources, speakers, soundboards, lighting: X
   - Location area for trailers, trucks, or other event vehicles: X
   - Identify start & finish area (if a race): N/A

3. **Security, Medical and Safety**
   - Show security check points: X
   - Show placement of traffic control personnel: N/A
   - Locate first aid station, ambulance access point: N/A
   - Locate portable night lighting: N/A

4. **Transportation and Parking**
   - Identify all parking areas (on/off site): X
   - Locate any drop-off/pick-up areas: N/A

5. **Sanitation and Solid Waste**
   - Locate/identify restrooms/portable toilets and hand wash stations: X
   - Locate trash and recycle containers and dumpsters: X

6. **Alcohol, Food Service, Vending Booth Areas**
   - Locate bar/beer garden area, with location of security fencing and entry/exit gates: X
   - Location of food service vendor booths: X
   - Location of merchandise vendor booths; information and/or demonstration booths: X

7. **Smoking Area**
   - Public special events on town parks/streets are non-smoking, unless area is designated: N/A

SECTION 4 – SECURITY PLAN:
Please describe your plan to provide a safe and secure environment (required if dispensing alcohol).

1. Have you hired a professional security company to manage event security? (Y) (N)
   If Yes, please provide the following information:
   - Name of Security Company: ____________________________________________
   - Person in charge at event: ____________________________________________
   - His Cell Phone contact at event: ______________________________________
2. Will Town of Carbondale Police Dept. enforcement services be requested?  
   If Yes, please provide the following information:  
   o List purposes (security; traffic/parking control; event walk-thru):  
   o List # of officers & times when needed:  

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

SECTION 5 – MEDICAL & EMERGENCY SERVICES PLAN:  
Please describe your medical and emergency services plan.

1. Will emergency medical services be summoned through 911?  
   If Yes, please provide the following information:  
   o Name & cell phone of on-site staff designated as medical point of contact: Michelle Marlow 970-948-1334

2. Will a licensed Emergency Medical Service provider or EMT be provided on-site?  
   If Yes, please provide the following information:  
   o Name & cell phone of service provider or EMT:  
   o Aid Station location & hours:

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

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

With this information the Public Works Director will determine a “traffic control plan” and will indicate the required road closure barricades and road detour signage needed for the event. If equipment is supplied by the Town, it will be provided at Town cost in covering staff expenses on delivery/pickup and setup/takedown. Deposit on Town equipment may be required. At the Town’s discretion, to save expenses, Event Organizer may be requested to set up/take down and safely secure the road closure barricades and signage before and after their event with instructions from the Town. Cost to the event organizer will be determined after review of your event road closure request. If a street must be posted “No Parking” by the Town, the cost is $5.00 per side of block. If it’s determined by the Public Works Director that the Town is unable to provide a “traffic control plan,” it may be required that the Event Organizer obtain a plan from a certified traffic control specialist. If the Public Works Director determines that the Town lacks the necessary barricades and signage due to scope and size of road closure (with limited inventory available), it may be required that Event Organizer contract all or a portion of their road closure traffic control management need services with a privately owned traffic control company.
SECTION 7 - REFUSE/TRASH PLAN:
Event organizer shall provide for the pickup and removal of all refuse/trash and recyclable materials, both on and off event site, which results from hosting the event. Throughout the duration of the event and immediately upon conclusion, the park and/or street area must be returned to a clean condition (no later than 10:00 am the next day following event). Event organizer may use Town trash receptacles available within the event area, but will need to provide additional containers at their expense, either by hiring a trash contractor who provides appropriate containers, providing their own containers, or provide a refuse removal plan that prevents the accumulation and overflow of refuse from containers provided by the Town.

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

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

- **Name of Service Provider:** Working with TOC Recreation Center & EverGreen ZeroWaste
- **Contact Person:** Jamie (TOC) Alyssa (EverGreen ZeroWaste)
- **Mailing Address:** PO Box 1661, Aspen, CO 81623
- **Cell Phone:** 970.987.3140  Email: alyssa@evergreenzerowaste.com

SECTION 8 - PORTABLE RESTROOM PLAN:
Event organizer shall provide portable restroom facilities unless you can show the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event. Please make sure these facilities are shown on your site plan. Portable toilets shall be removed from event site by 11:00 am the next day following event. Event organizer is responsible for keeping both portable toilets and park bathrooms clean, unplugged, and stocked with toilet paper beginning to end of event. Multiple day events may require portable toilets to be pumped out daily. Please use the formula below to figure out your event’s porta potty needs.

**Duration of Event and number of Portable Toilets needed**

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<tr>
<th>Number Of Participants</th>
<th>1 hr</th>
<th>2 hr</th>
<th>3 hr</th>
<th>4 hr</th>
<th>5 hr</th>
<th>6 hr</th>
<th>7 hr</th>
<th>8 hr</th>
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</thead>
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</tbody>
</table>

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

If yes, how many:  Existing + 2 at The Launchpad

Number of ADA accessible portable toilets:  2 at The Launchpad

Is portable handwashing station being provided?  
(N) [ ]  (Y) [ ]
If no, is there a sanitizer dispenser within toilet?  (Y) (N)

Please provide the following information regarding event portable restroom provider:
- Name of Service Provider: Waste Management or Mountain Waste
- Contact Person: ____________________________
- Mailing Address: ____________________________
- Cell Phone: ________________________ Email: ____________________________

SECTION 9 – ALCOHOL MITIGATION PLAN & PERMIT REQUIRED:
Responsible sale and/or distribution of alcohol is critical to a safe and successful event. A Town of Carbondale Liquor License Special Event permit application ($50.00 payable to: Town of Carbondale) must be obtained from the Town Clerk, and submitted and approved by the Board of Trustees to sell alcohol (beer & wine) at your event. Only an incorporated non-profit organization is eligible for obtaining a special event liquor permit. The special event permit you receive will prohibit the consumption of alcohol outside of a controlled area or beer garden. Liquor liability coverage with a $1,000,000 limit must be included on your certificate of insurance (also naming the Town as additionally insured). You must submit your special event liquor license application to the Town Clerk at least 30 days prior to your event. Applications submitted to the Town will require a hearing before the Town Trustees. Event Organizer must post a notice at event site 10-days prior to hearing before Town Trustees. Town Clerk will schedule hearing and provide notice board to be posted by event organizers.

If your event is going to involve the sale and/or distribution of alcoholic beverages, please provide following information:
- Hours of operation of event (include dates & times): 4 - 8 PM
- Alcohol service times: 4 - 7:45 PM (required ending is 15 minutes prior to event shutdown, although 30 minutes prior is recommended)
- A designated fenced-in or secured area for the dispensation and consumption of alcoholic beverages is required. Show this area on your site plan and describe measures taken to secure the area: Refer to diagram
- Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons): All patrons will be IDed and wrist banded at a separate location and then served by CARE Staff who have been TIPS trained.
- Describe how TIPS trained servers will monitor alcohol consumption and intoxication: Per TIPS training Öservers will not serve intoxicated persons, nor will servers be allowed to consume alcohol before or during their shift (Note: Servers should not consume alcohol while working a shift, and should not return to shift if they consumed alcohol)
- Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated: If incidents occur away from immediate service, volunteers will handle the situation to the best of their ability and then to seek out event coordinators and security staff. All situations should be reported to event coordinators.
- Consider (but not required) designating a “family friendly” seating area. If included, describe the location and include on site plan: The entire event is family friendly.
o Will event provide alternative beverages to alcohol? If so, what? Yes - non-alcoholic drinks and a water station will be available

o Will food be available at all times? If so, what? Yes - food vendors will be on-site a water station will be available

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

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

SECTION 10 – FOOD PLAN & PERMIT:
These guidelines should assist you in developing plans for food handling, preparation, and distribution in the most responsible and legal manner. Garfield County Public Health Department paperwork process for Temporary and Special Food Service Events must be followed if you will be having any event in Garfield County where food will be sold to the public. (This includes, fairs, festivals, carnivals, farmers markets.) All vendors must obtain a retail food establishment license to serve open foods (including ice), and potentially hazardous foods that need to be temperature controlled. The event organizer is required to fill out a Garfield County Public Health Event Coordinator Plan Review (appendix A) and each vendor at your event must fill out and apply for an annual Garfield County Public Health Temporary Vendor Application (Appendix B) and a Garfield County Public Health Commissary Agreement (Appendix C) Temporary Vendor Permit Flow Chart (Appendix D). All food vendors at your event must have their original Colorado Retail Food Establishment license on premise at all times.

o Please list food vendors at your event, name of vendor and product(s) served: We are working on securing vendors at this time and will be in contact with Garfield Public Health to complete the necessary paperwork.

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

SECTION 11 – SALES TAX LICENSE SUBMITTAL PLAN:
If goods and/or services (including the sale of alcohol and food) are to be sold at event, each vendor must obtain a Town of Carbondale Sales Tax License, which they must purchase and pay for at Carbondale Town Hall, 511 Colorado Avenue. Cost is $15.00 for a temporary one-day license; $25.00 for an annual license; and FREE for a governmental agency or charitable organization. Note: A governmental agency or charitable organization must still obtain a Sales Tax License, and if making taxable sales, they shall collect sales tax and consumers shall pay sales tax on such sales.

Event organizer is responsible for submitting a list of Vendors working event to the Town of Carbondale Recreation Dept no later than one week prior to your event. Vendors who did not obtain a Sales Tax License, and who attempt to work the event, shall be shut down by Event Organizers and/or Town staff. Event Organizers are responsible to visually verify and make sure that each vendor has their license and that it is posted within booth.
SECTION 12 – LIABILITY INSURANCE:
Liability insurance coverage must be provided for special event. If your event includes alcohol, liquor liability coverage must also be included. At least one week prior to the event, a certificate of insurance must be submitted to the Town Clerk. The certificate shall name the Town of Carbondale as an additional insured (for example: “Town of Carbondale, its officers, employees, & agents”). This commercial general liability insurance certificate requires the following minimum amount of coverage. Please initial each section.

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

SECTION 13 – EVENT DEBRIEFING:
An event debriefing may be held following your event at Town of Carbondale staff discretion. You are encouraged to attend this debriefing to help offer insight into the success of your event. The purpose of the debriefing will be to identify areas of success, and also areas in need of improvement, should you decide to hold your event annually.

SECTION 14 – FEES AND DEPOSITS

PARK (OR) STREET RENTAL USER FEE:
- $100.00 User Fee per each day of use between 100 – 300 participants
- $200.00 User Fee per each day of use with over 300 participants

PARK (OR) STREET CLEANUP/DAMAGE DEPOSIT FEE:
- $200.00 Cleanup/Damage Deposit Fee for event with 100 – 300 participants
- $500.00 Cleanup/Damage Deposit Fee for events with over 300 participants

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

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

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

Initial here: [Initial]

SECTION 15 – LICENSES, PERMITS, AND FEES
Event Organizer shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

Initial here: [Initial]

SECTION 16 – INDEMNIFICATION:
Event Organizer agrees to indemnify the Town, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the event.
Certificates of insurance shall be provided to the Town Clerk at least one week prior to event.

MM

Initial here: ________

SECTION 17 – CANCELLATION OF EVENT:
Event may be cancelled by the Carbondale Town Manager, or his designee, if a recommendation is made by
the Parks & Recreation Director, Public Works Director, or Chief of Police that the terms of this Agreement
and Event Management Plan are not substantially fulfilled in a timely manner, or in the event of an
unforeseen catastrophic event or act of God. In the event of such cancellation, the Town shall remit to Event
Organizer all rental fees and damage deposits minus any expenditures incurred by the Town. Neither party
shall be liable to the other for any lost profits, lost revenues or consequential damages in the event of such
cancellation.

MM

Initial here: ________

SECTION 18 – RELEASE OF LIABILITY:
The Town assumes no responsibility whatsoever, for any non-municipal property used within the premises of
Event, and the Town is hereby expressly released and discharged from any and all liabilities for any loss,
injury or damages to any person or property of Event Organizer, its employees, agents and concessionaires,
or of any performer or spectator that may be sustained by reason of the occupancy within the premises of
event under this Agreement.

MM

Initial here: ________

SECTION 19 – AUTHORITY TO CONTRACT:
The Town of Carbondale and Event Organizer represent that each has the power to enter into this
Agreement, and grant or receive as the case may be, the license herein granted; each represents that it does
not require the consent of any other person or entity (governmental or otherwise), and that this Agreement
constitutes a valid and binding obligation of the Town of Carbondale and Event Organizer which is
effective against the respective parties in accordance with the terms hereof.

