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<td>g. Modification of Premises and Revocable License Agreement – Senior Taco</td>
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<td>l. Cedar Networks MOA’s – Donations and Installation of Shadow Conduit; Survey on Broadband Tax Rates</td>
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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A
Meeting Date: 04.24.2018

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 04.24.2018

DISCUSSION: The accounts payable includes payment of the artist honorarium that will be handed to the artists at the opening of the new art the end of May. McMahan & Associates’s invoice for a progress billing, 2017 Audit, is being paid for $17,300.00. The check for the purchase of the easement at 415 N 8th Street for $139,103.00 is included. The closing is scheduled for Wednesday, April 25, 2018.

The payroll for 4.20.18 was $157,877.46. Tax liability for the town was $9,061.02. Pension and Retirement liability was $10,393.75.

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

Renae
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MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
APRIL 10, 2018

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on April 10, 2018, at 6:00 p.m. in the Town Hall meeting room.

STUDENT OF THE MONTH

A student from Ross Montessori School was in attendance to receive the “Student of the Month” award. The following student was awarded a Certificate of Achievement from Mayor Dan Richardson:

Riley Triebel

ROLL CALL:

The following members were present for roll call:

Mayor
Dan Richardson
Trustees
Marty Silverstein
Frosty Merriott
Ben Bohmfalk
Luis Yllanes

Arrived after Roll
Erica Sparhawk

Absent
Heather Henry

Staff Present:
Town Manager
Jay Harrington
Town Clerk
Cathy Derby
Attorney
Mark Hamilton
Finance Director
Renae Gustine
Utilities Director
Mark O’Meara
Police Chief
Gene Schilling
Police Officer
Gretchen Stock-Bell

CONSENT AGENDA

- Accounts Payable totaling $113,989.26
- BOT 3/20/18 Work Session Minutes
- BOT 3/27/18 Regular Meeting Minutes
Trustee Meeting Minutes
April 10, 2018

- Modification of Premises – Sopris Liquor & Wine
- Liquor License Renewal Application – Los Cabos
- Environmental Board Request for Funding – Dandelion Day

CONSENT

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

5 yes votes: Silverstein, Bohmfalk, Henry, Yllanes, Richardson

Trustee Sparhawk arrived at the meeting.

PERSONS PRESENT NOT ON THE AGENDA

Terry Kirk, Main Street, told the Board that the Town still doesn’t have a monument sign at the entrance to town. He urged the Trustees to install a sign. Mayor Richardson stated that he will follow-up on this issue with the Chamber.

Terry also stated that the circulator bus doesn’t stop at the hotels. If they did it would help the businesses and hotels. He said the Board may want to consider talking to RFTA about adding the hotels to the route.

TRUSTEE COMMENTS

Trustee Sparhawk informed the Board that she attended the Colorado Communities for Climate Action workshop and training. She stated that the Trustees need to appoint a representative to the Steering and Policy Committees.

Trustee Merriott told the Board that the Garfield County Commissioners will be holding a work session on trash and bears on May 8th.

Trustee Merriott told the Board that if they address the Lighting Ordinance, the light bulb temp should be 2,700 – 3,000 kelvins. Mayor Richardson stated that the Board should be receiving a lighting non-compliance report in May.

Trustee Yllanes stated that he attended the Garfield County Energy Advisory Board meeting. They received an update from the surrounding operations. Trustee Yllanes mentioned the BLM ruling on methane and the operators assured him that the standards would not be affected. Trustee Sparhawk stated that she too attended the meeting and Kirby Winn recommended that a current Trustee should be on the Board, not a former Trustee.

Trustee Yllanes suggested that the Town’s residents should be updated on restrictions during a (potential) drought.
Trustee Silverstein stated that the affordable housing study is out. He also noted that the State is charging boaters $25 to help fund the inspection of invasive species.

The Board congratulated staff for conducting a successful election. Mayor Richardson stated that he was relieved that the Streetscape Tax passed.

Trustee Bohmfalk noted that he attended the Bike/Pedestrian/Trails Commission meeting and they are considering undertaking an AARP walking audit.

Mayor Richardson stated that he also attended the Colorado Communities for Climate Action meeting.

Mayor Richardson reminded everyone to lock their cars.

Mayor Richardson announced that Friday night Glen X will be hosting an event similar to Shark Tank.

Mayor Richardson asked the Board if they want to sign on to an Amicus brief from Boulder County (Martinez vs. Colorado Oil and Gas Conservation Commission). Mayor Richardson will provide the Board with information and the item will be scheduled on the April 24th Agenda.

Trustee Silverstein mentioned that almost two-thirds of the Denver Post reporting staff has been laid off. He said this should be a concern to everyone because it is the only major newspaper in the Rocky Mountain region. They serve a valuable roll and if we lose the newspaper we are not going to get it back.

ATTORNEY’S COMMENTS

The attorney did not have any comments.

SPECIAL EVENT LIQUOR LICENSE – KDNK – DANDELION DAY

KDNK has applied for a Special Event Liquor License for Dandelion Day to be held at Sopris Park. 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 KDNK’s Special Event Liquor License Application. Trustee Yllanes seconded the motion and it passed with:

6 yes votes: Richardson, Silverstein, Sparhawk, Merriott, Bohmfalk, Yllanes
SPECIAL EVENT LIQUOR LICENSE – THUNDER RIVER THEATRE

Thunder River Theatre has applied for a Special Event Liquor License for their annual fund raiser to be held at the Orchard. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Silverstein made a motion to approve Thunder River Theatre’s Special Event Liquor License Application. Trustee Sparhawk seconded the motion and it passed with:

6 yes votes: Richardson, Silverstein, Sparhawk, Merriott, Bohmfalk, Yllanes

UPDATE ON CRYSTAL RIVER RESTORATION PLAN

Jay and Mark gave an update on the Crystal River Restoration Plan. Mark informed the Board that the Town did not get the $50,000 GOCA grant it had applied for.

Jay stated that a unique collaborative effort is underway to redevelop and restore a section of the Crystal River and the Weaver Ditch (irrigation system improvements). Aspen Valley Land Trust is leading the coalition which includes: RF Conservancy, the Town of Carbondale, Colorado Parks and Wildlife, American Rivers, and Public Counsel of the Rockies. The Plan follows the Parks and Recreation Master Plan. The Town has budgeted $20,000 in 2018 for matching funds grants that have been applied for. The total secured funding is $150,000.

INITIATE ZONE TEXT AMENDMENT FOR CHILD CARE

Janet’s memo explained that in March a work session was held between the Trustees and the Planning and Zoning Commission. One of the topics was amending the UDC as it relates to childcare. The following was discussed:

- Allowing childcare uses in the Industrial (I) and Commercial/Retail/Wholesale (CRW) zone district as Special Review Uses.
- Required off-street parking for childcare uses.
- Use-specific standards in UDC 4.3 to address childcare uses in the Industrial zone district and the CRW zone district.

Section 2.4.2.B.2 of the UDC allows the Board to initiate an amendment to the UDC. If the Board elects to initiate a zone text amendment as it relates to childcare uses, a public hearing would be scheduled before the Planning Commission. The Commission would then make a recommendation to the Board of Trustees for its consideration.
Trustee Bohmfalk made a motion to initiate a zone text amendment to the UDC as it relates to childcare, including, but not limited to, the land use table, use-specific standards, off-street parking, etc. Trustee Sparhawk seconded the motion and it passed with:

6 yes votes: Bohmfalk, Sparhawk, Merriott, Yllanes, Richardson, Silverstein

CITIZEN OF THE YEAR COMMITTEE MAKE-UP DISCUSSION

Mayor Richardson stated that he was approached by a citizen who asked that the Citizen of the Year award be reestablished. Discussion ensued and the Board agreed the award should be gender neutral, an ad-hoc committee will be formed, and the committee will set the criteria for the award. Mayor Richardson will ask several community groups if they would like to be on the committee.

DISCUSSION ON REGULATING VAPING

A few members of the Board recently attended a school sponsored presentation on vaping. Vaping amongst school-aged children is becoming a serious problem. The Board agreed to have a discussion with the intent to try and reduce access to minors.

Discussion ensued.

Gretchen stated that she would like an anti-vaping educational program be created for kids. The problem is here and it is only going to get worse.

Mayor Richardson asked the Board the following questions:

Would the Board consider raising the age to purchase vaping products from 18 to 21; the Board unanimously agreed.

Does the Board want to limit where people can buy vaping products (i.e. marijuana stores, establishments only serving those 21 and over); the majority of the Board did not want to do this.

Does the Board wish to raise the tax on vaping products which would require an election. Jay explained that this issue requires significant economic consideration as the Town receives approximately $16,000 annually from cigarette tax. Changes to our tax laws could jeopardize the revenue stream and we could possibly lose enforcement provided by the Department of Revenue. The majority of the Board does not want to consider raising the tax at this time.

Mayor Richardson asked the Board if they would like to limit where people can vape outdoors. The majority of the Board agreed that they do not want to limit locations.
Mayor Richardson asked the Board if they want to allocate the cigarette sales tax to educational program. The majority of the Board agreed that this should be addressed during budget discussions.

Police Chief Gene Schilling suggested that the Board may want to consider raising the age to purchase all nicotine products to 21; the Board unanimously agreed.

Trustee Ylianes told the Board that when he meets with the Communities that Care organization he will ask them if there are resources to combat vaping.

Jay suggested the Board have a conversation with Rep. Bob Rankin and see if a State-wide approach can be taken.

The Board directed staff to draft an ordinance raising the age to purchase all nicotine products from 18 to 21. Staff will investigate the consequences of economic policy changes to the cigarette tax.

ADJOURNMENT

The April 10, 2018, regular meeting adjourned at 8:15 p.m. The next regularly scheduled meeting will be held on April 24, 2018, 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 River Valley Ranch Master Association

Date: April 10, 2017

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

Sterling Page / Manager

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

I recommend the approval for the liquor license renewal.
# Retail Liquor or 3.2 Beer License Renewal Application

RIVER VALLEY RANCH MASTER ASSOCIATION  
444 RIVER VALLEY RANCH DR  
CARBONDALE CO 81623

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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**Manager:** Sternig Page

**Address:** 444 RIVER VALLEY RANCH DRIVE CARBONDALE CO 81623

**Phone Number:** 9709636300

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1. Do you have legal possession of the premises at the street address above?  
   - Owner: Yes  
   - Rent: No  
   - If rented, expiration date of lease:

2. 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)?  
   - 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.

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?  
   - Yes: Attach a detailed explanation.

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?  
   - Yes: Attach a detailed explanation.

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?  
   - Yes: Attach a detailed explanation.

---

**AFFIRMATION & CONSENT**

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

**Type or Print Name of Applicant/Authorized Agent of Business:**

**Signature:**

**Title:** General Manager

**Date:** 3/21/18

---

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

**Local Licensing Authority For**

**Signature**

**Title**

**Date**

**Attest**
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for Konnyaku located at 566 and 568 Highway 133

Date: April 17, 2017

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

Susan Wang - Owner/Manager

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

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

KONYAYAKU
568 HWY 133
CARBONDALE CO 81623

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>DBA</th>
</tr>
</thead>
<tbody>
<tr>
<td>568 KONYAYAKU</td>
<td>KONYAYAKU</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liquor License #</th>
<th>License Type</th>
<th>Expiration Date</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4700008</td>
<td>Hotel &amp; Restaurant (city)</td>
<td>07/11/2018</td>
<td>05/27/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Manager</th>
<th>Date of Birth</th>
<th>Home Address</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan Wang</td>
<td></td>
<td>EAGULL CO 81621</td>
<td>kwyne @ 568konyayaku.com</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manager Phone Number</th>
<th>Street Address</th>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>9707408898</td>
<td>566 &amp; 568 HWY 133 CARBONDALE CO 81623</td>
<td>568 HWY 133 CARBONDALE CO 81623</td>
</tr>
</tbody>
</table>

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

24. Since the date of filing of the last application, there has 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.

<table>
<thead>
<tr>
<th>Type or Print Name of Applicant/Authorized Agent of Business</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan Wang</td>
<td></td>
</tr>
</tbody>
</table>

Signature

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.

Local Licensing Authority For

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 Senor Taco, 46 N 4th Street

Date: April 17, 2018

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

Maria Curiel / Owner

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

I recommend the approval for the liquor license renewal.
Retail Liquor or 3.2 License Renewal Application

Please verify & update all information below

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>Doing Business As Name (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SENAOR TACO SHOW LLC</td>
<td>SENAOR TACO SHOW</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liquor License #</th>
<th>License Type</th>
<th>Sales Tax License #</th>
<th>Expiration Date</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1702686</td>
<td>Hotel &amp; Restaurant</td>
<td>001905</td>
<td>07-21-2018</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>410 N. 4th Street</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>410 N. 4th Street</td>
<td>alicoad.com</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Manager</th>
<th>Date of Birth</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maria Curiel</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 1. Do you have legal possession of the premises at the street address above? | ☐ Yes | ☐ No |

<table>
<thead>
<tr>
<th>Are the premises owned or rented?</th>
<th>☐ Owned</th>
<th>☐ Rented*</th>
</tr>
</thead>
</table>

2. 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

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.

<table>
<thead>
<tr>
<th>Type or Print Name of Applicant/Authorized Agent of Business</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maria Curiel</td>
<td>Owner</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maria Curiel</td>
<td>4-12-18</td>
</tr>
</tbody>
</table>

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., and Liquor Rules.
To: Mayor Dan Richardson and 
Carbondale Board of Trustees

From: Gene Schilling 
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for Beijin-Tokyo located at 1194 Hwy. 133

Date: April 5, 2018

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

Xiao Liu - Applicant

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

I recommend the approval for the liquor license renewal.
**Retail Liquor or 3.2 License Renewal Application**

Please verify & update all information below and return to city or county licensing authority by due date.