MM

Initial here: ________

SECTION 20 – ATTORNEY’S FEES:
In the event that suit is brought (or arbitration instituted) or any attorney is employed or retained by any
party to this Agreement to enforce the terms of this Agreement, to collect any money due there under, or to
collect any money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to
any other remedy, reimbursement for reasonable attorney’s fees and costs incurred in connection therewith,
including the reasonable value of salaried attorney’s time.

MM

Initial here: ________

Event Organizer Name (Please print):  ______________________________

Michelle Marlow

Signature:  ______________________________  Date: 2/16/19
**THE LAUNCHPAD**

Additional Restrooms Inside

NO ALCOHOL from Front Block Party is

allowed inside The Launchpad

---

**SIDEBALK**

Street Closed

**Main Street**

Street Closed

**X = MAIN EVENT ENTRY - Staffed**

X = Alcohol only allowed on 4th Street Plaza between Main & Garfield & In Lawn Area.

Trash Cans/Staffed Check Points.

- **Event Perimeter**

- **O = Staffed - Perimeter**

---

**PROPOSED:**

Walking PRIDE Parade

5:30 PM

MiCasita to 4th/Main
PARKS & RECREATION DIRECTOR:
We are co-sponsoring the event and participating and will be on site with staff.

Approval: yes  Approval Pending: _______ (see above)  Denial: _______
Signature: _______________________________  Date: 3/5/2019

PUBLIC WORKS DIRECTOR:

Approval: _______  Approval Pending: _______ (see above)  Denial: _______
Signature: _______________________________  Date: ___________

CHIEF OF POLICE:

Approval: _______  Approval Pending: _______ (see above)  Denial: _______
Signature: _______________________________  Date: ___________

TOWN CLERK: (Liquor Licensing Approval)

Approval: _______  Approval Pending: _______ (see above)  Denial: _______
Signature: _______________________________  Date: ___________

TOWN MANAGER:

Approval: _______  Approval Pending: _______ (see above)  Denial: _______
Signature: _______________________________  Date: 3/7/19
Town of Carbondale Police Department  
511 Colorado Avenue, Suite 911 Carbondale, Colorado 81623  (970) 963-2662

PARADE PERMIT

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

The Family Block Party  (Michelle Marlow, event organizer)

For the conduct of a parade or procession.

This permit is in effect only on **Friday, May 3, 2019**, from **5:30 to 6:00 pm**.

The route is as follows: **Walking Parade to start in front of MiCasita (West Main) and walk Main St. to 4th Street Plaza**.

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

1. Candy, toys, or gifts of any kind will not be thrown from floats, and/or conveyance. Outwalkers must hand-out any and all items.

2. Horse or animal drawn conveyances shall be to the rear of the parade away from loud noises or bands.

3. No reckless or careless driving or activity will be permitted, including, but not limited to, wheelies, jumps, stunts, etc.

4. No firearms or firecrackers will be discharged without permission from the Chief of Police.

5. The Town may require proof of Liability Insurance. Please attach a copy of your Certificate of Insurance with the Town of Carbondale as a named insured.

List types and number of anticipated entrants. **50-100**

Parade Applicants are responsible for Post-Parade cleanup.

Conditions of Approval:  
**Provide own traffic control**

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

Parade Representative:  

*Signature*

Date: **3/1/19**

Chief of Police:  

*Signature*

Date: **2/19/19**
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for 5 Point Film Festival for an event to be held at Steve’s Guitars 19 N. 4th Street.

Date: April 26th 2019 9pm to 11.59pm
       April 27th 2019  12am to 2am

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol.

Regna Jones / Even Manager

I recommend the approval for the liquor license.
TOWN OF CARBONDALE
APPLICATION FOR A SPECIAL EVENTS PERMIT

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

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

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- MALT, VINOUS AND SPIRITOUS LIQUOR $50 PER DAY (X) LIQUOR PERMIT NUMBER
- FEMENTED MALT BEVERAGE (3.2 BEER) $10 PER DAY

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

5 Point Film Festival

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

2100 Dolores Way
Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT

19 N 4th St
Carbondale, CO 81623

NAME DATE OF BIRTH EMAIL ADDRESS PHONE NUMBER

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

-regina-jones

5. EVENT MANAGER

-regina-jones

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

- NO  

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

- NO  

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

- NO  

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

Date 4/26/2019
Hours From 9:00 a.m. To 10:00 p.m.

Date 4/27/2019
Hours From 4:00 p.m. To 10:00 p.m.

OATH OF APPLICANT

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

SIGNATURE

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

LOCAL LICENSING AUTHORITY

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

CERTIFICATE OF FACT OF GOOD STANDING

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

5 Point Film Festival

is a Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/28/2019 that have been posted, and by documents delivered to this office electronically through 01/29/2019 @ 16:52:34.

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 01/29/2019 @ 16:52:34 in accordance with applicable law. This certificate is assigned Confirmation Number 11359850.

[Signature]
Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/Biz/CertificateSearchCriteria.do, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."
February 14, 2019

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

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

The festival has permission to use our space for a gathering where alcohol will be served on Friday, April 26, around 9:00 PM and ending Saturday, April 27, around 2:00 AM.

We look forward to working with the 5Point Film Festival staff and volunteers. It’s a great event for the town and we love being a part of it.

Sincerely,

Steve Standiford  
Steve’s Guitars
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for 5 Point Film Festival for the events to be held on the following dates and times:

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I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol.

Regna Jones / Event Manager

I recommend the approval for the 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
- CHARTERED BRANCH, LODGE OR CHAPTER
- OF A NATIONAL ORGANIZATION OR SOCIETY
- RELIGIOUS INSTITUTION
- PHILANTHROPIC INSTITUTION
- POLITICAL CANDIDATE
- MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

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

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

042595714 - 0000

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

5 POINT FILM FESTIVAL

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

2100 DOLORES WAY
CARBONDALE, CO 81623

3. ADDRESS OF SPECIAL EVENT

TOWN HALL PARKING LOT
511 COLORADO AVE
CARBONDALE CO 81623

NAME

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

REGINA JONES

5. EVENT MANAGER

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

X NO

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?

NO

X YES HOW MANY DAYS?

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

Date 4/25/2019

Hours From 3:00 pm

To 8:30 pm

Date 1

Hours From Pm

To Pm

Date

Hours From m

To m

OATH OF APPLICANT

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

SIGNATURE

EXECUTIVE DIRECTOR

DATE 4/14/19

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

DATE

LOCAL LICENSING AUTHORITY

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

CERTIFICATE OF FACT OF GOOD STANDING

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

5 Point Film Festival

is a
Nonprofit Corporation
formed or registered on 11/19/2007 under the law of Colorado, has complied with all applicable
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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 01/29/2019 @ 16:52:34 in accordance with applicable law.
This certificate is assigned Confirmation Number 11359850.

Secretary of State of the State of Colorado

End of Certificate
Street Closed
4PM - 11 PM Today
Due to the 5point Film festival kickoff Party

NO Parking
After 2:00 pm
Thanks!
Thursday, February 7, 2019

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

Ladies and Gentlemen of the Board:

I am writing on behalf of Regna Jones and the 5Point Film Festival. The Town of Carbondale Parks & Recreation Department has given the 5Point Film Festival permission to use the Carbondale Recreation & Community Center and Town Hall Parking Lot for their Van Life Rally during the 5 Point Film Festival to be held Thursday, April 25, 2019. The hours for setup, the Rally, and breakdown include the following:

- April 25, 2019  8:00am - 11:00pm

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

Sincerely,

[Signature]

Jessi Rochel
Town of Carbondale
Recreation Programs and Community Center Manager
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling  
Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for 5 Point Film Festival for the events to be held on the following dates and times:

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I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol.

Regna Jones / Event Manager

I recommend the approval for the 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
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY

## TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- [ ] MALT, VINOUS AND SPIRITOUS LIQUOR $50 PER DAY
- [ ] FEMANTED MALT BEVERAGE (3.2 BEER) $10 PER DAY

## LIQUOR PERMIT NUMBER

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<th>STATE SALES TAX NUMBER (REQUIRED)</th>
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1. **NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE**

**5POINT FESTIVAL**

2. **MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY**

2100 DOLORES WAY  
CARBONDALE, CO 81623

3. **ADDRESS OF SPECIAL EVENT**

Carbondale Recreation Center  
567 Colorado Ave  
Carbondale, CO 81623

<table>
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<tr>
<th>NAME</th>
<th>DATE OF BIRTH</th>
<th>EMAIL ADDRESS</th>
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<tr>
<td>BRENNA JONES</td>
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<td>5PointFilm.org</td>
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4. **PRES/SECY OF ORG. OR POLITICAL CANDIDATE**

5. **EVENT MANAGER**

BRENNA JONES

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

**YES**

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

**NO**

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

**YES**

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

<table>
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<th>Date</th>
<th>Hours From To</th>
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<td>APRIL 27, 2019</td>
<td>10:00 AM To 6:00 PM</td>
<td>APRIL 28, 2019</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**

**EXECUTIVE DIRECTOR**

**DATE**

2/14/19

### 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**
Thursday, February 7, 2019

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

Ladies and Gentlemen of the Board:

I am writing on behalf of Regina Jones and the SPoint Film Festival. The Town of Carbondale Parks & Recreation Department has given the SPoint Film Festival permission to use the Carbondale Recreation & Community Center for the 5 Point Film Festival to be held April 25-28, 2019. The hours for set up, the festival, and break down include the following:

- April 23, 2019 8:00am - 9:00pm
- April 24, 2019 6:00am - 9:00pm
- April 25, 2019 6:00am - 11:00pm
- April 26, 2019 6:00am -11:00pm
- April 27, 2019 8:00am - 11:00pm
- April 28, 2019 8:00am - 8:00pm

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

Sincerely,

Jessi Rochel
Town of Carbondale
Recreation Programs and Community Center Manager
OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

5 Point Film Festival

is a Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/28/2019 that have been posted, and by documents delivered to this office electronically through 01/29/2019 @ 16:52:34.

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 01/29/2019 @ 16:52:34 in accordance with applicable law. This certificate is assigned Confirmation Number 11359850.

Jena Griswold
Secretary of State of the State of Colorado

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

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

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

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

PRODUCER: Neil-Garing Insurance an affiliate of Mountain West Insurance & Financial Services, LLC
PO Box 1576
Glenwood Springs, CO 81602

INSURED: 5 Point Film Festival
PO Box 355
Carbondale, CO 81623

CONTACT: Joseph Stewart
PHONE (412) 683-5194
FAX (412) 370-8301
EMAIL jstewart@neil-garing.com

INSURER A: Philadelphia Insurance Companies
18058
INSURER B: Pinnacle Assurance
41190

COVARES

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

Holder is Additional Insured under General Liability with respect to ongoing operations as required by written contract.

CERTIFICATE HOLDER

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
February 19, 2019

CRCC Facility use agreement, Colorado Avenue Street Closure, 4th street Plaza Park Rental for the
5 Point film festival        April 25,26,27,28, 2019

Special Event Liquor License BOT review on Tuesday, March 12th, 2018

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

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

Eric Brendlinger  Carbondale Parks & Recreation Director

ebrendlinger@carbondaleco.net

www.carbondalerec.com

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

CRCC Program Manager  JKR

Parks & Recreation Director  EIB

Police Chief

Town Manager

Public Works Director

Town Clerk
CRCC Special Event Public Rental Agreement 250 or more participants

TOWN OF CARBONDALE RECREATION & COMMUNITY CENTER RENTAL AGREEMENT

(FOR PUBLIC SPECIAL EVENTS OF MORE THAN 250 PARTICIPANTS)

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

2100 Dolores Way
Carbondale, CO 81623

Regna Jones - Executive Director
Cell: 970-260-4321
Email: regna@5pointfilm.org

The parties do hereby agree to the following:

1. PREMISE:
   The site of the 5Point Film Festival (EVENT NAME) shall take place at the Carbondale Recreation & Community Center Premises (inside & outside) referred to as “CRCC”. (RENTER) is hereby granted an exclusive right of use according to the following schedule:

   Tuesday, April 23, 6:00am - 11:00pm
   Wednesday, April 24, 6:00am - 11:00pm
   Thursday, April 25, 6:00am - 11:00pm
   Friday, April 26, 8:00am - 11:00pm
   Saturday, April 27, 8:00am - 11:00pm
   Sunday, April 28, 8:00am - 11:00pm

   1.1 (RENTER) anticipates that the total number of attendees (including 100 staff & volunteers, and 200 guests & performers) at the EVENT will be approximately 2000 people.

2. EVENT MANAGEMENT PLAN:
   (RENTER) shall provide EVENT MANAGEMENT PLAN to Town of Carbondale Recreation Center Manager by February 18, 2019. 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 #)

Regna Jones - Executive Director - 970-260-4321 / regna@5pointfilm.org
Shannon Outing - Operations - 303-217-3343 / shannon@5pointfilm.org
Tracy Wilson - Volunteer Manager - 970-710-1083 / tracy@5pointfilm.org

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

Set up will begin Tuesday April 23, 2019 at 6:00am and continue through Thursday during the hours denoted above. In the gym: Recreation Center will only be responsible for setting up back curtains. 5Point Film volunteers will set up surrounding curtains on the walls of the gym, a temporary stage at the far end of the gym, chairs and tables. We will use the allotted 400 chairs from the CRCC and Bethel Party Rental will deliver approximately 400 chairs along with a 20x30 tent, which will be placed just to the north of the covered courtyard. An additional 10 x 10 tent will be placed for box office and general information near the entrance to the rec center on the side of Colorado Avenue. Alchemy AV will also be present, setting up the lights and sound; their AV station will be at the NW corner of the gym. In and around the main foyer, 5Point volunteers will be decorating and hanging signage throughout the CRCC; these will consist of basic drapes, paintings, prayer flags, posters, etc. An airstream will be positioned in the back of CRCC for the VIP area along with another 20 x 30 tent. The workout room and climbing wall will remain open during all set up times. On Thursday, April 25, the CRCC kitchen, lobby, outdoor pavilion entry, and two 20x30 tents will be set-up before the event begins. This will also include transporting beer into the kitchen and other serving stations, concessions into the foyer. Food trucks will be set up on the lawn area near the police station. Rosybelle bus as well as other partner tents will be set up in the back ½ of the parking lot directly behind the rec center. Detailed set-up and day of production timelines will be provided by April 19, 2019.

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)

Tuesday, April 23 - Alchemy to set up 6:00am - 11:00pm
Wednesday, April 24 - Set up: 6:00am - 11:00pm

Thursday, April 25 - Set up: 6:00am // Full parking lot in use: 10:30am - 11:00pm
Van Life Opening Reception: 4:00pm to 7:00pm // Film Program 1: 7:00pm - 10:00pm

Friday, April 26 - Free High School Program: 1:00pm - 3:00pm // Food Trucks Open: 4:00pm - 7:00pm
// Film Program 2: 7:00pm - 10:00pm

Saturday, April 27 - Kids Program: 11:00am - 12:30am // Climbing wall & ice cream social:
12:30pm - 2:30pm // Feature Film: 2:30pm - 5:00pm //
Food Trucks Open: 5:00pm-7:00pm // Film Program 3: 7:00pm - 10:00pm
Sunday, April 28 - Feature Film + Artist Talkback: 12:00pm-2:00pm // Film Program 4:
3:30pm-6:00pm

Clean up begins immediately following the last film for each program night. On the last night, Sunday April 28, we will have the gym and lobby completely broken down and vacated. Decorations will be removed, chairs broken down, Alchemy will remove equipment, trash will be removed, etc. Bethel Party Rental will take down tent and remove all rental equipment from outside of the venue on Monday. A thorough cleaning will take place Sunday evening after the space is cleared.

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)

See attached.

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

5Point Film will have at least eight (8) volunteer security personnel, which will be posted at every entrance/exit to make sure that no alcohol leaves the premises. Over consumption will be curbed ahead of time by bartenders and unruly behavior will not be tolerated. 5Point has trained security volunteers in friendly intervention who have sufficient event experience should an issue arise. We will also have TIPS trained 5Point volunteers and staff that will oversee checking IDs, the sale and service of alcohol. Alcohol service will end at 10:00pm every night of the show i.e. one half hour before the event concludes.

G) ON-SITE PARKING MANAGEMENT PLAN (describe north parking lot staffing)
5Point Film will have a volunteer parking person on hand before each event to oversee parking lot.

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

I) LOADING & UNLOADING PLAN (describe policy & procedure for getting equipment in)
As with previous years, we will use the rear gym door and front door to load and unload. Chairs, AV equipment, food/beverage, and decorations will all use these two entry/exit points. 5Point
Film and Alchemy will be conscious of the neighbors and noise level with regard to the timing of the load in/load out and sound checks. Exterior doors will remain shut after 10:00pm.

J) CONCESSIONAIRE LOCATIONS (describe locations & required Town sales tax submittal)
Concessions will take place under the awning over the entrance and in the main foyer. During the opening reception on Thursday and subsequent receptions Friday, Saturday, and Sunday. Food truck vendors will be selling food in the grassy lot behind the Town of Carbondale government building each day of the festival. Food will be sold both inside the CRCC and outside in the tent. Vendors selling food will be required to have the proper sales tax permitting. During all film programs, beer and wine will be sold from the kitchen inside the gym, in the tented “Libation Station” near the food trucks on the grassy area, and in the VIP area. 5Point Film will adhere to the proper sales tax licensing procedures and report for this event. Bar will close at 10:00pm each night, one half hour before program ends.

CRCC Special Event Public Rental Agreement 250 or more participants

K) SIGNAGE PLAN (describe signs RENTER is providing; see list below)
- Kinds of shoes prohibited on gym floor to prevent damage (discuss with CRCC staff)
- Smoking area, dance floor area, portable toilet area, parking signs, emergency access, etc.
5Point Film will provide adequate restroom signs and parking signs. There will not be a designated smoking area nor will we have a dance floor.
- No carry-in or carry-out of alcohol or glass on CRCC PREMISE for public events.
5Point will manage with security personnel at each entrance/exit and "no alcohol beyond this point" signage.
- 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)
5Point Film will have designated staff to manage trash disposal during the event, making sure that recycling is properly managed and trash is emptied properly. Composting and recycle will be trucked out via Evergreen Events by April 24, 2019.

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. Port-a-potties will be delivered by Mountain Waste on Wednesday, April 24th and removed on the morning of April 29th. Access will be through the back parking lot.

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 N/A, 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. 5Point has contracted Evergreen Zero Waste to handle trash, recycling and compost for the duration of the event.

3.2 (RENTER) shall provide a plan or their contract for removal of trash and recyclable materials so that it occurs no later than April 29, 2019 from within CRCC, and no later than April 29, 2019 from off the CRCC Premises.
4. SANITATION TOILET PLAN:

4.1 Additional outside sanitation portable toilets may be required at CRCC for EVENT. (RENTER) may be required to contract with a Sanitation Provider to install two (2) to six (6) portable toilets at CRCC depending on number of expected attendees. If required, 2

CRCC Special Event Public Rental Agreement 250 or more participants

A written plan for locating and maintaining portable toilets shall be provided to Recreation Center Manager. (RENTER) shall remove all waste disposal in accordance with applicable State laws, and all portable toilet facilities shall be removed from CRCC Premises no later than April 29, 2019.

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

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

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

5.1 (RENTER) shall submit payment in the form of a check, cash, or credit card (Master card, Visa, Discovery) payable to: CARBONDALE RECREATION & COMMUNITY CENTER, for the CRCC RENTAL AGREEMENT USER FEE.

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

5.3 These fees must be paid in full to Recreation Center Manager no later than February 19, 2019.

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

6. LICENSES, PERMITS, AND FEES:
(RENTER) shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

7. TOWN OF CARBONDALE SPECIAL EVENT MALT LIQUOR PERMIT
REQUIREMENTS: (For Non-profits only) (RENTER) shall submit to Carbondale Town Clerk, Cathy Derby, the following required listed items by February 19, 2019:

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

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

CRCC Special Event Public Rental Agreement 250 or more participants

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

(d) Copy of deed, lease or written permission of owner for use of the premises.

(e) Location diagram map (8 1/2” x 11”) of CRCC area to be licensed reflecting alcohol serving area, alcohol consumption control area with fencing, ropes, barriers, ingress & egress, location of ID checkers and security personnel. Note: If the event is to be held outside, please submit evidence of intended control, i.e. fencing, ropes, barriers, etc

8. INDEMNIFICATION:
(RENTER) agrees to indemnify Town of Carbondale, the Carbondale Recreation & Community Center, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the EVENT.
9. INSURANCE: applicable to events open to the public, not applicable for private, invitation only events. (RENTER) shall obtain general liability insurance coverage in an amount and form acceptable to the (TOWN), naming the TOWN OF CARBONDALE as an additional insured and insuring TOWN OF CARBONDALE and its officers, agents and employees against any and all liability and damages which may arise out of or directly or indirectly result from the conduct of the EVENT. The minimum limits and requirements of the coverage shall include:

* $1,000,000 per occurrence primary coverage, and $2,000,000 annual aggregate
* Host and general liquor liability insurance in the same amounts listed above
* $1,000,000 personal and advertising injury coverage; and
* $50,000 fire damage. Certificates of insurance shall be provided to CARBONDALE Town Clerk by February 19, 2019 and a copy to the Recreation Center Manager by February 19, 2019

10. CANCELLATION OF EVENT:

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

11. RELEASE OF LIABILITY:

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

12. AUTHORITY TO CONTRACT:

CRCC Special Event Public Rental Agreement 250 or more participants

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

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

14. FIRST AMENDMENT ACTIVITY:

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

Initial here: \( RDS \)
EXHIBIT D
CRCC Special Event Rental 250 plus participants
Rental Check List for Damage Deposit Return
Following rental, all rooms used by (RENTER) will be thoroughly checked by CRCC staff. Any infraction of the Agreement or CRCC Policies may result in a portion or all of damage deposit being retained by TOWN. User agrees to reimburse the TOWN for any cost that exceeds the damage deposit. Signing of this document does not release User from these obligations. Please Sign that you have read and understood this exhibit:

RENTER

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

Signature of Coordinator/Attendant: [Signature]
Date: 2/20/19
CRCC Special Event Public Rental Agreement 250 or more participants

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 Parking Lot

South Parking Lot

South Entrance Load-in & Out

North Entrance Load-in & Out

North Gym Entrance-Ne
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 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.
CRCC Special Event Public Rental Agreement 250 or more participants

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

Exhibit G

Carbondale Recreation & Community Center Gym Stage Configurations

Stage Dimensions
40 inches tall
12 sections

Stage requires the following fees:
- $20 per stage section (4'x8') 12 sections available = $240.00
- 4 hours of additional staff time at $24/hr (2 employees 2 hrs set up + 2 hrs takedown) = $192.00
- Full Stage set up fee = $432.00

Stage includes one bank of stairs with handrails and floor length black skirting around stage perimeter. Stage must be set-up and taken down by employees of the Town of Carbondale.
CRCC Special Event Public Rental Agreement 250 or more participants

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, 22 chairs high, and stored at Town Hall in the storage area. CRCC staff can show you exact location for storage. Any chairs that appear dirty must be wiped down.

- It is the renter’s responsibility to cover the surface of the floor with carpet tiles. Carpet tiles should be placed under all rented tables and chairs, sound equipment or anything that may have heavy use and potential wear and tear on the floor must be covered with tiles.

- Carpet tiles should be cleaned off at the end of the event and placed back on the carpet tile caddy in the Gym Storage area.

- It is the Renter’s responsibility to dispose of all garage accumulated at their event. Garage left outside or inside the facility will result in loss of part of your security deposit.

- CRCC staff are NOT responsible to clean the facility during or after the rental. Their duties are to supervise the renter’s cleanup and assist with any questions the renters or guests may have. CRCC are Responsible for setting up and taking down the stage, curtains and any sound equipment rented.

- All spaces rented must be cleaned up properly, please see below:

  Kitchen: The kitchen countertops should be wiped down with disinfectant spray. Any appliances used such as the refrigerator, stove, dishwasher, and microwave should be cleaned to its original state. Everything brought into the kitchen should be moved out by the end of your rental period. The floor should be swept and mopped. Please do not remove any CRCC equipment including utensils.

  Gym: Everything must be out of the gym by the end of your rental agreement which includes: tables and chairs, sound and lighting equipment, carpet tiles, garbage cans, decorations, and etc. The gym floor should be swept including under the bleachers, and any large spills should be hand mopped by the renter. CRCC staff will be responsible to buff out the floor the following day with our scrubber. Any damage to the floor will be noted on your rental agreement and taken out of your security deposit. If gym is not properly cleaned up by the end of the night you will be charged additional fees for staff time to clean up any messes.