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>L-SONG INC</th>
<th>Doing Business As Name (DBA)</th>
<th>BEIJIN TOKYO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor License #</td>
<td>42035210000</td>
<td>License Type: Hotel &amp; Restaurant</td>
<td>Sales Tax License #</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Address</td>
<td></td>
<td></td>
<td>Phone Number</td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
<td></td>
<td>Email</td>
</tr>
<tr>
<td>Operating Manager</td>
<td>Xiao Liu</td>
<td>Date of Birth</td>
<td>Home Address</td>
</tr>
</tbody>
</table>

1. Do you have legal possession of the premises at the street address above?  
   - [X] Yes  [ ] No
   - Are the premises owned or rented?  
     - [X] Owned  [ ] Rented
     - *If rented, expiration date of lease* 11/30/2026

2. 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  [X] No

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  [X] 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  [X] 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  [X] No

**Affirmation & Consent**

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

<table>
<thead>
<tr>
<th>Type or Print Name of Applicant/Authorized Agent of Business</th>
<th>Title</th>
<th>President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xiao Liu</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature**

[Signature]

[Date: 4/2/18]

**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., and Liquor Rules.

**Therefore this application is approved.**

<table>
<thead>
<tr>
<th>Local Licensing Authority For</th>
<th>Title</th>
<th>Attest</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 4/19/18

TITLE: Modification of Premises – Senor Taco Show

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Permit Application and Report of Changes and Revocable License Agreement

BACKGROUND: Senior Taco has installed restaurant decking in the Town’s Right-of-Way on 4th Street for the past two years. In order to install the decking, Senior Taco must enter into a Revocable License Agreement with the Town which will allow them to use the ROW for the summer and revert the ROW back to the Town on October 15th. They must also apply for a Permit Application and Report of Changes (Modification of Premises) in order to serve alcohol on the decking.

FINANCIAL: All fees have been paid.

DESIRED OUTCOME: The Board should determine if Senor Taco’s application is complete and meets the needs and desires of the community.

MOTION: Staff recommends the Board make a motion to approve Senior Taco’s Permit Application and Report of Changes and Revocable License Agreement.

Prepared By: Cathy Derby

__________________________
Town Manager
# Permit Application and Report of Changes

Current License Number **4706686**

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee $ **0**

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

Present License Number

2. Name of Licensee
   **SENIOR TACO SHOW, LLC**

3. Trade Name
   **SENIOR TACO SHOW**

4. Location Address
   **46 NORTH 4TH STREET**

City **CARBONDALE**
County **GARFIELD**
ZIP **81630**

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

## Section A – Manager reg/change

- **License Account No.**
- [ ] Manager’s Registration (Hotel & Restr.)..........................$75.00
- [ ] Manager’s Registration (Tavern)..........................$75.00
- [ ] Manager’s Registration (Lodging & Entertainment).........$75.00
- [ ] Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE

## Section C

- [ ] Retail Warehouse Storage Permit (ea)...........................$200.00
- [ ] Wholesale Branch House Permit (ea)...........................200.00
- [ ] Change Corp. or Trade Name Permit (ea) .........................100.00
- [ ] Change Location Permit (ea) ......................................300.00
- [X] Change, Alter or Modify Premises $300.00 x **2**
  Total Fee $600

**Section B – Duplicate License**

- **Liquor License No.**
- [ ] Duplicate License ..................................................$50.00

**Section C**

- [ ] Addition of Optional Premises to Existing H/R $200.00 x ______
  Total Fee ______
- [ ] Addition of Related Facility to an Existing Resort or Campus Liquor Complex $160.00 x ______ Total Fee ______
- [ ] Campus Liquor Complex Designation No Fee

**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 Revenues may collect the payment amount directly from your bank account electronically.

**TOTAL AMOUNT DUE** $ **0.00**
Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

☐ Section C

Check the appropriate box in section C and proceed below.

1) For a Retail Warehouse Storage Permit, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

2) For a Wholesale Branch House Permit, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

3) To Change Trade Name or Corporation Name, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

4) To modify Premise, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

5) For Optional Premises go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).

6) To Change Location, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

7) Campus Liquor Complex Designation, go to page 4 and complete question 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

8) To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.
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 LICENSEE: 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 12-47-311 (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 12-47-301(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 7/21/2018 (mo/day/year) End 10/15/2018
NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $600.00
(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 □
(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

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 ________________________________
(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>Morris</td>
<td>Owner</td>
<td>4-9-2018</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 12, Articles 46 and 47, 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></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
REVOCAABLE LICENSE AGREEMENT

1. THIS REVOCAABLE LICENSE AGREEMENT (hereinafter "Agreement") is made and entered into this 24th day of April, 2018, by and between the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (hereinafter "Town") and Senior Taco, 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 N. 4th Street right-of-way directly outside of the Senior Taco Restaurant, 46 N. Fourth 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 N. 4th Street right-of-way and sidewalk lying within the N. 4th Street right-of-way that is located adjacent to a small park, 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 July 21, 2018 until October 15, 2018 ("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 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 11 a.m. and end no later than 2 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:**
Town of Carbondale  
c/o Town Manager  
511 Colorado Avenue  
Carbondale, CO 81601

**LICENSEE:**
Senior Taco  
c/o Marylu Curiel  
46 N. 4th Street  
Carbondale, CO 81621

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: Jay Harrington, Town Manager

**ATTEST:**

______________________________
Cathy Derby, Town Clerk

**SEÑOR TACO LLC**, a Colorado limited liability company

By: Maria Curiel
Title: Owner

**STATE OF COLORADO** )
) ss
**COUNTY OF GARFIELD** )

The above and foregoing signature of Maria Curiel, as Owner of Señor TACO, LLC, was subscribed and sworn to before me this 10th day of April, 2018.

Witness my hand and official seal.

My commission expires on: **Feb. 10, 2027**

______________________________
Mary Lile
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 CONFER 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 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
Rifle Insurance Agency
PO Box 1700
450 West Ave #104
Rifle, CO 81650

INSURED
Senor Taco Show LLC
46 No 4th St
Carbondale, CO 81623

CONTACT NAME: Mela Lsasso
PHONE: (970) 625-1689
FAX: (970) 625-1115
EMAIL: mlsasso@opris.net
INSURER(S) AFFORDING COVERAGE: Ohio Security Insurance Co
NAIC #: 24082

COVERAGES
CERTIFICATE NUMBER: CL1733104964
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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFP (MM/DD/YYYY)</th>
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<td>6/9/2017 6/9/2018</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
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<tr>
<td>LIQUOR LIABILITY</td>
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<td>06/09/2017 06/09/2018</td>
<td>$1,000,000 per occurrence $2,000,000 Aggregate</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required.
This coverage includes General Liability and Liquor Liability for the purpose of selling alcohol in the Town of Carbondale right of way during the month of May to the expiration of this policy.

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

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

AUTHORIZED REPRESENTATIVE
Mela Lsasso

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The ACORD name and logo are registered marks of ACORD.
Cathy Derby

From: Dan Richardson  
Sent: Wednesday, April 04, 2018 11:38 AM  
To: Cathy Derby  
Cc: Jay Harrington  
Subject: Fwd: Amicus brief on the Martinez Lawsuit  
Attachments: Martinez Amicus Body Draft (2).docx; ATT00001.htm

Cathy,

Will you add this request as an agenda item to our 4/24 mtg? Thank you.

Dan Richardson  
Mayor of Carbondale  
970.510.1345

Begin forwarded message:

From: "Jones, Elise" <ejones@bouldercounty.org>
Date: April 3, 2018 at 1:31:46 PM MDT
To: "Drichardson@carbondaleco.net" <Drichardson@carbondaleco.net>
Subject: Amicus brief on the Martinez Lawsuit

Dan—

Hi! I wanted to pitch you on an opportunity to have Carbondale join with Boulder County, Boulder and many others in supporting putting public health, safety and welfare first before oil and gas drilling, a concept that is all the more important in the wake of last year’s home explosion tragedy in Firestone. Specifically, Boulder County has drafted an amicus brief for cities and counties to sign onto, urging the CO Supreme Court to adopt the appellate court ruling in Martinez v. Colo. Oil and Gas Conservation Comm’n, which held that the COGCC must ensure that any oil and gas development it approves is consistent with the “protection of public health, safety, and welfare, including protection of the environment and wildlife resources.” This has important relevance to communities where oil and gas facilities are locating near homes and schools, and also where drilling proposals on federal lands threaten wildlife habitat, e.g., places like the Thompson Divide, since COGCC rules apply to federal lands in Colorado.

I hope Carbondale will consider joining us in this important effort. A draft of the proposed amicus brief is attached for your reading pleasure. To date, Boulder County, San Miguel County, Gunnison County, Boulder, Erie, NWCCOG, Longmont and Lafayette have signed on, and a number of other jurisdictions are actively reviewing it. The deadline for submittal of briefs is May 7.

Thanks in advance for your consideration!
Best,

Elise
P.S. Our lawyers have written this brief for cities and counties to sign onto, not individual city councilors and county commissioners. If Carbondale chooses not to sign on as a jurisdiction but you and/or other Carbondale Town Council’s want to sign on as individuals, I can see if someone else is drafting an amicus brief that would work for that.

Elise Jones  
Boulder County Commissioner  
303-441-3491  
ejones@bouldercounty.org
Board of Trustees Agenda Memorandum

Item No: 2
Attachment: I
Meeting Date: April, 24, 2018

Title: DOLA Grant- Engineering at Wastewater Treatment Plant

SUBMITTING DEPARTMENT: Utilities

ATTACHMENTS: DOLA Contract and supporting documents

BACKGROUND:
The Town of Carbondale Water and Wastewater Master Plan dated 8-2016 Water and Wastewater Master Plan has identified and immediate need to replace one of two secondary clarifiers. There is currently a lack of redundancy for a long term failure of either of the two clarification basins due to the inadequate size of one of the clarifiers. A long-term failure could pose significant compliance failures with the effluent discharge permit and downstream water quality in the Roaring Fork River upstream of the confluence with the Crystal River.

The existing clarifiers are different sizes with designed flows of 0.87 MGD and 0.68 MGD. Construction of the clarifiers coincides with the initial construction of wastewater treatment plant in the mid 1970’s. The facility has had several significant upgrades since including an expansion in 1997, modifications performed through a DOLA grant in 2008 for treatment plant improvements, sludge processing and disposal improvements in 2014, air diffuser system modifications and energy efficiencies. These upgrades were higher priority due to failure of critical equipment and process constraints within the plant.
A Tier 1 matching grant application for $200,000 was submitted in 2017 to DOLA for the design and construction of a 1.0 MGD clarifier. This project was proposed to replace the smaller clarifier. In April 2017 a notification was received that this grant application was not funded.

A transition with our engineers took place in 2017. This project was not pursued until late summer of 2017 with Roaring Fork Engineering. During the time lapse, staff worked with DOLA representative discussing the option of applying for an administrative $25,000 matching grant for planning and design of the clarifier addition. Planning grants are administratively handled with DOLA which only requires a letter of intent to process the grant. A letter stating the Town’s intent to design and engineer the clarifier was submitted to the Board of Trustees in February 2018 for the Mayor’s signature. This was submitted to DOLA and approved. Authorization for funding the administrative grant was issued April 4th, 2018 with the attached contract for performing this work.

DISCUSSION:
Failure of the larger 0.89 MGD clarifier will cause a hydraulic overburden of the 0.68 MGD clarifier resulting in solids overflow into the Roaring Fork River. This will bring forth violations and compliance issues with the National Pollution Discharge Elimination System permit (NPDES). Downstream effects include the recreational aspects of the river corridor and stress downstream users for irrigation and drinking water intakes. Implementation of this project will provide a redundant operation of the clarification system to remain compliant with the NPDES permit and immediate future compliance.

Partnering with DOLA will allow this project to proceed with savings from a source intended to assist local governments with energy impacts. Utilizing this grant program allows us begin design and engineering for the addition of a new clarifier basin. We anticipate that the design phase will be completed by early 2019.

Upon completion of the design and engineering, an authorization of construction will need to be submitted with the CDPHE for final analysis and permitting for the construction.

FISCAL ANALYSIS
The Planning Grant through DOLA is a matching funds grant for $25,000. The initial cost estimate for the complete project was estimated by SGM is $847,888.80. The approved 2018 budget has $290,000 which was based on the capital improvement plan.

RECOMMENDATION
Staff recommends the Board of Trustees to authorize the Mayor to sign the agreement with DOLA for this administrative matching grant.

Prepared By: Mark O'Meara, Utility Director

Town Manager
April 10, 2018

Dan Richardson, Mayor
Town of Carbondale
511 Colorado Avenue
Carbondale, Colorado 81623

RE: EIAF 8693 - Carbondale WWTP Design/Engineering

Dear Mayor Richardson:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and sign the contract (original signatures only; no photocopies, stamped or e-signatures).

The second page of this letter is a Return Routing Memorandum that includes a Grantee Checklist. Please use this document to facilitate the return of your grant packet documents. Using the Checklist will ensure that your contract has been signed by the appropriate person, that you have enclosed the correct number of documents for return to the State, that you have correctly addressed your return packet, and that you have notified us that your documents are on their way back to us.

If you would like your copy of the fully executed grant contract to contain original signatures, please make sure you sign and return two (2) main grant agreements to us. If a photocopy of the originally signed fully executed grant contract is acceptable to you, then you need only sign and return one (1) main grant agreement to us.

The State Controller requires hard copies and original signatures for contract execution. We cannot complete the execution of your grant documents without these. Until your grant contract is fully executed (signed by all Parties), you may not incur any costs or expenses for this Project.

If you have any questions about these grant packet documents or the contract execution process, please contact your Regional Manager, Kimberly Bullen, (970) 248-7333, (kimberly.bullen@state.co.us) or me at (303) 864-7731.