  Bathrooms: It is the renter’s responsibility to clean the bathrooms at the end of the night. All bathrooms must be swept and mopped if needed. Any toilets or sinks that are dirty must be cleaned. If trash is overflowing one must remove the trash and put in new trash liners. CRCC staff will be available to assist in changing out toilet paper.

  Lobby: The lobby must be swept and mopped at the end of the night. It is the Renter’s responsibility to wipe down all lobby furniture. Trash cans should be emptied and trash disposed of.

  Outside Patio: The patio must be swept. Tables wiped down. All garbage disposed of.

  Activity Room/Multipurpose Room: It is the Renter’s responsibility to have everything out of the activity room by the end of the rental agreement. Floor should be vacuumed. Tables and chairs used in this room should be put away. The small bathroom inside this room should be cleaned properly. All trash must be discarded.

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

(Renter’s signature)  Regna Jones  (Renter’s printed name)
CRCC Special Event Public Rental Agreement 250 or more participants

RECREATION CENTER MANAGER REVIEW AND COMMENTS:

USE CATCH SQUARES UNDER HEAVY EQUIPMENT

RECOMMENDATION: APPROVAL: X DENIAL: 
Signature: 
Conditions Suggested: 

PARKS & RECREATION DIRECTOR REVIEW AND COMMENTS:

EXIT MUST REMAIN FREE OF EQUIPMENT AND HAVE EMERGENCY EXIT SIGNS VISIBLE BY PATIENT AND ACCESSIBLE DISTANCES BETWEEN CHEER STANDS

RECOMMENDATION: APPROVAL: X DENIAL: 
Signature: 
Conditions Suggested: MUST PROVIDE OWN TRAFFIC CONTROL

POLICE CHIEF REVIEW AND COMMENTS:

RECOMMENDATION: APPROVAL: X DENIAL: 
Signature: 
Conditions Suggested: 

TOWN MANAGER REVIEW AND COMMENTS:

RECOMMENDATION: APPROVAL: X DENIAL: 
Signature: 
Conditions Suggested: ALLEY TO PD MUST BE KEPT OPEN
CRCC Special Event Public Rental Agreement 250 or more participants

TOWN OF CARBONDALE:

Town Manager  
Date  2/21

(Event Name)  5point Film Fest  
Event Organizer Signature  
Authorized To Sign Agreement  
Regna Jones  2/22/19  
Event organizer name printed  
Date

EVENT REQUIREMENTS APPROVED:

Eric Svedinger  
Parks & Recreation Director  
Date  2/14/19

LIQUOR LICENSING APPROVAL:

Cathy Derby  
Town Clerk  
Date  2/21/19

CRCC Manager  
Date  2/20/2019

Gene Schilling  
Police Chief  
Date  2/25/19
CRCC Special Event Public Rental Agreement 250 or more participants

EXHIBIT A: Security

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

General Guidelines:

a. RENTER is required to provide security for special events over 150 people at the CRCC.
b. Until the security personnel arrive, alcohol at the event will not be allowed to be served.
c. Security is required to arrive fifteen (15) minutes prior to the beginning of the event. Based on the number of people and type of event, one (1) to five (5) officers are required to remain continuously for the duration of the event and until the premises have been completely vacated and locked.
d. Security personnel shall:
   1. Monitor to ensure that no under-age alcohol consumption or illegal drug use occurs.
   2. Monitor for fighting or other inappropriate behavior.
   3. Monitor event to ensure that only expected / invited persons are admitted to the event.
   4. Monitor the number of persons admitted based on the Agreement.
   5. Monitor rental space and all associated public areas.
   6. Monitor event attendees to ensure that they remain in appropriate areas and not in off-limits areas in or around the facility.
   7. Monitor parking lot area hourly.
   8. Other appropriate duties related to security and event monitoring as requested by person-in-charge of event and / or Event Coordinator.

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

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

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

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

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: 2/19/21 Date received: 6/15/21

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: Regina Jones Date 2/20/19
CRCC Special Event Public Rental Agreement 250 or more participants

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

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

**Gymnasium**
- Net Floor Area: 6,300 Sq. Ft.
- Occupant Load (concentrated, chairs only not fixed): 900
- Occupant Load (standing space): 1,260
- Occupant Load (unconcentrated, tables & chairs): 420

**Activity Multi Purpose Room**
- Net Floor Area: 315 Sq. Ft.
- Occupant Load (concentrated, chairs only not fixed): 45
- Occupant Load (standing space): 63
- Occupant Load (unconcentrated, tables & chairs): 21

**Lobby**
- Net Floor Area: 798 Sq. Ft.
- Occupant Load (standing space): 160
# Non-Profit / Youth / Senior / Government

<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>$473 x 2 = $946</td>
<td></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>$158 x 2 = $316</td>
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</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>$206 / $286</td>
<td>$1029 / $1439</td>
<td>$1000 / $2000</td>
<td>$1439 x 4 = $5756</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>After Hours &amp; Gym Buff</td>
<td>$24/hr/staff x 45 hours</td>
<td></td>
<td>$24 x 35 = $840</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>$24/hr/officer x # of guards x hrs =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(21 after hours + 6 hrs gym buff + 8 hrs covering/uncovering skylights and curtain setup/takedown)

## General / Business Use

<table>
<thead>
<tr>
<th>Amenity</th>
<th>Per hour</th>
<th>Day rate (6+ hours)</th>
<th>Deposit</th>
<th>Room Rental Fee</th>
<th>Damage Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Gymnasium Rental</td>
<td>$121 / $168</td>
<td>$504 / $640</td>
<td>$300 / $600</td>
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<tr>
<td>Kitchen</td>
<td>$48 / $67</td>
<td>$242 / $336</td>
<td>$100 / $200</td>
<td></td>
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<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>$1255 / $1775</td>
<td>$1000 / $2000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After Hours &amp; Gym Buff</td>
<td>$24/hr/staff x # of guards x hrs =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>$24/hr/officer x # of guards x hrs =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

### Equipment & Amenities

<table>
<thead>
<tr>
<th>Chairs (250 included w/rental)</th>
<th>$2 each additional</th>
<th>Equipment rental fee</th>
<th>Waived by volunteers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curtain (4 sections 20' tall x 10' wide)</td>
<td>$35 per section</td>
<td>$140.00</td>
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</tr>
<tr>
<td>(Staff Time = 2 staff x 2hrs x $24/hr)</td>
<td>$96/setup &amp; $96/takedown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stage (4 ft by 8 ft sections: 12 sections)</td>
<td>$20 per section</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Staff Time = 2 staff x 2hrs x $24/hr)</td>
<td>$96/setup &amp; $96/takedown</td>
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</tr>
<tr>
<td>Bounce House</td>
<td>$75/hr</td>
<td>Subtotal Room Rental</td>
<td>$7,018.00</td>
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<td></td>
<td></td>
<td>Subtotal Equipment Rental</td>
<td>$140.00</td>
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<tr>
<td></td>
<td></td>
<td>Additional staff/after hours</td>
<td>$840.00</td>
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<tr>
<td></td>
<td></td>
<td>Total Facility Fees</td>
<td>$7,998.00 Paid Date</td>
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<tr>
<td></td>
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<td>50% of facility charge:</td>
<td>$3,999.00 Paid Date</td>
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<tr>
<td></td>
<td></td>
<td>Balance Due</td>
<td>$3,999.00 Paid Date</td>
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<tr>
<td></td>
<td></td>
<td>Refundable Damage Deposit Amount</td>
<td>CK # Cash $2,000.00 Received</td>
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<tr>
<td></td>
<td></td>
<td>(Can be processed with a Credit card)</td>
<td>MC/Visa/Discover # Returned</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>Name on Card</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Carbondale Recreation & Community Center
567 Colorado Ave
Carbondale, CO 81623
(970) 510-1292

1 Block Reservation 7,998.00
5 Point Film Festival
5 Point 5 Point
5 Point 5 Point

Total: 7,998.00
Check #: 3393
Paid CHECK: 7,998.00

Change: 0.00

02/19/2019 11:33:56 AM
187611
ADMIN
15959

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

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

SECTION 1 - EVENT SUMMARY:

1. NAME OF EVENT: 5Point Film Festival Kickoff Party

2. Primary Event Organizer: Regna Jones
   a. Cell Phone: 970-260-4321
   b. Email: regna@5pointfilm.org
   c. Address: 2100 Dolores Ave. Carbondale, CO 81623

3. Secondary Event Organizer: Shannon Outing
   a. Cell Phone: 303-217-3343
   b. Email: shannon@5pointfilm.org
   c. Address: 2100 Dolores Ave. Carbondale, CO 81623

4. EVENT LOCATION: Carbondale Rec Center + Parking Lot in back of Rec Center

5. EVENT DATE(s): Thursday April 25th, 2019

6. EVENT TIME(s): 3:00 PM - 10:30 PM

7. EVENT SET-UP TIME(s): 10:30 AM

8. EVENT BREAK-DOWN TIME(s): 10:30 PM
   Procedures must be in place to avoid neighborhood noise disturbance with event break-down. Breakdown within town parks must end at 10:30 pm; and Downtown breakdown at 11:30 pm

SECTION 2 - EVENT SUMMARY INFORMATION:

1. Approximate number of people expected to attend event: 500
2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: 5
   b) Event Volunteers: 10-20
   c) Event Contractors: 3
   d) Event Security Personnel: 2
   e) Event Vendors: 3-4 (food trucks and beer/wine sales)

3. Event training for personnel? (Yes) Describe? Yes- same staff and volunteers as last year

4. Fee charged to participants? (No)

5. Amplified music at event? (Yes) There will be amplified music (live band or DJ) from 4:00PM - 7:00PM. Music will be kept within acceptable 90 decibels level and will be pointed away from the Carbondale Police Station

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

SECTION 3 – EVENT SITE PLAN (OR PARADE/RACE ROUTE) MAP:
Please provide an accurate detailed drawing or map depicting physical layout of event that includes the following. Must initial each requirement or write N/A (Not Applicable).

1. Boundaries
   ✔ Delineate the boundary for the entire event venue, including the names of all streets or areas that are part of the venue and surrounding area: ⚫
   ○ If the event involves a moving route of any kind, show the particular route, indicate the direction of travel, label street names, and identify any street closures: N/A
   ✔ Locate fencing, barriers/barricades, points of ingress/egress, emergency access: R D J

2. Site Improvements
   ✔ Location of stage, tents, canopies, booths, bleachers, other temporary structures: R D J
   ✔ Location of generators, electricity sources, speakers, soundboards, lighting: R D J
   ✔ Location area for trailers, trucks, or other event vehicles: R D J
   ○ Identify start & finish area (if a race): N/A

3. Security, Medical and Safety
   ✔ Show security check points: R D J
   ○ Show placement of traffic control personnel: N/A
   ✔ Locate first aid station, ambulance access point: R D J
   ✔ Locate portable night lighting: R D J

4. Transportation and Parking
   ✔ Identify all parking areas (on/off site): R D J
   ✔ Locate any drop-off/pick-up areas: R D J

5. Sanitation and Solid Waste
   ✔ Locate/identify restrooms/portable toilets and hand wash stations: R D J
   ✔ Locate trash and recycle containers and dumpsters: R D J

6. Alcohol, Food Service, Vending Booth Areas
   ✔ Locate bar/beer garden area, with location of security fencing and entry/exit gates: R D J
   ✔ Location of food service vendor booths: R D J
   ✔ Location of merchandise vendor booths; information and/or demonstration booths: R D J

7. Smoking Area
   ○ Public special events on town parks/streets are non-smoking, unless area is designated: N/A

SECTION 4 – SECURITY PLAN:
Please describe your plan to provide a safe and secure environment (required if dispensing alcohol).

1. Have you hired a professional security company to manage event security?  (No) We are fortunate to have an experienced team of security personnel who have been keeping 5Point Film Festival safe and secure for the past twelve years and are working with our volunteer manager to ensure this team is in place and highly functional again this year.

   If Yes, please provide the following information:
   o Name of Security Company:
   o Person in charge at event:
   o His Cell Phone contact at event: ________________________
   o His Cell Phone Text email address at event: ________________________
   o Number of security personnel assigned to event:
   o Event times they will be in place: ________________________
   o Describe duties & functions: ________________________

2. Will Town of Carbondale Police Dept. enforcement services be requested?  (No)
   If Yes, please provide the following information:
   o List purposes (security; traffic/parking control; event walk-thru):
   o List # of officers & times when needed: ________________________

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

SECTION 5 – MEDICAL & EMERGENCY SERVICES PLAN:
Please describe your medical and emergency services plan.