Sincerely,

Beth Lipscomb
Internal Services Manager
Department of Local Affairs

Enclosures
RETURN ROUTING MEMORANDUM

TO: Antoinette Johns
THROUGH: Mark O'Meara, Utility Director, Town of Carbondale
FROM: Beth Lipscomb
DATE: April 10, 2018
RE: Contract Approvals

FOR FINAL APPROVAL ROUTING:

RE: EIAF 8693 - Carbondale WWTP Design/Engineering

GRANTEE CHECKLIST:

_____ the main Grant Agreement is signed by an authorized signator (original signatures only; no photocopies, stamped or e-signatures)
   _____ signed by County Chief Elected Official, City/Town Mayor, or District Board President/Chair
   _____ signed by Other
   _____ documentation of authority to sign is enclosed

_____ the correct number of originals are attached
   _____ one (1) signed original for the State
   _____ one (1) signed original for return to the Grantee

_____ documents being sent back to the State must be addressed to:

Department of Local Affairs
ATTENTION: Antoinette Johns
1313 Sherman Street, Room 521
Denver, CO 80203

_____ you have sent an email to the State (antoinette.johns@state.co.us) indicating the date the hard copy will be/has been posted for return to State
GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

TOWN OF CARBONDALE

<table>
<thead>
<tr>
<th>Summary</th>
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<tbody>
<tr>
<td>Award Amount: $25,000.00</td>
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</tbody>
</table>

**Identification #s:**
- Encumbrance #: F18S8693 (DOLA's primary identification #)
- Contract Management System #: 108963 (State of Colorado's tracking #)

**Project Information:**
- Project/Award Number: EIAF 8693
- Project Name: Carbondale WWTP Design/Engineering
- Performance Period: Start Date: _____ End Date: 03/31/19
- Brief Description of Project / Assistance: The Project consists of design and engineering on a clarification basin for the Town of Carbondale's wastewater treatment plant.

**Program & Funding Information:**
- Program Name: Energy & Mineral Impact Assistance Fund
- Funding source: State Funds
- Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
- Funding Account Codes: ________________________________

EIAF 8693 – Carbondale WWTP Design/Engineering
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EXHIBIT A – RESERVED.
EXHIBIT B – SCOPE OF PROJECT
EXHIBIT C – RESERVED.
EXHIBIT D – RESERVED.
EXHIBIT E – RESERVED.
EXHIBIT F – RESERVED.
EXHIBIT G – FORM OF OPTION LETTER
FORM I – RESERVED.

1. PARTIES
This Agreement (hereinafter called “Grant”) is entered into by and between the TOWN OF CARBONDALE (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.
This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (see checked option(s) below):

A. ☐ The Effective Date.
B. ☑ The Effective Date: provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
C. ☑ insert date for authorized Pre-agreement Costs (as such term is defined in §4), if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.
3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in Exhibit B.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in Exhibit B.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and Exhibit B.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:
   i. Exhibit B (Scope of Project)
   ii. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to Exhibit B.

K. Project

“Project” means the overall project described in Exhibit B, which includes the Work.
L. Project Closeout
   “Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program
   “Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review
   “Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and Exhibit B.

O. Services
   “Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)
   “Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor
   “Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee
   “Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property
   “Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work
   “Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in Exhibit B.

U. Work
   “Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit B, including the performance of the Services and delivery of the Goods.

V. Work Product
   “Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term—Work Commencement
   Unless otherwise permitted in §2 above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on MARCH 31, 2019 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension
   The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.
6. STATEMENT OF WORK
   A. Completion
      Grantee shall complete the Work and its other obligations as described herein and in Exhibit B. Except as
      specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to
      the Effective Date or after the termination of this Grant.
   B. Goods and Services
      Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be
      accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the
      State.
   C. Employees
      All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’
      employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result
      of this Grant.

7. PAYMENTS TO GRANTEE
   The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the
   methods set forth below:
   A. Maximum Amount
      The maximum amount payable under this Grant to Grantee by the State is $25,000.00 (TWENTY FIVE
      THOUSAND and XX/100 DOLLARS), as determined by the State from available funds. Grantee agrees
      to provide any additional funds required for the successful completion of the Work. Payments to Grantee
      are limited to the unpaid obligated balance of the Grant as set forth in Exhibit B.
   B. Payment
      i. Advance, Interim and Final Payments
         Any payment allowed under this Grant or in Exhibit B shall comply with State Fiscal Rules and be
         made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any
         payment requests by submitting invoices to the State in the form and manner set forth and approved by
         the State.
      ii. Interest
         The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45
         days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted
         by the State.
      iii. Available Funds-Cocontingency-Termination
         The State is prohibited by law from making fiscal commitments beyond the term of the State’s current
         fiscal year. Therefore, Grantee’s compensation is contingent upon the continuing availability of State
         appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are
         used with this Grant in whole or in part, the State’s performance hereunder is contingent upon the
         continuing availability of such funds. Payments pursuant to this Grant shall be made only from
         available funds encumbered for this Grant and the State’s liability for such payments shall be limited
         to the amount remaining of such encumbered funds. If State or federal funds are not fully
         appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate
         this Grant in whole or in part to the extent of funding reduction without further liability in accordance
         with the provisions herein.
      iv. Erroneous Payments
         At the State’s sole discretion, payments made to Grantee in error for any reason, including, but not
         limited to overpayments or improper payments, and unexpended or excess funds received by Grantee,
         may be recovered from Grantee by deduction from subsequent payments under this Grant or other
         grants or agreements between the State and Grantee or by other appropriate methods and collected as a
         debt due to the State. Such funds shall not be paid to any person or entity other than the State.
   C. Use of Funds
      Grant Funds shall be used only for eligible costs identified herein and/or in Exhibit B.
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1. Budget Line Item Adjustments.
   Modifications to uses of such Grant Funds shall be made in accordance with §4.4 of Exhibit B. For line item adjustments, the State will provide written notice to Grantee in a form substantially equivalent to Exhibit G (“Option Letter”). If exercised, the provisions of the Option Letter shall become part of, and be incorporated into, this Grant.

D. Matching/Leveraged Funds
   Grantee shall provide matching and/or leveraged funds in accordance with Exhibit B.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds
   State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in Exhibit B.

B. Litigation Reporting
   Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States
   [Not applicable if Grant Funds include any federal funds]
   Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

D. Noncompliance
   Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

F. Subgrants/Subcontracts
   Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance
   Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the “Record Retention Period”) until the last to occur of the following:
   (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
   (ii) for such further period as may be necessary to resolve any pending matters, or
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(iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection
Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee’s records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee’s performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee’s sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring
Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee’s performance hereunder.

D. Final Audit Report
Grantee shall provide a copy of its audit report(s) to DOLA as specified in Exhibit B.

10. CONFIDENTIAL INFORMATION-STATE RECORDS
Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality
Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State’s principal representative.

B. Notification
Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention
Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability
Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.
11. CONFLICTS OF INTEREST
Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee’s obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES
Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance
Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee’s Signatory
Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.
Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE
Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee
i. Public Entities
If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the “GIA”), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee’s liabilities under the GIA.
ii. Non-Public Entities
If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors
Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers’ Compensation
Workers’ Compensation Insurance as required by State statute, and Employer’s Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability
Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) $1,000,000 each occurrence; (b) $1,000,000 general aggregate; (c) $1,000,000 products and completed operations aggregate; and (d) $50,000 any one fire.

iii. Automobile Liability
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.

iv. Malpractice/Professional Liability Insurance
This section □ shall □ shall not apply to this Grant.
Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney’s fees, arising out of or resulting from such party’s performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance
For construction projects exceeding $10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

vi. Property Insurance
This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.
Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.
vii. Flood Insurance
If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder’s Risk Insurance
This subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.

b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed $10,000.

c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.

d) Builder’s Risk coverage shall include partial use by Grantee and/or property owner.

e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance
If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee’s Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions
Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

i. Deductible. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors.

ii. In Force. If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
iii. Insurer. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. Additional Insured
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee’s receipt of such notice.

vii. Subrogation Waiver
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates
Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH
A. Defined
In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period
In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES
If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach
If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify
Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights
   To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant’s terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee’s right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments
   The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding
    Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State’s damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest
   The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State’s obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content
   The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights
    Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments
    If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.
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C. Termination for No Substantial Progress in the Work
The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in Exhibit B, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under Exhibit B. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within three months of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights
To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant’s terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee’s right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments
The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding
Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State’s damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination
The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance
Suspend Grantee’s performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State’s directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment
Withhold payment to Grantee until corrections in Grantee’s performance are satisfactorily made and completed.

iii. Deny Payment
Deny payment for those obligations not performed, that due to Grantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal
Demand removal of any of Grantee’s employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State’s best interest.

v. Intellectual Property
If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State’s option (a) obtain for the
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State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES
Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Dan Richardson, Mayor
Town of Carbondale
511 Colorado Avenue
Carbondale, Colorado 81623
Email: moneara@carbondaleco.net

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE
This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY
Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM
If the maximum amount payable to Grantee under this Grant is greater than $100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee’s performance shall be part of the normal Grant administration process and Grantee’s performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation
and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee’s obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS
This section ☐ shall ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue’s Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.

B. Execute an affidavit herein attached as Form 1, Residency Declaration, stating
   i. That he or she is a United States citizen or legal permanent resident; or
   ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as Form 1 and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants
   Grantee’s rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect
   Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, successors, and assigns.

C. Captions
   The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts
   This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
E. Entire Understanding
This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General
Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue
All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Applicable Laws
At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants
This section ☐ shall | ☑ shall not apply to this Grant:
For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to Exhibit F with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to Exhibit F with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification
i. By the Parties
If either the State or the Grantee desire to modify the terms of this Grant to either increase or decrease total awarded funds, make budget line item adjustments to Grant Funds, and/or change the performance period or term of the Grant, this may be achieved unilaterally by DOLA through an Option Letter (Exhibit G). Except as otherwise provided in this Grant, no modification shall be effective unless agreed to in writing by the Parties in an amendment, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies. Changes to the Grant shall be authorized for approval by the following State or DOLA parties:
   a) Approval by Division Director
      The Division Director of DOLA, or his delegee, shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of Exhibit B and the Principal Representative in §16.
   b) Approval by DOLA Controller
      The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law
This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence
The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those
provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in
the following order of priority:
   i. Colorado Special Provisions
   ii. The provisions of the main body of this Grant (excluding the cover page)
   iii. Any executed Option Letters
   iv. Exhibit B (Scope of Project)
   v. The cover page of this Grant

L. Severability
   Provided this Grant can be executed and performance of the obligations of the Parties accomplished within
   its intent, the provisions hereof are severable and any provision that is declared invalid or becomes
   ineoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms
   Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance,
   compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by
   the State if Grantee fails to perform or comply as required.

N. Taxes
   The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all
   State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions
   apply when materials are purchased or services rendered to benefit the State; provided however, that certain
   political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the
   product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State
   is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries
   Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and
   not to any third party. Any services or benefits which third parties receive as a result of this Grant are
   incidental to the Grant, and do not create any rights for such third parties.

P. Waiver
   Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder,
   whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any
   subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure
   To the extent not prohibited by federal law, this Grant and the performance measures and standards under
   CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS
   §24-72-101, et seq.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK
22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER’S APPROVAL. CRS §24-30-202 (1).
   This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).
    Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.
    No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR
    Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee 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 the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.
    Grantee 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.

vi. CHOICE OF LAW.
    Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. BINDING ARBITRATION PROHIBITED.
    The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.
    State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without
limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. **EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee’s services and Grantee shall not employ any person having such known interests.

x. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**
[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. **PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**
[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall 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 Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. **PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**
Grantee, 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 one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)
SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee’s behalf and acknowledge that the State is relying on their representations to that effect.

GRANTEE
TOWN OF CARBONDALE

By: ______________________________
   Name of Authorized Individual (print)

Title: ______________________________
   Official Title of Authorized Individual

Date: ______________________________

Signature

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
DEPARTMENT OF LOCAL AFFAIRS

By: ______________________________
   Irv Halter, Executive Director

Date: ______________________________

PRE-APPROVED FORM CONTRACT REVIEWER

By: ______________________________
   Tara Tubb, EIAF Program Manager

Date: ______________________________

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By: ______________________________
   Yingtse Cha, Controller Delegate

Date: ______________________________
EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE
   1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK
   2.1. Project Description. The Project consists of design and engineering on a clarification basin for the Town of Carbondale’s wastewater treatment plant.

   2.2. Work Description. The Town of Carbondale (Grantee) will hire an engineering firm to assist with design and engineering of a clarification basin for the Town of Carbondale’s wastewater treatment plant. The Work will include identifying the size and shape of the basin, sedimentation collection efficiencies, and cleaning, operation and permitting requirements. Grantee will own all resulting designs, drawings, and reports.

       2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

   2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

       2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

   2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee’s expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

   2.5. Eligible Expenses. Eligible expenses shall include: professional design and engineering fees.

3. DEFINITIONS
   3.1. “Cumulative Budgetary Line Item Changes” means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this Exhibit B.

   3.2. Project Budget Line Items.

       3.2.1. “Architectural/Engineering Services” means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney’s fees.

   3.3. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES
   4.1. Outcome. The final outcome of this Grant is completed design/engineering documents for construction of a clarifier basin at the Carbondale Wastewater Treatment Plant, in order to remove solids from wastewater before further purification leading to cleaner water for the citizens and visitors of Carbondale.

   4.2. Service Area. The performance of the Work described within this Grant shall be located in Carbondale, Colorado.

   4.3. Performance Measures. Grantee shall comply with the following performance measures:

<table>
<thead>
<tr>
<th>Milestone/Performance Measure/Grantee will:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Put Project out to bid.</td>
<td>Within 60 days after the Effective Date of this</td>
</tr>
</tbody>
</table>
4.4. **Budget Line Item Adjustments.**

4.4.1. Grantee may request that DOLA move Grant Funds between and among budget line items, so long as the total amount of Grant Funds remains unchanged. To make such budget line item changes, DOLA will use an Option Letter (Exhibit G).