1. Will emergency medical services be summoned through 911?  (Yes)
   If Yes, please provide the following information:
   o Name & cell phone of on-site staff designated as medical point of contact:
   o Shannon Outing - 303.217.3343

2. Will a licensed Emergency Medical Service provider or EMT be provided on-site?  (No) The Carbondale Fire department and local EMT services will be notified that there is a large event going on at the Rec Center throughout the entire weekend.
   If Yes, please provide the following information:
   o Name & cell phone of service provider or EMT: ________________________
   o Aid Station location & hours: ________________________

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

☑ Road and/or traffic lane closure request:  (Yes)  ADJ

☑ Location of barricades and/or traffic cones: Northwest parking lot; directly behind the rec center with 5Point Branded caution tape around the perimeter; caution tape between cones in order to access the parking lot for easy access for emergency vehicles.  ADJ

☑ Proposed traffic flow map around road closure: attached  ADJ

☑ Location of informational signage within road closure area: attached  ADJ

☐ Location of safety lighting bar (if needed) within road closure area:  n/a
Running or Bike Race route description (with start & finish line) if applicable: n/a
Parade route description (with start & finish) if applicable: n/a

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

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

SECTION 7 – REFUSE/TRASH PLAN:
Event organizer shall provide for the pickup and removal of all refuse/trash and recyclable materials, both on and off event site, which results from hosting the event. Throughout the duration of the event and immediately upon conclusion, the park and/or street area must be returned to a clean condition (no later than 10:00 am the next day following event). Event organizer may use Town trash receptacles available within the event area, but will need to provide additional containers at their expense, either by hiring a trash contractor who provides appropriate containers, providing their own containers, or provide a refuse removal plan that prevents the accumulation and overflow of refuse from containers provided by the Town.

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

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

- Name of Service Provider: Evergreen Events
- Contact Person: Alyssa Reindel
- Mailing Address: PO Box 1661, Aspen CO 81612
- Cell Phone: 970.987.3140 Email: alyssa@evergreenevents.net

SECTION 8 - PORTABLE RESTROOM PLAN:
Event organizer shall provide portable restroom facilities unless you can show the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event. Please make sure these facilities are shown on your site plan. Portable toilets shall be removed from event site by 11:00 am the next day following event. Event organizer is responsible for keeping both portable toilets and park bathrooms clean, unplugged, and stocked with toilet paper from beginning to end of event. Multiple day events may require portable toilets to be pumped out daily. Please use the formula below to figure out your event’s porta potty needs.

<table>
<thead>
<tr>
<th>Duration of Event and number of Portable Toilets needed</th>
<th>1 hr</th>
<th>2 hr</th>
<th>3 hr</th>
<th>4 hr</th>
<th>5 hr</th>
<th>6 hr</th>
<th>7 hr</th>
<th>8 hr</th>
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<tr>
<td>Number</td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>
Of Participants | 50 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2
| 100 | 2 | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 3
| 250 | 3 | 3 | 3 | 4 | 4 | 4 | 5 | 5 | 5
| 500 | 4 | 4 | 5 | 5 | 6 | 6 | 7 | 7 | 7
| 1,000 | 6 | 7 | 8 | 8 | 9 | 9 | 10 | 10 | 10
| 2,000 | 9 | 12 | 15 | 16 | 17 | 17 | 18 | 18 | 18

Do you plan to provide portable restroom facilities at your event?  (Yes)  If yes, how many: 5

Number of ADA accessible portable toilets: 1
Is portable handwashing station being provided?  (No)
If no, Is there a sanitizer dispenser within toilet?  (Yes)

Please provide the following information regarding event portable restroom provider:
- Name of Service Provider: Mountain Refuse Inc.
- Contact Person: Jeremy Frees
- Mailing Address: 351 Airpark Dr #4, Gypsum, CO 81637
- Cell Phone: (970)-319-3453 Email: jeremy@mrico.net

SECTION 9 – ALCOHOL MITIGATION PLAN & PERMIT REQUIRED:
Responsible sale and/or distribution of alcohol is critical to a safe and successful event. A Town of Carbondale Liquor License Special Event permit application ($50.00 payable to: Town of Carbondale) must be obtained from the Town Clerk, and submitted and approved by the Board of Trustees to sell alcohol (beer & wine) at your event. Only an incorporated non-profit organization is eligible for obtaining a special event liquor permit. The special event permit you receive will prohibit the consumption of alcohol outside of a controlled area or beer garden. Liquor liability coverage with a $1,000,000 limit must be included on your certificate of insurance (also naming the Town as additionally insured). You must submit your special event liquor license application to the Town Clerk at least 30 days prior to your event. Applications submitted to the Town will require a hearing before the Town Trustees. Event Organizer must post a notice at event site 10-days prior to hearing before Town Trustees. Town Clerk will schedule hearing and provide notice board to be posted by event organizers.

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

- Hours of operation of event (include dates & times): April 25, 2019 3:00 PM - 10:30 PM

- Alcohol service times: (required ending is 15 minutes prior to event shutdown, although 30 minutes prior is recommended)

- A designated fenced-in or secured area for the dispensation and consumption of alcoholic beverages is required. Show this area on your site plan and describe measures taken to secure the area: Please see the attached map. We will be stationing a security volunteer at all of the entry/exit points of our fenced in barrier.

- Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons): We will have TIPS trained volunteers checking IDs and wrist banding over 21 year old patrons. Alcohol will only be sold to patrons with wristbands.
o Describe how TIPS trained servers will monitor alcohol consumption and intoxication: We will have at least one TIPS trained server at all bars. These volunteers will be managing the sale of alcohol, making sure not to serve intoxicated patrons as well as only selling beer to valid wristband holders. (Note: Servers should not consume alcohol while working a shift, and should not return to shift if they consumed alcohol)

o Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear Intoxicated: We are fortunate to have an experienced team of security personnel who have been keeping 5Point Film Festival safe and secure for the past eight years. We have seen very few alcohol related incidents at our event, but in the event of an incident, we have a plan in place to communicate the incident to all staff and security personnel over text message and then assign a point person to manage the situation, most likely the person with the nearest proximity to the incident.

o Consider (but not required) designating a “family friendly” seating area. If included, describe the location and include on site plan: N/A

o Will event provide alternative beverages to alcohol? If so, what? Yes, we will have multiple water stations as well as sodas, coffee and tea for sale.

o Will food be available at all times? If so, what? Yes, we will have two food vendors selling hearty food (BBQ, vegetarian meals, etc.) from 3:00 PM - 10:30 PM and concessions booth at the rec center with additional food and snacks.

o Is there a designated smoking area? If so, describe the location and show it on your site plan: n/a

o How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? Our staff, volunteers and security team are trained to be looking out for folks in this condition. In the event of someone needing assistance getting home we will help them arrange a ride home from a friend or family member or call them a taxi. If necessary we will request assistance from the Carbondale police.

SECTION 10 – FOOD PLAN & PERMIT:
These guidelines should assist you in developing plans for food handling, preparation, and distribution in the most responsible and legal manner. Garfield County Public Health Department paperwork process for Temporary and Special Food Service Events must be followed if you will be having any event in Garfield County where food will be sold to the public. (This includes, fairs, festivals, carnivals, farmers markets.) All vendors must obtain a retail food establishment license to serve open foods (including ice), and potentially hazardous foods that need to be temperature controlled. The event organizer is required to fill out a Garfield County Public Health Event Coordinator Plan Review (appendix A) and each vendor at your event must fill out and apply for an annual Garfield County Public Health Temporary Vendor Application (Appendix B) and a Garfield County Public Health Commissary Agreement (Appendix C) Temporary Vendor Permit Flow Chart (Appendix D). All food vendors at your event must have their original Colorado Retail Food Establishment license on premise at all times.

o Please list food vendors at your event, name of vendor and product(s) served: We will only be working with professional caterers or food trucks that are licensed to prepare and serve food.

o Vendors Exempt from Licensing (Exempt foods include popcorn or kettle corn, raw agricultural commodities such as honeycomb and uncut produce, commercially pre-packaged products that do not require refrigeration and cottage foods such as pickled fruits and vegetables, spices, teas, dehydrated produce, nuts, seeds, honey, jams, jellies, preserves, fruit butter, flour and baked goods, including candies, fruit empanadas, tortillas and other similar products that do not require refrigeration for safety. Please list food vendors exempt from licensing at your event, name of vendor and product(s)
safety. Please list food vendors exempt from licensing at your event, name of vendor and product(s) served: Food trucks will remain parked in their designated spots in the grassy lot across from the Rec Center and food will be stored in professional grade refrigerators inside the food trucks or offsite in commercial kitchens.

SECTION 11 – SALES TAX LICENSE SUBMITTAL PLAN:
If goods and/or services (including the sale of alcohol and food) are to be sold at event, each vendor must obtain a Town of Carbondale Sales Tax License, which they must purchase and pay for at Carbondale Town Hall, 511 Colorado Avenue. Cost is $15.00 for a temporary one-day license; $25.00 for an annual license; and FREE for a governmental agency or charitable organization. Note: A governmental agency or charitable organization must still obtain a Sales Tax License, and if making taxable sales, they shall collect sales tax and consumers shall pay sales tax on such sales.
Event organizer is responsible for submitting a list of Vendors working event to the Town of Carbondale Recreation Dept no later than one week prior to your event. Vendors who did not obtain a Sales Tax License, and who attempt to work the event, shall be shut down by Event Organizers and/or Town staff. Event Organizers are responsible to visually verify and make sure that each vendor has their license and that it is posted within booth.

SECTION 12 – LIABILITY INSURANCE:
Liability insurance coverage must be provided for special event. If your event includes alcohol, liquor liability coverage must also be included. At least one week prior to the event, a certificate of insurance must be submitted to the Town Clerk. The certificate shall name the Town of Carbondale as an additional insured (for example: “Town of Carbondale, its officers, employees, & agents”). This commercial general liability insurance certificate requires the following minimum amount of coverage. Please initial each section.

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

SECTION 13 – EVENT DEBRIEFING:
An event debriefing may be held following your event at Town of Carbondale staff discretion. You are encouraged to attend this debriefing to help offer insight into the success of your event. The purpose of the debriefing will be to identify areas of success, and also areas in need of improvement, should you decide to hold your event annually.

SECTION 14 – FEES AND DEPOSITS

PARK (OR) STREET RENTAL USER FEE:
- $100.00 User Fee per each day of use between 100 – 300 participants
- $200.00 User Fee per each day of use with over 300 participants

PARK (OR) STREET CLEANUP/DAMAGE DEPOSIT FEE:
- $200.00 Cleanup/Damage Deposit Fee for event with 100 – 300 participants
- $500.00 Cleanup/Damage Deposit Fee for events with over 300 participants

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

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

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

Initial here:

SECTION 15 – LICENSES, PERMITS, AND FEES
Event Organizer shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

Initial here:

SECTION 16 – INDEMNIFICATION:
Event Organizer agrees to indemnify the Town, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the event. Certificates of insurance shall be provided to the Town Clerk at least one week prior to event.

Initial here:

SECTION 17 – CANCELLATION OF EVENT:
Event may be cancelled by the Carbondale Town Manager, or his designee, if a recommendation is made by the Parks & Recreation Director, Public Works Director, or Chief of Police that the terms of this Agreement and Event Management Plan are not substantially fulfilled in a timely manner, or in the event of an unforeseen catastrophic event or act of God. In the event of such cancellation, the Town shall remit to Event Organizer all rental fees and damage deposits minus any expenditures incurred by the Town. Neither party shall be liable to the other for any lost profits, lost revenues or consequential damages in the event of such cancellation.

Initial here:

SECTION 18 – RELEASE OF LIABILITY:
The Town assumes no responsibility whatsoever, for any non-municipal property used within the premises of Event, and the Town is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to any person or property of Event Organizer, its employees, agents and concessionaires, or of any performer or spectator that may be sustained by reason of the occupancy within the premises of event under this Agreement.

Initial here:

SECTION 19 – AUTHORITY TO CONTRACT:
The Town of Carbondale and Event Organizer represent that each has the power to enter into this Agreement, and grant or receive as the case may be, the license herein granted; each represents that it does not require the consent of any other person or entity (governmental or otherwise), and that this Agreement constitutes a valid and binding obligation of the Town of Carbondale and Event Organizer which is enforceable against the respective parties in accordance with the terms hereof.