4.4.2. Grantee may increase or decrease the amount of any one or any combination of budget line items of “Other Funds” as described in §6.1, or move funds between and among budget line items of such “Other Funds,” so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.1 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. **Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this Exhibit B Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Year</th>
<th>Due Date</th>
<th>Pay Request</th>
<th>Status Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd (Apr-Jun)</td>
<td>2018</td>
<td>July 30, 2018</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>3rd (Jul-Sep)</td>
<td>2018</td>
<td>October 30, 2018</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>4th (Oct-Dec)</td>
<td>2018</td>
<td>January 30, 2019</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>1st (Jan-Mar)</td>
<td>2019</td>
<td>April 30, 2019</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>
4.6. **DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. **PERSONNEL**

5.1. **Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State’s sole discretion, as the State executed this Grant in part reliance on Grantee’s representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. **Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of Mark O’Meara, Utility Director (momeara@carbondaleco.net), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. **Other Key Personnel.** None. Such key personnel shall be updated through the approval process in §5.1.

5.4. **DLG Regional Manager:** Kimberly Bullen, (970) 248-7333, (kimberly.bullen@state.co.us)

5.5. **DLG Regional Assistant:** Leah Smith, (970) 248-7313, (leah.smith@state.co.us)

6. **FUNDING**

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. **Matching/Other Funds.** Grantee shall provide at least $58,205 of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Grant Agreement and/or Exhibit B.

6.2. **Budget**

<table>
<thead>
<tr>
<th>Line #</th>
<th>Cost Category</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Other Funds</th>
<th>Other Funds Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Architectural/Engineering</td>
<td>$83,205</td>
<td>$25,000</td>
<td>$58,205</td>
<td>Grantee</td>
</tr>
<tr>
<td></td>
<td>Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$83,205</strong></td>
<td><strong>$25,000</strong></td>
<td><strong>$58,205</strong></td>
<td></td>
</tr>
</tbody>
</table>

7. **PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. **Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.
<table>
<thead>
<tr>
<th>Payment</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Payment(s)</td>
<td>$23,750</td>
<td>Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.</td>
</tr>
<tr>
<td>Final Payment</td>
<td>$1,250</td>
<td>Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.</td>
</tr>
<tr>
<td>Total</td>
<td>$25,000</td>
<td></td>
</tr>
</tbody>
</table>

7.2. **Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

8. **ADMINISTRATIVE REQUIREMENTS**

8.1. **Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. **Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this Exhibit B.

8.1.2. **Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. **Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. **Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. **Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. **Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. **Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. **Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. **Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

9. **CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:
9.1. **Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. **Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. **Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. **Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 4/19/18

TITLE: Revocable License Agreement

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Revocable License Agreement

BACKGROUND: For the first time Batch is requesting to install decking in the Town's Main Street Right-of-Way. In order to install the decking, Batch must enter into a Revocable License Agreement with the Town which will allow them to use the ROW for the summer and revert the ROW back to the Town on October 15th. Because they have a tasting room license they will apply directly to the State for a Permit Application and Report of Changes (Modification of Premises) in order to serve alcohol on the decking.

FINANCIAL: All fees have been paid.

DESired OUTCOME: The Board should determine if Senor Taco's application is complete and meets the needs and desires of the community.

MOTION: Staff recommends the Board make a motion to approve Senior Taco's Permit Application and Report of Changes and Revocable License Agreement.

Prepared By: Cathy Derby

______  ______
Town Manager
REVOCAABLE LICENSE AGREEMENT

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

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

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

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

1. Licensed Premises. The Town hereby grants to Licensee a revocable and non-exclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described premises (the “Premises”): that portion of the Main Street right-of-way and sidewalk lying within the Main Street right-of-way that is located adjacent to ____ St., 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: __________, collectively, the “Term.”

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

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 ___ a.m. and end no later than ___ p.m.

   b. The Licensee shall provide adequate access to and from the Premises, including access pursuant to the Americans with Disabilities Act (ADA) via curb ramps, pedestrian ramps, or other means.

   c. Alcohol service on the patio shall be limited to retail sales of alcohol beverages by the drink. No alcohol tastings or private parties with alcohol service shall be permitted on the patio. Alcohol service requires and is subject to appropriate State
of Colorado and Town permits and/or licenses. Licensee acknowledges no assurance of any such approval has been made or relied upon.

d. No chairs, tables or any other Licensee improvements, equipment or facilities shall be placed within the sidewalk corridor depicted on Exhibit “A,” which corridor shall remain open at all times for pedestrian passage.

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

f. 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.

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

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

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

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

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

9. **Compliance.** If Licensee fails to comply with its obligations under this Agreement, the Town may, at its sole option, terminate the license or take such measures as it determines necessary to bring the Premises into compliance with the terms of the Agreement. The cost of termination or compliance measures shall be paid by Licensee.
10. **Acknowledgment of General Condition.** Licensee acknowledges that its use and occupancy hereunder is of the Premises in its as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges the Town shall have no obligation to repair, replace or improve any portion of the Premises in order to make such Premises suitable for Licensee’s intended uses.

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

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

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

14. **Right of Entry.**

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

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

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

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

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

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

18. **Restoration of Premises.** At or before the expiration of both the Fall Season and the Summer Season, or otherwise upon the termination of this Agreement, Licensee shall deliver up the Premises in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. At such times, Licensee at its sole expense shall remove from the Premises all Improvements and other items placed on the Premises. If any such Improvements or items are not removed at such times, the Town may remove them at Licensee's sole expense, and Licensee shall reimburse the Town for all costs incurred, including but not limited to staff time and administrative overhead, within 15 days of receipt of a Town invoice for the same.
19. **Notices.** Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

TOWN:

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

LICENSEE:

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

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

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

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

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

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

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

TOWN OF CARBONDALE, a Colorado home rule municipal corporation

By: ____________________________
Title: Town Manager

ATTEST:

______________________________
Town Clerk

LICENSEE: _______________________

By: ____________________________
Title: ____________________________

STATE OF COLORADO )
COUNTY OF GARFIELD ) ss

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

Witness my hand and official seal.

My commission expires on: ____________________________

______________________________
Notary Public

8186286_1
EXHIBIT A
OF
REVOCABLE LICENSE AGREEMENT

Description and Depiction of Licensed Premises

- Patio is size of (1) parking space
- Patio is situated in parking space designated by public works manager
- Entrance to patio will be built flush with sidewalk and will be ADA compliant
- Seating arrangements are flexible, designed to hold 16-20 people
- Alcohol service is in highlighted area

Drawing is not to scale.
EXHIBIT B
OF
REVOCABLE LICENSE AGREEMENT

Detailed description of Patio Improvements

- PATIO IS SIZE OF (1) PARKING SPACE AND IS LOCATED IN PARKING
  SPACE DESIGNATED BY KEVIN SCHORZMAN.

- ENTRANCE TO PATIO WILL BE BUILT EACH WITH SIDEWALK AND WILL BE
  ADA COMPLIANT.

- SEATING ARRANGEMENTS ARE FLEXIBLE, DESIGNED TO HOLD 14-20
  PEOPLE OR WHATEVER IS ALLOWABLE BY TOWN.

- PATIO IS 21' 6" L X 8' 6" WIDE. BANISTERS AND RAILING WILL
  BE 42" TALL.

- PATIO WILL BE CONSTRUCTED IN (2) PIECES AND TIED TOGETHER
  BY RAILING SO AS TO BE EASY TO TAKE DOWN AT END OF SEASON.

- PATIO WILL BE CONSTRUCTED OUT OF STAINED, PRESSURE TREATED
  LUMBER.

- ALCOHOL SERVICE WILL BE PROVIDED BY SERVER TO ELIMINATE
  ALCOHOL CONSUMPTION OUTSIDE OF LICENSED AREA.

- PATIO WILL BE CLOSED BY 9PM DAILY.

- PATIO WILL BE STRICTLY NON-SMOKING.
BOARD OF TRUSTEES MEMORANDUM

Meeting Date: April 17, 2018
Item: 

TITLE: Broadband Shadow Conduit Ordinance

SUBMITTING DEPARTMENT: Administration

ATTACHMENTS: Broadband Shadow Conduit Ordinance

BACKGROUND
In January of 2018 the Trustees participated in a Broadband work session and directed Town Staff to create a Broadband Shadow Conduit Ordinance.

Such an ordinance would amend Chapter 11, Article 2 of the Town’s Home Rule Charter granting authority to the Public Works Director and/or Town Manager to enact an additional condition that may be imposed on the work performed under a street excavation permit in order to promote deployment of telecommunication resources, via the installation of shadow conduit.

What is Shadow Conduit?
Conduit is used to house fiber/broadband and is run underground. Shadow Conduit is ‘dark’ or empty conduit that is waiting at the ready for fiber to be inserted.

The Federal Highway Administration estimates that it is ten times more expensive to dig up and then repair an existing road to lay fiber than to dig a channel for it when the road is being fixed or built. According to estimates provided the House of Representatives by the Telecommunications Industry Association (TIA), “more than half of the costs of new broadband deployment are expenses that can be ascribed to the digging up and repaving of roadways. Further, it is estimated that the inclusion of broadband conduit in [roadway] construction would add less than 1% to the cost of the overall project.”

It’s estimated that construction costs of installation of conduit and dark fiber are roughly $50 per foot. The mass of the estimated per foot cost is purely construction, with boring being the primary method of installation. Fiber costs were roughly $2 per foot, while micro-ducted conduits were $2.75 per foot. Another $2.50 was approximated for required permits, environmental documents and other clearances. Planners will have to take into account overhead on administrative time, design and engineering costs, and taxes on raw materials as well as other
documentation costs. This estimate is for a fully entitled and cleared installation with fiber, a more value engineered approach can be much more affordable, particularly if the costs of the street opening (via trenching) are backed out.

In an effort to reduce construction costs, and with the goal of making Carbondale a Gig City, Town staff recommends the implementation of a policy requiring developers to place shadow conduit in the right-of-way and under streets as a condition of street cut permits where construction/digging into the right-of-way is necessary. The Town Manager/Director of Public Works will specify requirements of said installation, and place conditions on the permit(s) as she/he deems necessary and appropriate.

Please see the attached Shadow Conduit Ordinance.

RECOMMENDATIONS
Staff recommends the Board: move to approve the amendment to Chapter 11, Article 2 of the Municipal Code, enacting additional condition(s) on work performed under a street excavation to promote the deployment of telecommunication resources.

Prepared by: P. Angie Sprang

Town Manager
ORDINANCE NO. 5
Series of 2018

AN ORDINANCE OF THE TOWN OF CARBONDALE, COLORADO REVISING
CHAPTER 11, ARTICLE 2 OF THE MUNICIPAL CODE TO ENACT AN
ADDITIONAL CONDITION THAT MAY BE IMPOSED ON THE WORK
PERFORMED UNDER A STREET EXCAVATION PERMIT IN ORDER TO
PROMOTE DEPLOYMENT OF TELECOMMUNICATION RESOURCES.

WHEREAS, in order to meet growing demand for access to broadband services, more broadband network infrastructure will be necessary; and

WHEREAS, the installation of additional broadband infrastructure could increase the number of excavations in and disruptions to the Town’s streets and rights-of-way; and

WHEREAS, the Town desires to develop the capacity for future deployment of additional telecommunications resources and simultaneously mitigate the related impacts on the Town’s rights-of-way; and

WHEREAS, the Town has entered into an agreement, attached hereto as Exhibit A, with a licensed telecommunications company, Cedar Networks, whereby Cedar Networks will donate conduit to the Town at no cost for deployment by the Town as empty conduit ("Shadow Conduit") for future use by telecommunications providers; and

WHEREAS, the Board of Trustees seeks to revise Chapter 11, Article 2 of the Municipal Code to facilitate the deployment of Shadow Conduit by affording the Town Manager and Public Works Manager the discretion to require conduit installation as a condition of a permit issued for a street excavation; and

WHEREAS, for the foregoing reasons, the Board of Trustees finds and determines that the enactment of the regulations set forth herein is in the interest of the public health, safety, and welfare of the residents of the Town of Carbondale.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO that the Town of Carbondale Municipal Code shall be amended as follows:

1. Section 11-2-40 regarding the conditions imposed on work pursuant to a street-excavation permit shall be amended by adding the language underlined to read as follows:

Sec. 11-2-40. Conditions imposed on work.

... 

(a) The Town Manager or the Board of Trustees may impose the following conditions on any permit issued pursuant to this Article:
(7) As a condition of work performed under the permit, the Town Manager/Public Works Director may require the installation of empty shadow conduit. The Town Manager/Public Works Director has the discretion to require the installation of such conduit when a permit is issued for the following:

a. a pit, trench, hole, opening, digging or excavation across the entire paved width of a roadway;

b. a pit, trench, hole, opening, digging or excavation of 100 feet or more parallel to a roadway; or

c. any other pit, trench, hole, opening, digging or excavation that provides a similar opportunity to install shadow conduit.

A permit will not be released and/or the bond(s) or other securities will not be returned until a shape file compatible with ARC GIS noting the location(s) of the shadow conduit is provided to the Town Manager/Public Works Director. Conduit specifications must comply with the Town’s Public Works Manual, as may be amended from time to time, and/or be approved by the Town Manager/Public Works Director. The minimum conduit size must be two (2) inches in diameter, and it is within the Town Manager/Public Works Director’s discretion to require larger diameters.

7. This Ordinance shall be effective upon posting and publication in accordance with the Carbondale Home Rule Charter.

INTRODUCED, READ AND PASSED THIS ___ day of __________, 2018.