Initial here:
SECTION 20 – ATTORNEY’S FEES:
In the event that suit is brought (or arbitration instituted) or any attorney is employed or retained by any party to this Agreement to enforce the terms of this Agreement, to collect any money due there under, or to collect any money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney’s fees and costs incurred in connection therewith, including the reasonable value of salaried attorney’s time.

Initial here:

SECTION 21 – FIRST AMENDMENT ACTIVITY:
The Event Organizer acknowledges that the constitutional right to free speech and expression is afforded careful protection in traditional public forums like Town parks, streets, and sidewalks.
If an event is open to the general public and occurring on or within a Town park, street, or sidewalk, the Event Organizer acknowledges that the Town, including its Police Department, will not enforce or otherwise support any restrictions on an individual or group’s First Amendment rights, except if determined, in the Town’s sole discretion, that the First Amendment activity raises a significant and real issue of governmental concern, including but not limited to public health, safety, or pedestrian or vehicular traffic impediments, or significantly interferes with the specific expressive message of the event.

Initial here: __________

Event Organizer Name (Please print): __________

Signature: __________ Date: __________
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

Emergency Vehicle access must be maintained on back parking lot of Rec Center. Use accessible to clear access that are incredibe.

Approval: [Signature] Approval Pending: (see above) Denial:

PUBLIC WORKS DIRECTOR:

[Signature] Date:

CHIEF OF POLICE:

[Signature] Date:

TOWN CLERK: (Liquor Licensing Approval)

[Signature] Date:

TOWN MANAGER:

[Signature] Date:
To:    Mayor Dan Richardson and   
       Carbondale Board of Trustees

From:  Gene Schilling   
       Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for the 5 Point Film Festival on April 26, 2019 at The Launchpad

Date: March 7, 2019

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the 5 Point Film Festival at The Launchpad from 4:00 pm to 8:00 pm.

Regna Jones   Event Manager

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

**APPLICATION FOR A SPECIAL EVENTS PERMIT**

**LAUNCH PAD 2019**

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

AND ONE OF THE FOLLOWING:

- SOCIAL
- FRATERNAL
- PATRIOTIC
- POLITICAL
- ATHLETIC
- CHARTERED BRANCH, LODGE OR CHAPTER
- RELIGIOUS INSTITUTION
- PHILANTHROPIC INSTITUTION
- POLITICAL CANDIDATE
- MUNICIPALITY

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

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

**LIQUOR PERMIT NUMBER**

**STATE SALES TAX NUMBER (REQUIRED)**

**042597-4-0000**

1. **NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE**

   **5 POINT FILM FESTIVAL**

2. **MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY**

   **2100 DOLORES WAY**
   **CARBONDALE, CO 81623**

3. **ADDRESS OF SPECIAL EVENT**

   **76 S 4TH STREET**
   **CARBONDALE, CO 81623**

**NAME**

**DATE OF BIRTH**

**EMAIL ADDRESS**

**PHONE NUMBER**

4. **PRES/SECY OF ORG. OR POLITICAL CANDIDATE**

5. **EVENT MANAGER**

   **RENA JONES**

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

   - NO
   - YES

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

   - NO
   - YES

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

   - NO
   - YES

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>Date</th>
<th>Hours From</th>
<th>Date</th>
<th>Hours From</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/26/2019</td>
<td>4:00 PM</td>
<td>4/26/2019</td>
<td>8:00 PM</td>
<td>4/26/2019</td>
<td>8:00 PM</td>
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</tbody>
</table>

**OATH OF APPLICANT**

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

**SIGNATURE**

**TITLE**

**DATE**

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

**SIGNATURE**

**TITLE**

**DATE**

**LOCAL LICENSING AUTHORITY**

**ATTEST**
To: The Carbondale Board of Trustees  
RE: 5Point Gallery Opening  

Dear Board of Trustees,

Carbondale Arts is very excited to partner with 5 Point Film Festival on this opening. They have permission to host an event with liquor at our space, The Launchpad, located at 76 S. 4th Street, on Friday, April 26th. They will oversee all aspects of the event. The opening will focus in the R2 Gallery, but the whole space of the Launchpad will be available for them to utilize from 4 pm to 8 pm. Thank-you for your support.

Sincerely,

Amy Kimberly  
Carbondale Arts Executive Director  
amy@carbondalearts.com
OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  

CERTIFICATE OF FACT OF GOOD STANDING  

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

5 Point Film Festival  

is a  

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/28/2019 that have been posted, and by documents delivered to this office electronically through 01/29/2019 @ 16:52:34.  

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 01/29/2019 @ 16:52:34 in accordance with applicable law. This certificate is assigned Confirmation Number 11359850.  

[Signature]  
Secretary of State of the State of Colorado  

End of Certificate

Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/Inc/CertificateSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 3/12/19

TITLE: Tumbleweed Retail Marijuana Store License Renewal

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Renewal Application

BACKGROUND: Tumbleweed is applying for renewal of their retail marijuana store license.

Tumbleweed’s license expires on 4/11/2019. Staff received their renewal application on January 23rd, well in advance of the required 60 day time period to do so.

Town Attorney Mark Hamilton has advised staff to request that the Trustees continue the consideration of the renewal of the application to April 9th due to on-going litigation.

FINANCIAL: All fees have been paid.

RECOMMENDATION: Staff recommends that the Board move to: continue the consideration to renew Tumbleweed’s retail marijuana store license to March 12, 2019.

Prepared By: Cathy Derby

_________  __________
Town Manager
To:        Mayor Richardson and Carbondale Trustees

Through:   Jay Harrington, Carbondale Town Manager

From:      Katharine Rushton, CLEER
            krushton@cleanenergyeconomy.net

Re:        Proposed Scope of Services and Work Plan 2019

Date:      March 5, 2019

Background

The 2017 Carbondale Climate & Energy Action Plan (CCEAP) set ambitious clean energy targets for both the Town of Carbondale facilities and the wider community, and outlines specific action steps to achieve the goals.

Building on the work of prior CLEER/Carbondale contracts, the following proposed scope of services continues to implement the action steps set forth in the Climate & Energy Action Plan while also leveraging and enhancing Carbondale’s membership in Garfield Clean Energy and the programs offered through the countywide approach.

CLEER has created this work plan based on comments received from Mayor Richardson and the Trustees, input from Town Manager Jay Harrington and the strategies and tactics listed in the Carbondale Climate & Energy Action Plan.

2019 Scope of Services and Work Plan

The 2019 Scope of Services focuses on four key areas:

- Advance Concept of Net Zero Buildings and Districts
- Carbondale Climate-Friendly Transportation
- Low-income Energy Efficiency Program
- Sustainability Educational Series
Advance Concept of Net Zero Buildings and Districts

Carbondale Facilities: Pathway to Net Zero Carbon Emissions

In 2017, CLEER staff completed a benchmarking project on all town facilities that established a baseline of energy use by fuel type for each building. The 2019 work plan will leverage this work by identifying strategies and technologies to reduce carbon emissions at each site as well as potential financing and funding sources that will allow the Town to keep making progress towards the net zero carbon emissions goal.

Opportunities to explore include:
- Further efficiency measures
- Fuel switching
- Beneficial electrification
- Air source heat pump technology
- Further renewable energy procurement

Net Zero for New Construction

Lessons from 2018’s Net Zero Energy District work demonstrated that Net Zero targets are easier to achieve when included in the design and planning stage of new developments. To encourage consideration of net zero for new construction within town limits CLEER staff will:
- Connect with developers to collect information on what it would take for them to design and build to net zero
- Create a resource guide for developers outlining strategies, approaches, advantages, economic implications of net zero building design, construction and operation
- Provide consulting services on net zero strategies during the green building code revision process
Net Zero Energy District

From Carbondale Climate & Energy Action Plan: Strategy 2: Boost energy efficiency in existing commercial and residential buildings. Tactics: Designate carbon-neutral or net-zero districts and target areas of town, one neighborhood at a time; An example engagement campaign could include “neighborhood blitzes” to target neighborhoods.

In 2018, CLEER staff completed a report on a Net Zero Energy District that included a mix of commercial and residential buildings in an area between Second Street and Sopris Avenue.

CLEER will continue to pursue the goals of the Net Zero Energy District by providing consulting services to the Third Street Center, the Roaring Fork School District and the Garfield County Library District.

For the Second St Townhomes, CLEER staff will pilot a new approach to existing residential efficiency measures uptake using a neighborhood approach that minimizes the number of energy assessments but maximizes implementation of measures throughout the neighborhood by encouraging healthy competition and peer pressure to make saving energy a social norm and neighborhood value. This pilot project will also venture to provide economic advantages to the neighborhood by implementing a group purchase program.

- Implement a uniform assessment strategy for neighborhood adoption
- Perform comprehensive energy assessments on two typical units
- Disseminate the results and the potential action steps throughout the neighborhood
- Facilitate a neighborhood meeting to promote advantages of efficiency upgrades and gauge interest for group purchasing of energy measures
Carbondale Climate-Friendly Transportation

From Carbondale Climate & Energy Action Plan: Transportation > Goals: Continue to decarbonize transportation by encouraging more widespread use of walking, biking and transit. Strategy 3: Continue to accelerate adoption of cleaner vehicles and lower carbon options, including electric vehicles (EVs) Tactics: Increase EV charging infrastructure;

CLEER will work with town staff to secure grant funding for a 25kW fast charging station for electric vehicles and will assist with events and programs that encourage walking and biking as primary modes of transportation.

Low-income Energy Efficiency Program


Carbondale’s low-income energy efficiency program builds on the existing county wide income-qualified program which leverages significant amounts of grant funding from Energy Outreach Colorado and participating utilities, including Xcel Energy, Black Hills Energy and Holy Cross Energy. CLEER staff will:

- Perform free energy assessments and free energy efficiency upgrades in a minimum of seven income qualified homes in the Town of Carbondale.
- Identify additional opportunities for low-income families such as free solar subscriptions through utility solar gardens.
- Perform extensive outreach, including door-to-door efforts to expand awareness of the program.
- Provide coaching and home energy site visits.
- Facilitate reimbursement for implemented measures
- Outreach to property managers and multifamily buildings
Sustainability Educational Series

From Carbondale Climate & Energy Action Plan: Strategy 2: Boost energy efficiency in existing commercial and residential buildings. Tactic: Increase new participation in programs through education and outreach campaigns

CLEER Staff will organize workshops and educational events focused on sustainability topics. Educational workshops for contractors and homeowners to learn about the advantages of cold climate air source heat pumps have already been completed in February 2019. Further topics for the 2019 education series may include solar plus storage, electric vehicles, waste reduction, energy efficient water heaters, and zero energy design.

CLEER will reach out to partner organizations such as Colorado Mountain College, ACES, Wilderness Workshop, Holy Cross Energy and CORE to create a more unified message and reach out to a larger audience.

Staff will reach out to potential sponsors to leverage additional funds to cover marketing and venue costs. These events are a great way to educate the public on the town’s energy targets and to help connect attendees to products and services.

Sustainability Education Series completed in 2018:

<table>
<thead>
<tr>
<th>Event</th>
<th>Number of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Radon Mitigation Class</td>
<td>27</td>
</tr>
<tr>
<td>Waste Diversion Workshop</td>
<td>22</td>
</tr>
<tr>
<td>Building(s) for a Sustainable Future</td>
<td>156</td>
</tr>
<tr>
<td>Passive House Workshop</td>
<td>30</td>
</tr>
<tr>
<td>Net-zero Affordable Housing</td>
<td>44</td>
</tr>
<tr>
<td>Solar and Low Energy Homes</td>
<td>21</td>
</tr>
<tr>
<td>Regional Clean Energy Roundtable with Amory Lovins</td>
<td>75</td>
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</table>
## 2019 Budget Summary: Carbondale funding amounts & additional leveraged funding

<table>
<thead>
<tr>
<th>Services</th>
<th>ToC Amount</th>
<th>Est. Leverage Amount</th>
<th>Leverage Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advance Concept of Net Zero Buildings and Districts</td>
<td>$14,000.00</td>
<td>$14,000.00</td>
<td>Utilities/ Colorado Energy Office</td>
</tr>
<tr>
<td>Carbondale Climate-Friendly Transportation</td>
<td>$7,500.00</td>
<td>$15,000.00</td>
<td>Colorado Energy Office / Refuel Colorado</td>
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<tr>
<td>Low-income Program</td>
<td>$3,000.00</td>
<td>$25,000.00</td>
<td>Energy Outreach Colorado / Utilities/Garfield Clean Energy</td>
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<tr>
<td>Sustainability Educational Series</td>
<td>$5,500.00</td>
<td>$10,000.00</td>
<td>Private sector /Utilities</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$30,000.00</strong></td>
<td><strong>$64,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
Holy Cross Energy invites you to learn about Cold Climate Air Source Heat Pumps (ccASHP)

How to heat and cool efficiently in extreme seasons.

when & where:

Roaring Fork Valley Workshop
February 27
- Morning session (trade partners): 7:30 - 9am
  Glenwood Community Center
- Afternoon Session (members): 5:30 - 7pm
  Carbondale Public Library
- FREE FOOD & DRINK!

Eagle Valley Workshop
February 28
- Morning Session (trade partners): 7:30 - 9am
  Eagle County Building,
  Garden Level Classroom
- Afternoon Session (members): 5:30 - 7pm
  Walking Mountains Science Center
- FREE FOOD & DRINK!

who:
- Sam Beeson, Manager Efficiency & Utility Programs
- Curtis Spresser, Mountain Region Area Sales Manager

what you will learn:
For trade partners
- ccASHP new product review
- New technology
- Best practices
- Installation guidelines and tips

For HCE members
- ccASHP product information
- Cost savings
- Beneficial electrification (change energy source from propane, natural gas or electric baseboard)
- Installation guidelines and tips
- Temperature control & efficiency

PLEASE RSVP
Mary Wiener: 970.947.5432 • mwiener@holycross.com
Title: Holy Cross Renewable Energy Purchase Program Discussion

Submittion Department: Public Works


Background
Holy Cross Energy has a program whereby customers can purchase renewable electricity sourced from Colorado produced solar, wind and hydro power. The cost to the Town of participating in this program is shown on the attached premium sheet listing the various Town facilities. The portfolio of electricity currently supplied to Holy Cross is approximately 39% renewable, so the costs shown on the attachment represent the additional cost to have the remaining 61% of a particular facility's usage supplied by renewable sources.

Discussion
Participation in this program does not allow the Town to claim Renewable Energy Credits (RECS), or count the purchase towards carbon emission reductions for our facilities, but it can be counted toward a goal of how much renewable energy a facility uses. Stated differently, participation in the program would not count toward a goal of reducing carbon emissions by “X” tons, but it would count toward a goal of using “X” percent renewable energy to power a facility. The “REC Guide” attachment discusses this distinction in more detail.

CLEER has reviewed the information from Holy Cross and has determined that although the Town would not be able to claim the RECS, participation in the program would support the intent of the goal in the Town’s Energy Action Plan to “Accelerate use of renewable energy sources, both on-site in Carbondale and by working with utilities for greater use of renewables.”

The costs shown on the attachment are the projected annual increase in cost to participate in the program. There is no long-term commitment required to participate in the program which means that as the Town expands its participation in local renewable energy projects, we can reduce our participation in this program. These costs have also been adjusted to account for the Town’s participation in the Clean Energy Collective off-site solar gardens which already offset approximately 30% of the electrical usage at the waste water plant.
FISCAL ANALYSIS
For purposes of the fiscal analysis, the additional cost for the Nettle Creek Treatment Plant has been excluded from the analysis due to the upcoming addition of a hydropower facility at the plant that will offset 100% of its electrical usage. The approximate additional cost to supply 100% renewable electrical energy to Town facilities served by Holy Cross Energy would range between $10,150 and $16,240 depending on the renewable energy source chosen. Regardless of the energy source chosen, approximately 85% of the increased cost would be paid by the water and sewer enterprise funds.

RECOMMENDED ACTION
Discuss this item and provide staff with direction on whether or not to participate in the Holy Cross Renewable Energy Purchase Program. If the direction is to participate in the program, direction should also be given on which renewable energy source to choose.

Prepared by: Kevin Schorzman
## Town of Carbondale

<table>
<thead>
<tr>
<th>Consumer Name</th>
<th>Account #</th>
<th>Service Address</th>
<th>Rate</th>
<th>kWh Usage 02/18 - 01/19</th>
<th>100% Wind ($0.007625/kWh)</th>
<th>100% Hydro ($0.010675/kWh)</th>
<th>100% Solar ($0.0122/kWh)</th>
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<tbody>
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<td>TOWN OF CARBONDALE</td>
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<td>0640 CNTY RD 106 R V</td>
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<td>73,217</td>
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<td>COWEN PUMP STATION</td>
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<td>800 NETTLE CREEK ROAD</td>
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<td>0101 HIGHWAY 133</td>
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<td>3,723</td>
<td>28.39</td>
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</tbody>
</table>

**Total:**

- $1,373,175
- $10,470.46
- $14,658.64
- $16,752.74

---

- =Enterprise Fund
- =Nettle Creek Treatment Plant

## kWh Usage

<table>
<thead>
<tr>
<th>Consumer Name</th>
<th>Account #</th>
<th>Service Address</th>
<th>Rate</th>
<th>kWh Usage 02/18 - 01/19</th>
<th>100% Wind @ $1.25 per block</th>
<th>100% Hydro @ $1.75 per block</th>
<th>100% Solar @ $2.00 per block</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN OF CARBONDALE</td>
<td>260565900</td>
<td>STREET LIGHTS</td>
<td>70</td>
<td>49,026</td>
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<td>$980.00</td>
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</table>
Guide to Making Claims About Your Solar Power Use

Introduction

This guidance document describes best practices for appropriately explaining and characterizing your solar power activities and the fundamental importance of renewable energy certificates (RECs) for solar power use claims. This guidance is primarily focused on claims associated with on-site projects but is equally relevant for off-site owned projects as well.

RECs Put the “Renewable” in Renewable Electricity

Much of the confusion about renewable electricity use claims, including solar power use claims, is because our electricity grid does not distinguish where the electricity was generated and delivered.1 Electrons produced by a solar panel are no different than electrons produced by a coal-fired power plant or any other electricity generating technology. The indistinguishability of these electrons coupled with the inability to direct where electrons flow within the grid resulted in the U.S. electricity market establishing a separate accounting framework that tracks the generation, sale, and ultimate “use” of renewable electricity. Renewable electricity generators, therefore, produce two distinct market commodities: 1) electricity and 2) RECs. These commodities can be used and/or sold separately or together. The REC instrument embodies the environmental attributes of the underlying electricity generated from a renewable resource.

Across the United States, 10 regional electronic REC tracking systems facilitate the creation, management, and retirement of RECs for most renewable energy projects and resources.2 Even if the renewable energy project is not formally registered with and issued RECs from a regional tracking system, the renewable project still generates the environmental attributes that would normally be conveyed by the REC instruments. These environmental attributes or RECs can be sold or transferred to other parties through contractual agreements.

---

1 NREL 2015. Renewable Electricity: How do you know you are using it? [link]
RECs are legal instruments that contractually convey the attributes of renewable electricity (i.e. environmental attributes) to their owner. As such, the REC owner has exclusive rights to make claims—either explicitly or implicitly—about “using” or “being powered with” the renewable electricity associated with that REC, as well as the associated claims about carbon footprint reductions. Only the owner of a REC should make claims about using renewable electricity, and once made, no other entity can legally make claims about using the renewable electricity associated with that REC. RECs issued through REC tracking systems can be “retired” or removed from circulation once the owner has made a claim against the underlying attributes of the REC.

Making Solar Power Use Claims

Your institution might have solar panels on-site and use the electrical output to power its facilities, but that does not necessarily mean it can claim to use solar power. The ability to claim “use” of solar electricity from the on-site solar system is contingent on your ownership or exclusive rights to the associated RECs. The requirement to own RECs to substantiate your use of solar energy is true of electricity generation from either a self-owned or third-party owned system, such as through a power purchase agreement (PPA) or solar lease.

To make a solar project financially feasible or improve its return on investment, the project’s RECs are often not conveyed to the electricity consumer, but are sold by the project owner or project developer into the open market. Although selling the associated project RECs brings down the delivered cost of electricity to the consumer the consumer cannot in the absence of owning the RECs claim to be using solar power. In these cases, it is the eventual buyer of the project’s RECs that can make the claim of using renewable electricity from the project. So what is the electricity consumer to do if they must sell the RECs associated with the solar project? Read the EPA white paper on REC Arbitrage to learn about this widely used instrument swap approach.

The following table provides a sampling of appropriate claims for different scenarios of REC ownership. For a more detailed explanation of claims, please visit the Green Power Partnership’s Solar Claims webpage:

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Appropriate Marketing Claims</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization has on-site solar system and owns associated project RECs.</td>
<td>• We are using solar power.</td>
</tr>
<tr>
<td></td>
<td>• Our solar panels are reducing our organization’s carbon footprint.</td>
</tr>
<tr>
<td></td>
<td>• We are powered by solar energy.</td>
</tr>
<tr>
<td></td>
<td>• Our electricity comes from solar panels.</td>
</tr>
</tbody>
</table>

| Organization has on-site solar system but does not own associated project RECs. | • We generate solar energy but sell it to another party.                                      |
|                                                                                   | • Our solar panels are helping to reduce our energy costs and generate revenue through the sale of RECs. |
|                                                                                   | • We are not using solar power, but our solar system is helping to green the grid.              |


### Scenario | Appropriate Marketing Claims
--- | ---
• By selling RECs from our solar system to our utility, we are helping the utility fulfill its state-mandated renewable energy targets. | Organization has on-site solar system but does not own associated project RECs; however, purchases replacement wind RECs equal to 100 percent of its power needs.
• We generate solar energy but sell the RECs to another party. However, we purchase 100-percent wind power and have zero Scope 2 emissions. |

### Best Practices in Making Solar Use Claims from On-Site Systems

When making claims about your solar power use, whether through press releases, websites, speeches, videos or other media or public communications, it is important to accurately reflect your specific solar arrangement. By being clear and accurate in your claims, you are helping to ensure that there are no double use claims being made on the same solar electricity.

In order to make accurate and legitimate solar use claims, we suggest the following as best practices:

**Be specific and clearly define RECs and who owns them in any public communication.**

In your communications and marketing materials, be specific enough to ensure a reasonable consumer or stakeholder understands your solar power arrangement (i.e., who is ultimately using the solar power as substantiated by ownership of the REC).

We suggest that in any press release or public statement, you define what RECs are and who owns them. Partner organizations are encouraged to contact the Green Power Partnership for assistance when making voluntary green power claims.

For more information on RECs visit the Green Power Partnership’s [RECs webpage](#).

**If you are claiming to use solar electricity, ensure you either own or have exclusive contractual rights to the environmental attributes or RECs to substantiate your claims.**

Before making any claims about “using” solar power, make sure you own the environmental attributes associated with your system or for systems registered in a tracking system that you own the RECs or have had them retired on your behalf in the system.

If you own your solar system, you can claim to be using the solar power as long as you have not 1) sold the RECs to another party, or 2) entered into any contractual agreements that sell or transfer the RECs or the environmental attributes to another party. If the system is registered in a REC tracking system and formally issued RECs, you must retain and retire these RECs in the tracking system.

If your solar system was installed via a PPA or solar lease, you should review the contract and verify that your organization owns the environmental attributes or RECs if it wishes to make claims about using the associated solar power. RECs can be delivered and retired on your behalf.
contractually in the lease or purchase agreement. If the system is registered in a REC tracking system, RECs will be issued to the project owner’s account and the project owner must either transfer the RECs to your account in the tracking system, or if you do not have an account, retire the RECs in the tracking system on your behalf.

Note, contracts for solar are not always entirely clear with respect to REC ownership, and how transfer and retirement will occur. You should confirm your understanding of what happens to the RECs in any transaction to ensure exclusive ownership of the RECs and exclusive claim to the solar power.

REC ownership is often affected by state laws and incentives. In most states, the project owner is assigned ownership of the environmental attributes or RECs generated by the project. However, some state policies or programs require that RECs be transferred to a utility to help it meet state mandates, such as renewable portfolio standards. You can learn more about your specific state and utilities policies by visiting the online Database of State Incentives for Renewables and Efficiency. For most states, REC ownership policy is covered by either its net-metering or interconnection policies. Again, you may also want to inquire with your utility or solar installer to confirm REC ownership.