TOWN OF CARBONDALE, COLORADO
a Colorado home rule municipal corporation,

______________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk

POSTED: _______________
PUBLISHED: _______________
EFFECTIVE: ____________
BOARD OF TRUSTEES MEMORANDUM

Meeting Date: April 17, 2018
Item: 

TITLE: Cedar Networks MOA Concerning the Donation & Installation of Shadow Conduit; Cedar Networks MOA Concerning Survey on Broadband Take Rates

SUBMITTING DEPARTMENT: Administration

ATTACHMENTS: Cedar Networks MOA Concerning the Donation & Installation of Shadow Conduit; Cedar Networks MOA Concerning Survey on Broadband Take Rates

BACKGROUND
In January of 2018 the Trustees participated in a Broadband work session and directed Town Staff to negotiate an MOA with Cedar Networks regarding the installation and donation of shadow conduit in the Town’s Right(s) of Way. The Trustees also directed Town Staff to negotiate an MOA with Cedar Networks regarding the offering of a Broadband Take Rate Survey.

Cedar Networks:
Cedar Networks is a local broadband provider, who is interested in donating shadow conduit to the Town of Carbondale. The 2016 study conducted by Neo Connect determined that Garfield & Mesa County residents believe an affordable rate for 1GB of broadband service ranges from $50 to $75 per month. Cedar Networks offers service that fits within the parameters shown by the survey results, and they include phone services for around $75 per month. There is an opportunity for a partnership, which could help citizens get the access to the affordable broadband services they desire.

RECOMMENDATIONS
Staff recommends the Board: move to approve MOA Concerning the Donation and Installation of Shadow Conduit. Move to approve the MOA Concerning Survey on Broadband Take Rates.

Prepared by: P. Angie Sprang

Town Manager
MEMORANDUM OF AGREEMENT CONCERNING THE DONATION AND INSTALLATION OF SHADOW CONDUIT

BETWEEN:
THE TOWN OF CARBONDALE, COLORADO
AND CEDAR NETWORKS

This Memorandum of Agreement ("Agreement") Concerning the Donation and Installation of Shadow Conduit is entered into this ___ day of __________, 2018 to outline and memorialize the Agreement terms and responsibilities between Cedar Networks ("Cedar Networks") and the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (the "Town") (Cedar Networks and the Town are hereinafter referred to collectively as the "Parties" and individually as "Party").

RECITALS

WHEREAS, Cedar Networks is a licensed telecommunications company that builds fiber networks;

WHEREAS, the Town desires to develop the capacity for future deployment of additional telecommunications resources and to minimize disruption of the Town’s public infrastructure;

WHEREAS, Cedar Networks desires to donate conduit ("Conduit") to the Town for deployment as empty conduit ("Shadow Conduit") to be used in the future by telecommunications providers;

WHEREAS, the Parties desire to work cooperatively toward the donation and installation of the Shadow Conduit; and

WHEREAS, there exists the need for Cedar Networks and the Town to memorialize this Agreement concerning the donation and installation of the Shadow Conduit.

AGREEMENT

1. EFFECTIVE DATE. This Agreement shall become effective upon the signature of the Parties.

2. DONATION OF CONDUIT.

   a. Agreement to Convey. Cedar Networks agrees to donate Conduit to the Town at no cost. Whenever the Town Manager or Public Works Director approve installation of Conduit, Cedar Networks shall donate two strands of Conduit (a "Conduit Pair") for installation in the Town.

   b. Ownership of Shadow Conduit. For each Conduit Pair that is donated by Cedar Networks, Cedar Networks will retain ownership of one (1) of the Conduit strands ("Cedar Networks Conduit"), and the Town will own the other Conduit strand in the Conduit Pair ("Town Conduit").
3. INSTALLATION. Cedar Networks and the Town, through the Town Manager and/or Public Works Director, will work cooperatively to determine if installation of Conduit is appropriate. All installation of Conduit will be subject to the Town's final approval. Cedar Networks will be responsible for the locates of the Conduit installed. All installation shall be done in accordance with any and all specifications contained in the Town Manager and/or Public Works Director's final approval.

4. ORDINANCES. Nothing herein shall limit the obligations imposed on Cedar Networks by any ordinance, code or public work standard adopted by the Town, including but not limited to the street excavation requirements in Chapter 11, Article 2 of the Town Municipal Code, as may be amended from time to time.

5. CEDAR NETWORKS RIGHTS. Nothing herein conveys to Cedar Networks any franchise rights or rights of occupancy in the Town's rights-of-way. To the extent any limited occupancy rights are permitted pursuant to this Agreement, such permission may be revoked by the Town at any time with or without cause. Upon such revocation, any rights of Cedar Networks to occupy the Town's rights-of-way, including but not limited to maintenance or repair of Cedar Networks Conduit shall immediately cease. The Town may require Cedar Networks to move or remove Cedar Networks Conduit at Cedar Networks' expense if the Town determines such to be necessary to accommodate a future public infrastructure project. The Town shall have no obligation to repair or maintain nor any liability for any damage, destruction or removal of the Cedar Networks Conduit. Cedar Networks agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or any other interest in any property owned by the Town by virtue of this Agreement or its ownership of the Cedar Networks Conduit.

6. THIRD-PARTY INSTALLATION. Any third party may request the installation of its own conduit, and the Town Manager and/or Public Works Director shall have the sole discretion to approve or reject the third-party's installation request.

7. INSOLVENCY AND TRANSFER. The Town shall acquire full ownership interest in and right to the Cedar Networks Conduit in the event that Cedar Networks becomes insolvent. Should Cedar Networks sell all or part of its business to a third party, the ownership of the Cedar Networks Conduit shall transfer to the acquiring third party. Notice of any such transfer shall be promptly provided to the Town.

8. INDEMNIFICATION. Cedar Networks shall indemnify, defend and hold harmless the Town and its elected and appointed officers, employees, agents and insurers from and against any and all claims and liabilities (including without limitation claims and liabilities related to bodily injury or property damage), directly or indirectly arising out of, resulting from or related to the Cedar Network's actions or inactions pursuant to this Agreement or the actions or inactions of the Cedar Network's agents, contractors or invitees.

9. NON-WAIVER OF GOVERNMENTAL IMMUNITY. No provision of this Agreement shall be construed as a waiver or abrogation of, or an intent to waive or abrogate, any of the monetary limitations or any other rights, immunities or protections afforded to either Party or their respective directors, officials, officers, agents, and employees, by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.
10. NON-APPROPRIATION. This Agreement shall not be construed as a multi-fiscal year appropriation by the Town, as all financial obligations of the Town hereunder shall be and are conditioned upon annual appropriations by the Town in accordance with the provisions of Article X, Section 20 of the Constitution of the State of Colorado.

11. TERMINATION. This Agreement may be terminated by either Party without cause with 30 business days advance written notice. 

12. RATIFICATION. This Agreement is subject to ratification by the Town’s Board of Trustees.

13. ASSIGNMENT AND MODIFICATION. With the exception of the transfer of the Cedar Networks Conduit, pursuant to Paragraph 7, above, the obligations and rights hereunder are personal to Cedar Networks and the Town and shall not be transferred or assigned without the consent of the Parties. Neither Party’s consent shall be unreasonably withheld, conditioned, or delayed.

14. THIRD PARTY ENFORCEMENT. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for third parties to enforce this Agreement.

15. NOTICES. All notices required to be given hereunder shall be hand delivered with receipt required, or sent by certified or registered mail to such Party’s representative at the address of the Party set forth below. In addition to, but not in lieu of a hard-copy notice, notice may also be sent by e-mail to the e-mail addresses set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

TOWN:  
Town of Carbondale  
c/o Jay Harrington  
Town Manager  
511 Colorado Avenue  
Carbondale, CO 81623  
jharrington@carbondaleco.net

CEDAR NETWORKS:  
Cedar Networks  
c/o Chris Stebner  
Chief Business Development Officer  
954 E 2nd Avenue #107  
Durango, CO 81301  
chris@cedarnetworks.com

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, which shall constitute one Agreement. This Agreement can be executed by either Party by facsimile or email transmission, which shall be binding upon the Party so executing. Original signatures shall be promptly provided to the Party so requesting.

17. DISPUTE RESOLUTION. If a dispute arises relating to this Agreement, and is not resolved, the Parties shall first proceed in good faith to submit the matter to mediation. The Parties shall jointly appoint an acceptable mediator and shall share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is sent by one Party to the other at the Party’s last known address. Either Party shall be free then to pursue any and all rights and remedies at law or equity. The sole venue for any action to enforce this Agreement shall be the District Court in and for Garfield County, Colorado.
18. APPLICABLE LAW. This Agreement shall be governed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[signatures on following pages]
ACCEPTED by the TOWN:

TOWN OF CARBONDALE, COLORADO, a Colorado home rule municipal corporation

By: __________________________
    Dan Richardson, Mayor

ATTEST:

__________
Cathy Derby, Town Clerk

STATE OF COLORADO  )
    ) ss.
COUNTY OF GARFIELD  )

The foregoing instrument was acknowledged before me this ______ day of
__________, 2018, by Dan Richardson, as Mayor, and Cathy Derby, as Town Clerk, of the
Town of Carbondale, Colorado.

WITNESS my hand and official seal.

My commission expires ____________.

__________________________________________
Notary Public
ACCEPTED by CEDAR NETWORKS:

CEDAR NETWORKS,
a Colorado corporation

By: ____________________________

STATE OF COLORADO )
COUNTY OF______ ) ss.

The foregoing instrument was acknowledged before me this ____ day of
____________, 2018, by ____________________________.

WITNESS my hand and official seal.

My commission expires ________________.

_________________________________
Notary Public
MEMORANDUM OF AGREEMENT CONCERNING SURVEY ON BROADBAND TAKE RATES

BETWEEN:
THE TOWN OF CARBONDALE, COLORADO
AND CEDAR NETWORKS

This Memorandum of Agreement ("Agreement") Concerning a Survey on Broadband Take Rates is entered into this ___ day of ____________, 2018 to outline and memorialize the Agreement terms and responsibilities between Cedar Networks ("Cedar Networks") and the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (the "Town") (Cedar Networks and the Town are hereinafter referred to collectively as the "Parties" and individually as "Party").

RECITALS

WHEREAS, Cedar Networks is a licensed telecommunications company that builds fiber networks;

WHEREAS, the Parties desire to engage in a partnership to conduct a survey to gather information regarding broadband take rates (the "Take Rate Survey") in the Town;

WHEREAS, the Town desires to obtain data from the Take Rate Survey regarding broadband usage by Town residents;

WHEREAS, Cedar Networks plans to use the survey data to offer services to the Take Rate Survey respondents; and

WHEREAS, there exists the need for Cedar Networks and the Town to memorialize this Agreement concerning the issuance of the Take Rate Survey.

AGREEMENT

1. EFFECTIVE DATE. This Agreement shall become effective upon the signature of the Parties.

2. TAKE RATE SURVEY. At its sole expense, Cedar Networks shall issue the Take Rate Survey, which is attached hereto as Exhibit "A."

3. DATA USAGE. Both Parties will have complete access to the survey data. Cedar Networks will provide the Town with the survey data as soon as it is available. The Town will make the survey data publicly available on its website, but will remove all of the survey respondents' personal information.

4. INDEMNIFICATION. Cedar Networks shall indemnify, defend and hold harmless the Town and its elected and appointed officers, employees, agents and insurers from and against any and all claims and liabilities (including without limitation claims and liabilities related to bodily injury or property damage), directly or indirectly arising out of, resulting from or related to the Cedar Network's actions or inactions pursuant to this Agreement or the actions or inactions of the Cedar Network's agents, contractors or invitees.
5. NON-WAIVER OF GOVERNMENTAL IMMUNITY. No provision of this Agreement shall be construed as a waiver or abrogation of, or an intent to waive or abrogate, any of the monetary limitations or any other rights, immunities or protections afforded to either Party or their respective directors, officials, officers, agents, and employees, by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

6. NON-APPROPRIATION. This Agreement shall not be construed as a multi-fiscal year appropriation by the Town, as all financial obligations of the Town hereunder shall be and are conditioned upon annual appropriations by the Town in accordance with the provisions of Article X, Section 20 of the Constitution of the State of Colorado.

7. TERMINATION. This Agreement may be terminated by either Party without cause with 30 business days advance written notice.

8. RATIFICATION. This Agreement is subject to ratification by the Town’s Board of Trustees.

9. ASSIGNMENT AND MODIFICATION. The obligations and rights hereunder are personal to Cedar Networks and the Town and shall not be transferred or assigned without the consent of the Parties. Neither Party’s consent shall be unreasonably withheld, conditioned, or delayed.

10. THIRD PARTY ENFORCEMENT. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for third parties to enforce this Agreement.

11. NOTICES. All notices required to be given hereunder shall be hand delivered with receipt required, or sent by certified or registered mail to such Party’s representative at the address of the Party set forth below. In addition to, but not in lieu of a hard-copy notice, notice may also be sent by e-mail to the e-mail addresses set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

TOWN:
Town of Carbondale
c/o Jay Harrington, Town Manager
511 Colorado Avenue
Carbondale, CO 81623
jharrington@carbondaleco.net

CEDAR NETWORKS:
Cedar Networks
c/o Chris Stabner, VP Business Development
954 E 2nd Ave #107
Durango, CO 81301
email chris@cedarnetworks.com

12. COUNTERPARTS. This Agreement may be executed in multiple counterparts, which shall constitute one Agreement. This Agreement can be executed by either Party by facsimile or email transmission, which shall be binding upon the Party so executing. Original signatures shall be promptly provided to the Party so requesting.

13. DISPUTE RESOLUTION. If a dispute arises relating to this Agreement, and is not resolved, the Parties shall first proceed in good faith to submit the matter to mediation. The Parties shall jointly appoint an acceptable mediator and shall share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is sent by one
Town of Carbondale and Cedar Networks  
Memorandum of Agreement – Take Rate Survey  

Party to the other at the Party’s last known address. Either Party shall be free then to pursue any and all rights and remedies at law or equity. The sole venue for any action to enforce this Agreement shall be the District Court in and for Garfield County, Colorado.  