**If you do not own the RECs associated with your solar system, do not make claims about using solar electricity.**

Without REC ownership, making claims about using solar power can result in a number of risks to your organization as well as violate state and Federal law and guidance, including the following:

- **Legal risks**—Possible scrutiny by the Federal Trade Commission (FTC) and/or your state’s attorney general’s office for false or deceptive marketing claims. This is not only true of electricity consumers but also third-party suppliers who develop solar projects through PPA contracts. A PPA developer can’t claim to be selling solar energy if the PPA doesn’t convey the RECs to the off taker of the electricity.

- **Contractual and financial risks**—Potential for breach of contract by conveying the same environmental attributes to multiple users.

- **Brand and reputation risks**—Possible requirement to issue a clarifying statement regarding the claims about your solar power project, use of solar energy or carbon footprint reductions.

An organization that claims to be using solar power, but does not own the RECs associated with their solar generator’s output, may be double counting or claiming the renewable attributes of the electricity. Double counting RECs between multiple parties undermines the renewable electricity market by overestimating the amount of renewable electricity generated/used relative to the number of megawatt-hours produced.

**Avoid implied claims.**

If your company or institution installs on-site solar but does not own the associated RECs, avoid making implied claims that consumers or stakeholders might interpret as you “using” solar. For instance, as the FTC notes in an example of a manufacturer with solar on its facility’s rooftop: “Even
if the manufacturer uses the electricity generated by the solar panels, it has, by selling the renewable energy certificates, transferred the right to characterize that electricity as renewable […] It also would be deceptive […] to advertise that it ‘hosts’ a renewable energy facility because reasonable consumers likely interpret this claim to mean that the manufacturer uses renewable energy.” Instead, if you intend to make a public statement about a project you are involved in, make sure that it is clear to reasonable consumers of what is happening.

**Ask for communications assistance from industry experts and key stakeholders.**

Ask industry experts and key stakeholders to review your communications and marketing materials to help ensure that they are accurate and adhere with industry standards and best practices, including the FTC’s Guides for the Use of Environmental Marketing Claims. Experts and stakeholders could include individuals from EPA’s Green Power Partnership, third party certification programs, regional and national solar power groups, your legal counsel, or your solar developer.

**Ensure individuals throughout your organization understand the importance of accurate claims and have multiple stakeholders review communications materials.**

You might be the point person for your organization’s solar efforts and understand how the solar market works and the importance of REC ownership for claims. However, the members of your organization’s public relations team are not experts in the solar market and might reasonably assume that because there is a solar project on the organization’s rooftop, it is “using” solar power. To ensure your organization’s messaging is accurate, we suggest you have multiple reviewers from different stakeholder groups within the organization review the communications materials. EPA is available to help inform or support these other stakeholders. We can review content and provide you with communications materials to help explain your organization’s green power use.

**Formally retire the RECs associated with your on-site solar power use.**

When possible, your organization should ensure that the RECs associated with your solar power use are formally retired. Formal REC retirement mechanisms exist for RECs issued by tracking systems. Ask your solar developer or tracking system representative about REC retirement options. If your solar system is owned by a third-party but is not registered in a tracking system, the RECs or environmental attributes can be retired contractually. Lastly, if your organization owns a solar system that is not registered in a tracking system, it is not possible to formally retire RECs or environmental attributes. Most states convey the environmental attributes to the owner, in those cases.

In all instances, organizations should not transfer or sell RECs or environmental attributes after a claim has been made. Making a claim constitutes a retirement of the REC; any sale or claim by a different owner would constitute double-counting of or claim on the same renewable electricity. In taking these steps, you help avoid two different parties claiming the same environmental attributes on the same renewable power.
Ensure your organization’s GHG accounting and carbon footprint reduction claims align with market best practices.

In accounting for your organization’s scope 2 emissions, only electricity backed by RECs can be accounted for as zero-emissions. If your organization owns the RECs associated with its solar system then apply the zero-emissions rate specified by the project REC to your purchased electricity consumption under Scope 2. In the absence of owning the project RECs, apply, in order of preference, either a residual mix or grid average emissions rate to calculate the emissions of your unspecified purchased electricity use under Scope 2. For more information on GHG accounting refer to World Resource Institute’s GHG Protocol Scope 2 Guidance and the Center for Resource Solutions’ The Greenhouse Gas Benefits of Renewable Energy Purchases and Scope 2 Greenhouse Gas Accounting for U.S. Renewable Energy.

In summary, all renewable electricity generation involves the creation of RECs. Only the ultimate owner of a REC can claim the environmental attributes of a particular megawatt-hour of renewable energy. If you are making claims about using renewable electricity, make sure you own and retire the RECs. If you do not own the RECs, do not make public claims, explicit or implied, about using renewable electricity.

Additional Resources

Green Power Partnership’s REC video: www.youtube.com/watch?v=12VYXms6-c

Green Power Partnership’s webpage on making environmental claims: www.epa.gov/greenpower/making-environmental-claims

Center for Resource Solutions’ (CRS) resources pertaining to RECs and renewable energy claims: resource-solutions.org/learn/rec-claims-and-ownership/


National Association of Attorneys General's Environmental Marketing Guidelines for Electricity:

RE100's Making Credible Renewable Electricity Usage Claims:

SEIA Solar Business Code:

World Resource Institute GHG Protocol Scope 2 Guidance
www.ghgprotocol.org/scope_2_guidance
February 20, 2019

Town of Carbondale  
511 Colorado Ave.  
Carbondale, CO 81623

Dear Town of Carbondale Trustees,

Thank you for your generous donation of $380.00 to High Country RSVP (Retired Senior Volunteer Program).

At RSVP, our programs touch the lives of many every day throughout Garfield County. These accomplishments could not be achieved, however, without your support.

With your funding, you join other municipalities and local foundations that have helped RSVP to continue its tradition of serving vulnerable populations through our Medicare Counseling Program, Tax Assistance Program, Helping Hands for Seniors Program, and Continuing Education Classes for Older Classes/Seniors. We are proud of these services; but most of all we are proud of the accomplishments of RSVP’s senior volunteers as everyday they give back to their communities.

Additionally, your funding is a catalyst for us to create partnerships with other community entities and used as valuable leverage when seeking donations from other funders and for this we are very grateful.

Sincerely,

Patty Daniells  
Program Director  
High Country RSVP

1402 Blake Avenue  
Glenwood Springs, CO 81601  
970-947-8462
MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday February 14, 2019

Commissioners Present:                        Staff Present:
Michael Durant, Chair                        Janet Buck, Planning Director
Ken Harrington, Vice-Chair                  John Leybourne, Planner
Jade Wimberley                               
Marina Skiles                                
Jay Engstrom                                 
Tristan Francis (2nd Alternate)

Commissioners Absent:
Nicholas DiFrank (1st Alternate)
Nick Miscione
Jeff Davlyn

Other Persons Present
The meeting was called to order at 7:01 p.m. by Michael Durant.

January 24, 2019 Minutes:
Jay made a motion to approve the January 24, 2019 minutes. Marina seconded the motion and they were approved unanimously with Ken abstaining.

Public Comment – Persons Present Not on the Agenda
There were no persons present to speak on a non-agenda item.

Continued Public Hearing – Request for Continuance Minor Site Plan Review
159 Sopris Avenue
Michael made a motion to continue the Public Hearing to the March 14, 2019 meeting. Ken seconded the motion and it was approved unanimously.

PUBLIC HEARING – Zone Text Amendment – Signs
John presented the Staff Report acknowledging that the proposed changes were at the direction of the Town Attorney and that Staff agreed with the changes.

Ken asked about the number formatting and John clarified that it was a formatting issue and that the indicated sections are the correct sections.
Michael opened the public hearing, there were no members of the public present to speak. Ken made a motion to close the public hearing. Marina seconded the motion and it passed unanimously.

Ken made a motion to recommend approval of the UDC amendments as indicated in Sections 2.5.4 C. 2 Signs and Section 5.9.3 Prohibited Signs and Section 8.3 Other Terms Defined of the Unified Development Code.

Jay seconded the motion and it was approved unanimously.

**UDC Redlines**

Janet gave a brief background on the process that the P&Z has undertaken up to now on the proposed UDC redlines. Janet also pointed out that The Town has budgeted funds in 2019 for Clarion to clean the redlines up. This includes adding the hyperlinks, adjusting headers, fixing the table of contents and ensuring that cross references are accurate. This will most likely be done after adoption.

Janet pointed out the following sections in the UDC that have been recently redlined for changes:

- **2.4.3 D Modification to a PUD or Amendment of Approval**  
  The commission commented that there needed to more guidance on what is an adverse or substantial affect on surrounding properties. The commission requested more clarity on the language in this section.

- **Table 3.2-7 R/MD Dimensional Standards**  
  Language was added clarifying the lot area minimum requirement per dwelling unit.

- **Table 3.3-1 C/T District Dimensional Standards**  
  Removing the minimum lot area required for a single-family dwelling.

- **Table 3.3-7 MU District Dimensional Standards**  
  Removing the minimum lot area required for a single-family dwelling.

- **Table 3.4-1 O District Dimensional Standards**  
  Add lot width, impervious and landscape requirements that are show in Table 3.7-4 summary table.

- **Section 3.7.2 Maximum Impervious Lot Coverage, Residential Districts.**  
  Removed the “next higher category” Language to simplify the standards. There were additional comments from the Commission concerning the amount of area that a pervious paver system could be used for. Staff will include the suggestions in the redlines for Commission review.

- **Table 4.2-1 Allowed Uses**  
  Changes include making a duplex a conditional use in the MU district and a permitted use in the PF district.  
  Making a Multi-family dwelling a permitted use in the R/HD District and also a permitted use in the PF District.  
  Making a Single family detached Dwelling a permitted use in the C/T and PF districts.
• **5.6.7 Supplemental Standards: Old Town Residential District**
   The addition of more specific Building Design Standards.

• **Table 5.8-1 Number of Off-Street Parking Spaces Required: Schedule A**
   Removed the parking requirement for a restaurant with a drive through.

There was a discussion concerning the Mobile Home Park Standards that included changes to the setback standards, drive and parking area width, the definition of a mobile home, HUD home and travel home as well as the standards for allowing RV use in a mobile home park.

**Selection of Special Alternate Members to Board of Adjustment**

Janet presented a letter from the Chair of the Board of Adjustment requesting at least three Planning Commissioners serve as “special alternate members” to the BOA as provided for in UDC Section 2.8.4.C. It is anticipated that the BOA meeting will be on March 20, 2019.

The Commission discussed the request and suggested that once the hearing date is set, that commissioners who were not part of the previous public hearing be chosen.

**Staff Update**

There were no staff update comments.

**Commissioner Comments**

Members of the Commission commented on the brightness of Street lights in areas of Town.

Marina reminded the Commission to purchase their tickets for the fashion show.

**Motion to Adjourn**

A motion was made by Ken to adjourn. Marina seconded the motion and the meeting was adjourned at 8:34 p.m.
MINUTES
BIKE, PEDESTRIAN & TRAILS COMMISSION
February 4, 2019

Darryl Fuller called the Bike, Pedestrian, and Trails (BPT) Commission meeting to order at 6:00p.m. on February 4, 2019, in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

BPT Members: Darryl Fuller, Chairperson
Darren Broom, Member
Meg Plumb, Member
Holly Mcclain, Member
Matt Gworek, Member
Christopher Perkes, Member
Mark Gisecke, Member

Town Staff Present: Angie Sprang, Boards & Commissions Clerk
Ben Bohmfalk, Board of Trustees Liaison
Kevin Schorzman, Public Works Director

CONSENT AGENDA
Motion Passed: Mark Gisecke moved to approve the minutes from December 2018. Meg Plum seconded the motion, and it was unanimously approved.

PERSONS PRESENT NOT ON THE AGENDA
There was no one present, not on the agenda, who wished to address the board.

MEADOWOOD
The commission engaged in discussion with Kevin, and they discussed the Meadowood design as it impacts cyclists.

MOBILITY
Ben provided an update on the mobility work session with BPT and the Trustees on 2/26. RFTA is starting to implement project list from tax increase which was implemented in November. WeCycle has received funding from RFTA, and they are looking to expand WeCycle in Carbondale. At the work session the Commission will also do a check-in on projects for 2019.

REPORTS & UPDATES
Darryl, Darren, and Meg will be submitting the bicycle friendly community application, and anticipate good feedback and see the potential for being awarded the gold certification.

ADJOURNMENT
The February 4, 2019 regular meeting adjourned at 7:26 p.m. The next meeting is scheduled to commence at 6:00 p.m. on March 4, 2018.

Respectfully submitted,
Argie Sprang