14. APPLICABLE LAW. This Agreement shall be governed in accordance with the laws of the State of Colorado.  

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.  

[signatures on following pages]
Town of Carbondale and Cedar Networks
Memorandum of Agreement – Take Rate Survey

ACCEPTED by the TOWN:

TOWN OF CARBONDALE, COLORADO,
a Colorado home rule municipal corporation

By: _________________________________
    Dan Richardson, Mayor

ATTEST:

_____________________________
Cathy Derby, Town Clerk

STATE OF COLORADO )
COUNTY OF GARFIELD ) ss.

The foregoing instrument was acknowledged before me this ___ day of
__________________________, 2018, by Dan Richardson, as Mayor, and Cathy Derby, as Town Clerk, of the
Town of Carbondale, Colorado.

WITNESS my hand and official seal.

My commission expires ________________.

_____________________________
Notary Public
Town of Carbondale and Cedar Networks
Memorandum of Agreement – Take Rate Survey

ACCEPTED by CEDAR NETWORKS:

CEDAR NETWORKS,
a Colorado corporation

By: ____________________________

STATE OF COLORADO
COUNTY OF La Plata

The foregoing instrument was acknowledged before me this ___ day of
April, 2018, by ________

WITNESS my hand and official seal.

My commission expires 9-29-2020

SHAYNA OLES
Notary Public - State of Colorado
Notary ID 20164037545
My Commission Expires Sep 29, 2020

Notary Public
Exhibit A
[Take Rate Survey]
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 April 02, 2018, the Bike, Pedestrian, and Trails Commission reviewed membership application submitted by Matthew Gworek. 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 Matthew Gworek 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 [X]

NAME OF APPLICANT: Matthew Gworek

MAILING ADDRESS: 734 Sopris Ave carbondale co 81623

STREET ADDRESS OF RESIDENCE: same

TELEPHONE: (Work) [ ] (Home) [X] 312-953-1842

OTHER PHONE: [ ] E-MAIL: mgworek@gmail.com

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

to my email address

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

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

Bike, Pedestrian and Trail Commission

NEW APPOINTMENT ONLY:

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

I live in town, I like the density and easy access to everything and usually walk or ride my bike when getting around. I recognize, however, that residential and service density present challenges: noise, traffic and safe access for bikes and pedestrians. Carbondale is a great town. I believe it will continue to grow and that more demands will be made on our infrastructure. As we grow I would like to see more pedestrians and bikers and fewer cars. To achieve this will take foresight, planning and work. In this context, I would like to be involved in identifying the needs and desires of hikers and pedestrians and helping to shape what our town will be like in the future.

Signature: [Signature] Date: [2/18/18]

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
Board of Trustees Agenda Memorandum

Item No:
Attachment:
Meeting Date: April 24, 2018

TITLE: Purchase of Camera Transporter for Camera Van

SUBMITTING DEPARTMENT: Utilities

ATTACHMENTS: Proposal for QUES Transporter

BACKGROUND:
In 2013 the Department purchased a used 1998 camera van to inventory the collection system lines throughout the service area. The need for this purchase was based on the unknown troubles that were becoming apparent with areas that had been slip lined from 2000 to 2004. Purchase of this equipment has allowed the department to perform video surveillance of the collection system pipes as departmental schedules permit throughout the year. Use of this equipment has been instrumental in pin pointing problem areas for repairs in the collection system.

The desire to utilize this equipment for the storm water and ditch system piping is also possible with this equipment. The transport equipment for the sewer system is not suitable for use in the larger ditch piping and storm water piping due to mud and corrugated metal ribbing which prevents the camera transporter from moving up and down the various sized pipes and culverts. The existing transporter does not have the ability to move through mud and ribbed pipe.
DISCUSSION:
Purchasing a suitable transporter will allow us to perform surveillance of both the storm water, and irrigation ditch pipelines throughout the Town's service area. Research performed on transport systems have resulted in the following two options:

- Replace the CCTV system with a different brand product line. The cost for this would have been significantly higher than a purchase of just a transporter. There is no available retrofit for adapting a different brand transporter.
- The second option is to purchase a transporter from the manufacturer of the system we presently have. The transporter proposed will fit the existing system with no need to retrofit our existing equipment. The proposed cost is $19,049. This unit suits our needs better than the other models considering the price and capabilities of the equipment with our system.

FISCAL ANALYSIS
The cost of this equipment is $19,049. The price includes 2 wheel configurations for pipe up to 15 inch, and for pipe over 18 inch diameter. An appropriation of $19,049 will be necessary to compliment the 2018 budget for this purchase. The Wastewater and Water funds have adequate balances to cover this cost.

RECOMMENDATION
Staff recommends the purchase of this equipment with QUES. This will provide capabilities of protecting and maintaining our infrastructure prior to failure.

Prepared By: Mark O'Meara, Utility Director

______________________________
Town Manager
# SALES ORDER ACKNOWLEDGEMENT

**SALES ORDER #: 000651327  Rev #: 0**

**Bill To:** 81623010  
CARBONDALE, TOWN OF  
511 COLORADO AVE  
CARBONDALE, CO 81623

**Ship To:** 8163011  
CARBONDALE, TOWN OF  
511 COLORADO AVE  
CARBONDALE, CO 81623

**TODAYS DATE:** April 4, 2018  
**ORDER DATE:** April 4, 2018  
**CUSTOMER PO:** QUOTE  
**CONTACT:** JON LOUX-REEDS  
**SHIP VIA:** FED-EX GROUND  
**TERMS:** NET 30 DAYS

**REQUESTED BY:** KARENA  
**SALESMAN:** MATT OLSON  
**SHIP LOCATION:** CENTRAL  
**F.O.B.:** 2  
**HOLD CODE:** Q. **Quote Only**  
**PHONE:** 870-510-350

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Shipping charges are not included in the TOTAL amount.

Acknowledgement Only - Do Not Pay

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$19,049.79
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 4/24/2018

TITLE: Public Hearing Tumbleweed Retail Marijuana Store License Renewal and Change of Local Agent

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Renewal Application and Change of Ownership Application

BACKGROUND: Tumbleweed is applying for renewal of their retail marijuana store license. Town law mandates that a marijuana establishment license renewal requires a public hearing for the first two years that the marijuana establishment is in business.

Tumbleweed’s license expired on 4/11/2018. Staff received their renewal application on March 8th. Town regulations require that the applicant must renew their license 60 days prior to the license’s expiration date. If the license holder fails to file in a timely manner the license holder shall pay a $1,000 late fee.

Tumbleweed’s signage is now in conformance with Section 6-5-110-g of the Unified Development Code (please see planning’s memo regarding signage).

All public notice requirements have been met.

The applicant also desires to change its local agent and has submitted an application to do so. The proposed agent is Adam Phillips who resides in Carbondale.

FINANCIAL: All fees have been paid including the late fee.

RECOMMENDATION: Staff recommends that the Board move to approve: the renewal of Tumbleweed’s retail marijuana store license and move to approve the change of their local agent to Adam Phillips.

Prepared By: Cathy Derby

________________________
Town Manager
Memorandum

4/19/2018

TITLE: Tumbleweed License Renewal

SUBMITTING DEPARTMENT: Planning

In the fall of 2017 the Board of Trustees made certain changes to the signage regulations as they apply to Marijuana businesses. At that time Tumbleweed was not in compliance with these regulations. Tumbleweed is required to come into compliance upon their application to renew their license.

The Planning department has found that the request to renew the license for Tumbleweed is in conformance with applicable sections of the Unified Development Code as well as Section 6-5-110-g of the municipal code for Marijuana signage.

Findings: Staff finds that the application is in conformance with the zoning requirements as well as the signage regulations.

Prepared By: John Leybourne
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623

Retail Marijuana Facility Renewal Application

Annual Fee: $2,000.00  
Renewal License Fee $500  
TOTAL DUE $2,500

Applicant is renewing a:  
- Store  
- Cultivation  
- Manufactured Infused Products (MIP)  
- Lab  
- Other (Please Specify)

Licensee Name: (ie. Corporation Name)  
- Tumbleweed Carbondale, LLC

Trade Name (DBA)  
- Tumbleweed Carbondale

Sales Tax No.  
- [Blank]

Street Address:  
- 304 Highway 133, Carbondale

Business Phone:  
- 970.510.3065

Mailing Address:  
- 7931 S Broadway #155, Littleton, CO 80122

Email Address:  
- mosby2012@comcast.net

Operating Manager  
- Sherri Marzano

Home Address:  
- [Blank]

Phone:  
- [Blank]

1. Do you have legal possession of the premises at the street address above?  
- Yes [ ]  
- No [x]

- Is the premises owned or rented?  
  - [ ] Owned  
  - [x] Rented. If rented, expiration date of lease: 09/30/2026

2. Is the establishment within 500 ft. of a school?  
- [ ] Yes  
- [x] No

3. Since the date of filing of the last annual application, has there been any change in the financial interest (loans, etc.) or organizational structure (change of officers, managing members, etc.)? If yes, explain in detail and provide documentation.  
- [ ] Yes  
- [ ] No

4. Since the date of the filing of the last annual application, has the applicant or any of its agents, owners, managers been convicted of a felony?  
- [ ] Yes  
- [x] No

5. Since the date of the filing of the last annual application, has the applicant hired any new employees?  
- [ ] Yes  
- [x] No  
- If yes, have they been fingerprinted?  
  - [ ] Yes  
  - [x] No

OATH OF APPLICANT

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

Applicant Signature:  
- [Signature]

Date:  
- 3/16/18

Title:  
- Owner/Manager

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

THIS APPLICATION HAS BEEN:  
- [ ] Approved  
- [ ] Denied

Authorized Signature:  
- [Signature]

Date:  
- [ ]

Attest:  
- [Signature]

Date:  
- [ ]
COMMERCIAL LEASE

THIS COMMERCIAL LEASE (the “Lease”) is made and entered into this 8th day of September, 2016, between Porter G, LLC, a Colorado limited liability company, whose address is PO Box 1132, Carbondale, CO 81623 hereinafter referred to as “Lessor”, and Green Cross Colorado, LLC dba Tumbleweed Dispensary Carbondale, whose address is 660 Bryant street, Denver CO 80204 hereinafter referred to as “Lessee.”

NOW, THEREFORE, in consideration of the premises, the rents herein reserved, and the covenants, conditions, warrants and agreements hereinafter set forth, it is hereby agreed as follows:

1. DEMISE, PREMISES AND WARRANTIES.

   a. Commencing on October 1, 2016, Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor a portion of the Property described as 304 Highway 133, Carbondale, CO 81623 (legal description attached as Exhibit B) the basement and the first (main) floor only (until after November 1, 2016), the non-exclusive use of all parking areas on said Property and the non-exclusive use of all access roads on or about the Property (collectively, the “Premises”), to have and to hold for the term of this Lease, subject to the terms, covenants and conditions of this Lease. The second (top) floor of the building on the property is leased to a third party tenant until November 1, 2016. After November 1, 2016 the top floor shall also be included in Premises and leased to Tenant.

   b. Lessor warrants and represents to Lessee that Lessor has good and merchantable title to the Premises.

   c. Lessee acknowledges that neither Lessor nor any agent nor any employee of Lessor has made any representation or warranty with respect to the Premises or its suitability for the conduct of Lessee’s business. Lessee warrants and represents that it has inspected the Premises and the condition thereof and, except as specifically provided elsewhere in this Lease, Lessee agrees to accept the Premises “AS IS” and “WITH ALL FAULTS.”

2. USE OF PREMISES.

Lessee shall use and occupy the Premises for any legal purpose permitted by the town of Carbondale, State of Colorado, and any requisite Homeowners Association. Lessee represents that the premises may be used for the retail and medical sale of marijuana and related products pursuant to the state medical licenses and laws and regulation pertaining thereto. Lessee shall not perform any exterior manufacturing or green house operations, nor shall Lessee make any use of the Premises that is in violation of any applicable zoning or building regulation. Lessee has engaged legal counsel to determine the Premises are suitable for Lessee’s intended purpose or Lessee is satisfied with its own investigation and confirmation that it will conform to all laws of the state of Colorado, County of Garfield and town of Carbondale. Lessor does not warrant the Premises for any particular purpose. Lessor does not warrant the building/zoning/Property is approved for Lessee’s use. Lessor does not warrant the Property for any particular purpose and makes no representations regarding functionality of Property. Lessee has fully inspected the Premises, and made all consultations, inquiries, and received (or confident they will receive) any and all necessary approvals with any third parties and/or regulatory entities to satisfy Lessee’s anticipated use of Premises.
3. **TERM.**

   a.  **Initial Term.** The Initial Term of this Lease shall be 10 (ten) years, commencing on October 1, 2016 (the “Commencement Date”), and ending on September 30, 2026 or on such earlier date as this Lease may terminate as provided below, except that, if any such date falls on a Sunday or a holiday, then this Lease shall end on the business day preceding the above-mentioned date.

   b.  **Renewal.** Any renewal or extension of the Lease must be agreed to in writing by both parties.

4. **RENT.**

   a.  Lessee shall pay the Lessor a Base Annual Rent for each year during the term of this Lease in equal monthly installments due on the first day of each month during the Lease term without prior demand. Payments of Base Annual Rent for any fractional calendar month shall be prorated to the first day of the ensuing month. The Base Annual Rent for the first year (main, first floor and basement only) of the Lease Term is $86,280.00 payable in monthly installments of $7,190.00. Upon execution of the lease, Lessee shall tender to Lessor, funds equal to the first month’s rent ($7,190.00), the last month’s rent ($8,987.50), legal fees (1,350.00) and a security deposit ($7,190.00) in the amount of $24,717.50. This amount is in due in full upon execution of the Lease, and is nonrefundable for any reason, with exception of the Security Deposit (as specified herein).

   Commencing on October 1, 2016, the Base Annual Rent shall increase to $7,190.00 per month and $86,280.00 annually for years 1 through 4 of the Lease.

   Commencing on October 1, 2020 (years five through year ten) the rent shall increase to $8,987.50 per month and $107,850.00 annually. A schedule setting forth stating the Payment due upon execution of the lease and the Base Annual Rent with the monthly rental installment for each year of the term of this Lease is attached hereto as Exhibit A.

   b.  The obligation of Lessee to pay rent hereunder is independent of each and every other covenant, duty or obligation of the Lessor herein, and is not subject to deduction or off-set.

   c.  If Lessee fails to pay any monthly installment of rent within ten (10) days of its due date, then commencing on the eleventh day after the due date of a rental installment, and without notice or demand from Lessor, Lessee shall pay to Lessor, as additional rent, a sum equal to five percent (5%) of the monthly rental installment that was not timely paid. Neither the assessment nor the payment of any such additional rent shall be construed to limit the Lessor’s remedies for an event of default set forth in this Lease, it being the intent hereof that such additional rent for failure to timely pay a monthly rental installment be cumulative with all other remedies set forth herein.

5. **REAL ESTATE TAXES.**

   a.  The parties agree that during the term of this Lease, all real property taxes, personal property taxes, excise taxes, taxes which may be particular and a result of Lessee’s business, general and special assessments, and other similar taxes which may be levied upon or assessed
against the Premises shall be paid one hundred percent (100%) by the Lessor; provided, however, in no event shall Lessee be liable for any net income taxes imposed on Lessor. All such taxes and assessments shall be payable by Lessee directly to the taxing authority prior to delinquency and Lessee shall also be responsible to pay any penalties or interest which may be assessed for failure to timely pay said taxes unless such interest, late charges or penalties result from Lessor’s delinquency or failure to timely provide Lessee with a copy of the Property Tax Statement. Lessor shall provide Lessee with a copy of the Property Tax Statement then due no more than fifteen (15) days after Lessor’s receipt of the same. If, by law, any such taxes may be paid in installments, Lessee may elect to pay such taxes in allowable installments or in a single sum. In either event, Lessee shall provide Lessor with proof of payment of the applicable amount of taxes due no more than three (3) days after the due date.

b. All taxes and assessments for the last year of this Lease which are the responsibility of the Lessee under the provisions of this paragraph shall be pro-rated between Lessor and Lessee, if the Lease is terminated on a date other than the last day of the year. If the Lease is terminated on the last day of the year, then, prior to the date Lessee vacates the Premises, it shall pay to Lessor in a lump sum, the amount of taxes for such last year of the Lease which are not due and payable until April 30th of the subsequent year, based upon the previous year’s levy and assessment.

c. If Lessee shall, in good faith, desire to contest the validity or amount of any tax, assessment, or levy or other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so with notice to Lessor. Any tax valuation protest by Lessee (or Lessor) shall not entitle Lessee to delay any payment of taxes due.

6. INSURANCE.

a. Lessee shall at all times during the term of this Lease, at Lessee’s full expense and as additional rent, keep the Premises insured throughout the term of this Lease, against the following:

i. Loss or damage by fire and such other risks under a policy of fire and extended coverage with “all risk” endorsement in amounts sufficient to prevent the Lessor or the Lessee from becoming a co-insurer within the terms of the applicable policies and, in any event, in an amount not less than one hundred percent (100%) of the then full insurable value except for a commercially reasonable deductible.

ii. Claims for personal injury or property damage, under a policy of commercial general liability insurance, with such limits as may reasonably be requested by the Lessor from time to time, but not less than Two Million ($2,000,000.00) Dollars combined single limit protection against personal injury, property damage or death.

iii. Worker’s Compensation coverage.

b. The term “full insurable value” shall mean the actual replacement cost of the Buildings and other Improvements upon the Premises, excluding the cost of the land, foundation and excavation costs.

c. All insurance provided for in this Lease shall be effected under enforceable policies issued by insurers licensed or approved to do business in this State. At least fifteen (15) days prior
to the expiration date of any policy, a binder for renewal or replacement of the coverage in the expiring policy shall be obtained by Lessee. Each insurer mentioned in this section shall agree by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessor, that it will give Lessor ten (10) days written notice before the policy or policies in question shall be altered or canceled.

d. All policies of insurance shall name the Lessor as an additional insured. At the request of Lessor, any insurance policy, except Lessee's personal property and commercial general liability insurance policies, shall be made payable to the holders of any mortgage or Deeds of Trust to which this Lease is at any time subordinate, as the interest of such holders may appear, pursuant to a standard clause for holders of mortgages or Deeds of Trust. All policies, except Lessee's personal property and commercial general liability insurance policies, shall contain an agreement by the insurers that:

i. any loss shall be payable to Lessor and/or the holders of any such mortgage or Deed of Trust, notwithstanding any act or negligence of the Lessee which might otherwise result in forfeiture of such insurance,

ii. such policies shall not be canceled except upon ten (10) days prior written notice to the Lessor, and

iii. the coverage afforded thereby shall not be affected by the performance of any work in or about the leased property.

e. If the Lessee provides any insurance required by this Lease in the form of a blanket policy, the Lessee shall furnish satisfactory proof that such blanket policy complies in all respects with the provisions of this Lease and that the coverage thereunder is at least equal to the coverage which would be provided under a separate policy covering only the leased property (in which case the cost of such insurance allocable to any Building will be determined by the mutual agreement of Lessor and Lessee based upon the insurer's cost calculations).

f. Upon Lessor's request, Lessee shall provide Lessor with certificates of insurance evidencing that all insurance required hereunder is in place.

7. UTILITIES.

Lessor and Lessee have heretofore inspected the Premises and all of the utility systems providing service to the Buildings and Improvements located on the Premises.

Lessee hereby accepts all the aforesaid utility services to all such Buildings and the Premises in their "as is, where is" condition. Lessee agrees to be responsible for and to pay when due for all charges for all utility services used on the Premises during the term of this Lease, and Lessor shall have no responsibility of any kind for the payment thereof, except for water and sewer services which Lessor shall pay for (up to a cap of $300 per month). Any amount of water and sewer services over $300 a month shall be paid for by Lessee. In the event that Lessee desires or requires that any of the existing utility lines or facilities providing service to the Premises need to be expanded, modified, repaired or replaced to provide adequate utility service for Lessee's intended use of the Premises, or if new utility lines or facilities need to be constructed to provide service to the Premises, then Lessee shall have the right to perform and shall bear
any and all costs associated with any such addition, expansion, modification, repair or replacement as provided in Article 10 of this Lease.

8. **MAINTENANCE OF PREMISES.**

   a. Lessor shall maintain, at its expense, the roof, foundation, structural walls and members, and exterior walls of the Building in good repair, reasonable wear and tear excluded. The term "walls" as used in this Paragraph 8 shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, dock bumpers, dock plates or levelers, or office entries. Lessee shall promptly give Lessor written notice of any maintenance or repair required by Lessor pursuant to this Paragraph 8, after which Lessor shall have a reasonable opportunity to repair. Failure of Lessor to complete such maintenance or repair after receiving a reasonable opportunity to do so, shall be an act of default and Lessee shall have the right, after the applicable notice and opportunity to cure has been given to Lessee, to complete such maintenance and repair at the cost of Lessor.

   b. Lessee shall, throughout the term of this Lease, at its own cost and as additional rent and without expense to Lessor, keep and maintain all aspects of the Premises, including all heating, cooling, mechanical, plumbing and electrical systems, concrete drives, concrete parking areas, sidewalks adjacent thereto, and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good and sanitary condition and repair, reasonable wear and tear and damage by casualty or damage caused by Lessor its agents and contractors excluded or damage that existed prior to occupancy by Lessee. The Lessee shall additionally be responsible for all snowplowing necessary upon the Premises. Nothing herein shall be deemed to require Lessee to enhance or improve the condition of any aspect of the Premises above or beyond its condition as of the date of this Lease. If Lessee does enhance the condition, then Lessor shall not be responsible for reimbursing Lessee for any costs. Any enhancement or replacement of equipment shall be deemed a fixture and shall be the express property of the Lessor.

   c. Notwithstanding the provisions of paragraph (a) contained in this Article 8, in the event that Lessee makes any alteration or modification to any structural element to the Premises as allowed by and in accordance with the provisions of Article 10 of this Lease, then from the date of commencement of work upon such structural element throughout the term of this Lease, Lessee shall be responsible to pay all costs associated with the maintenance and repair of the structural element(s) that was altered or modified by Lessee.

9. **COMPLIANCE WITH LAWS.**

Lessee shall comply with and abide by all applicable Federal, State, County, Municipal and other state and local governmental statutes, ordinances, laws and regulations affecting the demised Premises, the improvements thereon, any alterations or improvements made to the Premises, or any activity or condition on or in such Premises. The Lessee shall be solely responsible for any repairs to the Premises or actions necessary to comply with the applicable legal requirements related to Lessee's use or occupation of the Premises. Failure of Lessee to comply with such governmental regulations or to maintain the Premises as provided above shall be an act of default and Lessor shall have the right, after the applicable notice and opportunity to cure has been given to Lessee, to comply with said regulations or to maintain, alter, repair or restore the Premises at the cost of Lessee.

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10. ALTERATIONS OR IMPROVEMENTS TO PREMISES.

a. Lessee shall make no changes in or to the Premises without Lessor’s prior written consent, including Lessor’s specific written approval. Lessee shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval and/or controlled inspection reports, as the case may be, with respect thereof and shall upon request deliver promptly duplicates of all such permits, approvals and certificates to Lessor. Lessee agrees to carry and will cause Lessee’s contractors and subcontractors to carry such workman’s compensation, general liability, personal and property damage insurance as described in subparagraph f below. All fixtures and other alterations, including, but not limited to, heating, lighting, electrical, air conditioning, fixed partitioning, drapery, wall covering and paneling, built-in cabinet work and carpeting installations, together with any property that has become an integral part of the Premises, installed in the premises at any time, either by Lessee or by Lessor in Lessee’s behalf, shall, upon installation, become the property of Lessor and shall remain upon and be surrendered with the premises unless Lessor, by written notice to Lessee at least 60 days prior to the expiration or termination of this Lease elects in writing to relinquish Lessor’s right thereto and to have them removed by Lessee, in which event the same shall be removed from the premises by Lessee prior to the expiration of the lease, at Lessee’s expense. Nothing in this Article shall be construed to give Lessor title to or to prevent Lessee’s removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the demised premises or upon removal of other installations as may be required by Lessor, Lessee shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the premises or the building due to such removal, ordinary wear and tear excepted. All property permitted or required to be removed by Lessee at the end of the term remaining in the Premises after Lessee’s removal shall be deemed abandoned and may, at the election of Lessor, either be retained as Lessor’s property or may be removed from the premises by Lessee, at Lessee’s expense.

b. All alterations shall be made and performed in full compliance with all applicable building codes, safety codes, electric codes, fire regulations, and any other applicable laws.

c. All alterations shall be done in a good and workmanlike manner. All alterations shall be done in compliance with all other applicable provisions of this Lease, the reasonable rules in force from time to time as set forth by Lessor for alterations and with all applicable laws, ordinances, directions, rules and regulations of governmental authorities having jurisdiction; and Lessee shall, prior to the commencement of any such alterations, at its sole cost and expense, obtain and exhibit to Lessor any governmental permit required in connection with such alterations.

d. Except as arising in connection with work performed by Lessor or its contractors at Lessor’s expense, Lessee shall keep the building and the demised premises free and clear of all liens for any work or material claimed to have been furnished to Lessee or to the demised premises.

e. Prior to the commencement of any work by or for Lessee, Lessee shall furnish to Lessor certificates evidencing the existence of the following insurance:
1) Worker’s compensation insurance covering all persons employed for such work and with respect to whom death or bodily injury claims could be asserted against Lessor, Lessee or the demised premises.

2) Broad form comprehensive general liability insurance naming Lessor, its designees, and Lessee as insureds, such insurance to afford protection in an amount of not less than Two Million ($2,000,000) Dollars combined single limit for damage to property and for injury or death arising out of any one occurrence. Lessee, at its sole cost and expense, shall cause all such insurance to be maintained at all times when the work to be performed for or by Lessee is in progress. All such insurance shall be underwritten by reputable insurance companies authorized to do business in Colorado, which are reasonably acceptable to Lessor and all policies, or certificates thereof, issued by the insurer and bearing notations evidencing the payment of premiums, shall be promptly delivered to Lessor. Anything herein to the contrary notwithstanding, the foregoing insurance may be maintained in one or more policies of primary and umbrella or excess liability policies so long as the nature, scope and limits of coverage herein required are not violated.

Lessee shall reimburse Lessor on demand for any expenses, costs and amounts incurred or to be incurred by Lessor in connection with the review and supervision of Lessee’s alterations.

11. (This Section has been intentionally deleted).

12. INDEMNIFICATION AND RELEASE OF LESSOR.

a. Subject to Paragraph 14, below, and except for the negligence or willful misconduct of Lessor, its agents, employees or contractors, the Lessee shall indemnify, defend and hold harmless Lessor against any and all damages, expenses, costs, liabilities, claims or demands (including reasonable attorney fees and other reasonable costs of litigation) based on, or arising out of, or resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premises. Lessee shall further indemnify Lessor for any costs whatsoever Lessor may incur for any default in the Lease caused by the Lessee or for violation of any Colorado laws or regulations by the Lessee.

b. Lessor shall not be liable for any damage, injury or death as to any person or damage to property in, on or about the Premises or any Building, unless caused by Lessor’s negligence or willful misconduct.

c. Subject to Paragraph 14 below, and except for the negligence or willful misconduct of Lessee, Lessor hereby agrees to indemnify and hold Lessee harmless from and against any and all liabilities, claims, damages, expenses, costs, losses, actions, fines, penalties or lawsuits (including reasonable attorney fees and other reasonable costs of litigation) suffered by or claimed against Lessee, based on, or arising out of, or resulting from (i) any negligent act or omission by Lessor, or its employees, agents or invitees.

d. LESSEE FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM OR IN CONNECTION WITH ANY CLAIM OR ACTION ALLEGING A VIOLATION BY TENANT OF THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED (“A.D.A.”), AND FURTHER
AGREES TO KEEP THE LEASED PREMISES IN COMPLIANCE WITH APPLICABLE LAWS. LESSEE AGREES THAT IF A GOVERNMENTAL ENTITY DETERMINES THAT THE PREMISES ARE NOT IN COMPLIANCE WITH A.D.A. OR ENVIRONMENTAL LAWS DUE TO AN ACTION OR EVENT BY TENANT, TENANT SHALL INDEMNIFY LANDLORD FROM ANY AND ALL CLAIMS ARISING THEREFROM, AND SHALL BE RESPONSIBLE FOR BRINGING THE PREMISES INTO COMPLIANCE WITH APPLICABLE A.D.A. AND ENVIRONMENTAL REGULATIONS. LESSOR DOES NOT WARRANT THE PREMISES IS ADA COMPLIANT. IF THE LESSEE NEEDS THE PROPERTY TO BE ADA COMPLIANT OR THE PROPERTY IS REQUIRED TO BE ADA COMPLIANT BECAUSE OF TENANT USE AND LEASE OF PROPERTY THEN LESSEE SHALL BEAR THE ENTIRE COST AND LIABILITY TO MAKE THE PROPERTY ADA COMPLIANT.

FIRE CODE. LESSEE SHALL MAKE ANY AND ALL NECESSARY IMPROVEMENTS OR ADDITIONS (Subject to Lessor's written approval) TO MAKE THE PROPERTY COMPLY WITH ALL APPLICABLE SECTIONS OF THE FIRE CODE. ALL IMPROVEMENTS NECESSARY TO MAKE THE PROPERTY FIRE CODE COMPLIANT WILL BE AT THE SOLE EXPENSE OF LESSEE.

13. DESTRUCTION OF PREMISES.

a. If any Building or other Improvement shall be totally or partially destroyed or damaged by fire, earthquake, act of God, or by other casualty during the term of this Lease, said destruction or damage shall not release Lessee from any obligation hereunder except as provided herein; and in the case of damage to or destruction of any such Building or Improvement, Lessor shall, at its own expense, promptly repair and restore the same to a condition as good as or better than that which existed prior to such damage or destruction. Such repair and restoration shall be expressly subject to Lessor actually receiving insurance proceeds to pay for the repair or restoration. Without limiting such obligation of Lessor it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to Lessor for repair or replacement. If the repair time is estimated to exceed six (6) months, or in the event actual restoration exceeds six (6) months, either Lessor or Lessee may elect to terminate this Lease upon notice to the other party given no later than thirty (30) days after notice has been given to the other party of such damage or destruction. If neither party elects to terminate this Lease or if Lessor estimates that the repair will take six (6) months or less, then, subject to receipt of sufficient insurance proceeds, Lessor shall promptly restore the Premises, excluding the improvements installed by Lessee or by Lessor and paid by Lessee, subject to delays arising from the collection of insurance proceeds or from force majeure events. Lessee, at Lessee's sole expense, shall promptly perform, subject to delays arising from the collection of insurance proceeds or from force majeure events, all repairs or restoration not required to be done by Lessor and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. The Base Annual Rent shall be abated during any period that the Premises cannot be occupied as a result of damage to the Premises by a cause covered by this paragraph or the repair thereof (or in the event that only a portion of the Premises cannot be occupied as a result of such damage, Base Annual Rent shall be equitably abated in proportion to the space actually occupied and usable by Lessee).

b. If the destruction occurs during the last year of the Lease, Lessee shall have the option to elect to terminate this Lease by written notice served on Lessor within thirty (30) days after the occurrence of such damage or destruction. In the event of such termination, rentals payable shall terminate and there shall be no obligation on the part of Lessee to repair or restore the building or improvements nor any right on the part of Lessee to receive any proceeds collected under any insurance policy covering such building or improvements.

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14. **WAIVER OF SUBROGATION.**

Lessor and Lessee waive all rights to recover against each other or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each other for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Lease or any other insurance actually carried by each of them which occur in, on or about the Premises or the Building to the extent that such loss or damage is covered by collectible insurance. Lessor and Lessee will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises.

15. **RIGHT TO SUBLEASE AND/OR ASSIGN.**

Lessee shall have the full right to sublease and/or assign the Premises, in whole or in part, at any time and from time to time with the written consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed, provided that the Lessee shall remain fully liable for the performance of all obligations under this Lease. A consent to one assignment or sublease shall not constitute a consent to a subsequent assignment or sublease. In the event Lessee subleases or assigns all of the Premises, any rentals received which are in excess of the base rent shall be shared equally by Lessor and Lessee. In the event Lessee subleases a portion of the interior of any Building or Improvement on the Premises, then Lessee shall be entitled to all of the proceeds of such sublease. In connection with any assignment or sublease, Lessee shall have the right, in its sole discretion, to include the right of first refusal described in Paragraph 11 or to retain the right of first refusal for itself.

16. **WASTE AND NUISANCE PROHIBITED.**

Lessee shall not commit or suffer to be committed any waste or nuisance on the Premises.

17. **LESSOR’S RIGHT OF ENTRY.**

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Premises upon twenty-four (24) hour advance notice to Lessee during all reasonable business hours for the purpose of inspecting the same or for the purpose of posting notices of non-responsibility for alterations, additions or repairs without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises. In the event of an emergency, no such advance notice shall be required; however, reasonable efforts shall be made to reach Lessee or an agent of Lessee to escort Lessor or Lessor’s agents while accessing any limited access area on the premises.

18. **LIENS.**

a. Lessee shall keep all of the Premises and every part thereof and all Buildings and other Improvements at any time located thereon free and clear of any mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction by, for or permitted by Lessee on or about the Premises, or
any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to save and hold harmless Lessor against all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice no less than twenty (20) calendar days in advance of the commencement of any construction, alteration, addition, improvement or repair estimates to cost in excess of Twenty Thousand ($20,000.00) Dollars in order that Lessor may post appropriate notices of Lessor's non-responsibility.

b. If Lessee desires to contest any such lien, it shall notify Lessor of its intention to do so within ten (10) business days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond (satisfactory to Lessor) against any such lien and any cost, liability or damage arising out of such contest, Lessee shall not be in default hereunder until ten (10) business days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. If Lessor and/or the Property are named or a party to any legal action or lawsuit as a result of a mechanic's lien filed against the Property or Premises arising from work or construction Lessee had performed on the Property or Premises, Lessee agrees to pay any and all costs, including legal fees that Lessor may incur.

c. As provided in Colo. Rev. Stat. Section 39-26-117 and Section 39-26-205(3), as amended from time to time, the Premises and all of the improvements and installations constituting any part of Premises, and all other improvements (other than Lessee's trade fixtures) made to or installed in the Premises (whether constructed by, for, or at the expense of Lessor or Lessee), shall be deemed property owned by Lessor and shall be exempt from any lien for sales and use taxes otherwise imposed or collected by the taxing authorities of the State of Colorado. In order to secure this exemption, Lessor may execute a memorandum of this Lease for filing with the Colorado Department of Revenue as prescribed by that agency. Lessee shall execute such memorandum if required by the State of Colorado.

19. CONDEMNATION.

a. If the whole of the Premises or such portion thereof as will make the Premises unusable for the purposes herein leased, in the sole determination of Lessee, is condemned for any public or quasi-public use or purpose by any legally constituted governmental authority or by private purchase in lieu thereof, then in either of such events this Lease will terminate and the Base Annual Rent obligations shall terminate from the time when possession is taken by such public authority and the Base Annual Rent shall be accounted for between Lessor and Lessee as of the date of the surrender of possession. In such events, Lessee shall have the right to make a claim against the condemnor for all claims including, but not limited to, all claims for leasehold damages, diminution in value of Lessee's leasehold, removal expenses, business dislocation expenses, and moving expenses.

b. If any part of the Premises shall be so taken and this Lease shall not terminate or be terminated under the provisions herein, then the Base Annual Rent shall be reasonably and equitably apportioned according to the portion of the Premises so taken, and Lessee shall, at its own cost and expense, restore the remaining portion of the Premises to the extent to render it reasonably suitable for the purpose for which it was leased, and shall make all repairs to the building on the Premises to the extent necessary to constitute the Building a complete architectural
unit, provided that such work shall not exceed proceeds of its condemnation award. Rent shall abate during the period of any such restoration or other activity in connection with such condemnation proceedings during which Lessee is unable to operate its business and does not operate its business.

20. DEFAULT - EVENTS OF DEFAULT.

The following occurrences are "events of default":

a. Lessee fails to pay rent or any other sum to be paid by Lessee under this Lease when due, and the default continues for five (5) days after written notice from Lessor.

b. [Intentionally Omitted];

c. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Lessee, or are taken upon or subjected to any attachment by any creditor of Lessee or claimant against Lessee, and the attachment is not discharged within thirty (30) days after its levy;

d. Lessee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;

e. Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of Lessee's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after the institution or appointment;

f. [Intentionally Omitted]; or

g. Lessee breaches any of the other agreements, terms, covenants or conditions that this Lease requires Lessee to perform, and the breach continues for a period of thirty (30) days after written notice by Lessor to Lessee, or such additional time as reasonably may be required to cure such default in the event that the default cannot be cured within thirty (30) days.

h. Lessee, or principal of Lessee is charged with violating any law or regulation.

21. DEFAULT - REMEDIES.

If any one or more events of default set forth in Paragraph 20, occurs beyond any applicable period of notice and cure, then Lessor may, at its election, either:

a. Give Lessee written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Lessee's right to possession of the Premises will cease and the Lease will be terminated (except as to Lessee's liability set forth in this Paragraph 21.a), as if it were the end of the term of this Lease. If this Lease is terminated pursuant to the provisions of this Paragraph 21(a), Lessee will remain liable to Lessor monthly for damages in an amount equal to the rent and other sums that would have been owing by Lessee under this Lease for the balance of the term if this Lease had not been
terminated, less the net proceeds, if any, of any reletting of the Premises by Lessor subsequent to the termination, after deducting all of Lessor's reasonable expenses in connection with the reletting, including without limitation the expenses set forth in Paragraph 21(b)(ii). Lessor will be entitled to collect and receive those damages from Lessee monthly on the days on which the rent and other amounts would have been due and payable under this Lease if it had not been terminated. Alternatively, at the option of Lessor, if this Lease is terminated, Lessor will be entitled to recover from Lessee:

i. The net present value at the time of award of the unpaid rent that had accrued to Lessor at the time of termination;

ii. The net present value at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the net present value of the rent loss that Lessee proves could reasonably have been avoided;

iii. The net present value at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the net present value of the rent loss that Lessee proves could reasonably be avoided; and

iv. Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease. The "net present value at the time of award" of the amount referred to in clauses 21(a)(i) through 21(a)(iii) is computed by applying the discount rate of the Federal Reserve Bank of Kansas City, Missouri at the time of award. For the purpose of determining unpaid rent under Paragraph 21(a)(iii), the monthly rent reserved in this Lease will be deemed to be the sum of the rent due under Paragraph 5 and the other amounts due and payable by Lessee pursuant to this Lease for the calendar year in which the award is made.

b. i. Without demand or notice, reenter and take possession of the Premises or any part of the Premises in accordance with valid legal process; expel Lessee and those claiming through or under Lessee from the Premises; and lawfully remove the effects of both or either pursuant to Colorado laws and regulations, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. If Lessor elects to reenter as provided in this Paragraph 21(b)(i) or if Lessor takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by Colorado law, Lessor may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises for the account of Lessee, for such term or terms (which may be greater or less than the period that would otherwise have constituted the balance of the term of this Lease) and on such terms and conditions (which may include concessions of free rent, and the alteration and repair of the Premises) as Lessor, in its sole discretion, may determine. Lessor may collect and receive the rents for the Premises. Lessor will not be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon reletting. No reentry or taking possession of the Premises by Lessor will be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. No notice from Lessor under this Lease or under a forcible entry and detainer statute or similar law will constitute an election by Lessor to terminate this Lease unless the notice specifically says so. Lessor reserves the right following any reentry or reletting, or both, to
exercise its right to terminate this Lease by giving Lessee written notice, and, in that event, the Lease will terminate as specified in the notice.

ii. If Lessor elects to take possession of the Premises according to this Paragraph 21(b) without terminating the Lease, Lessee will pay Lessor the rent and other sums that would have been due and payable under this Lease if such repossessioin had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Lessor's reasonable expenses incurred in connection with such reletting, including without limitation all reasonable repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration, remodeling, repair costs, and expenses of preparing the Premises for reletting. If, in connection with any reletting, the new lease term extends beyond the existing term of this Lease or the Premises covered by reletting include areas that are not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting will be made by mutual agreement of the parties in determining the net proceeds received from reletting. In addition, in determining the net proceeds from reletting, any rent concessions will be apportioned over the term of the new lease. Lessee will pay such amounts to Lessor monthly on the days on which the rent and all other amounts owing under this Lease would have been payable if possession had not been retaken, and Lessor will be entitled to receive the rent and other amounts from Lessee on those days. The foregoing notwithstanding, Lessor shall have an affirmative obligation to mitigate its damages, if any, arising from any alleged default under the Lease.

c. Suit or suits for the recovery of the rents and other amounts and damages set forth in this paragraph may be brought by Lessor from time to time at Lessor's election and nothing in this Lease will be deemed to require Lessor to await the date on which the term of this Lease expires. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity, including without limitation suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of any right or remedy will not preclude the simultaneous or later exercise by Lessor of any other rights or remedies. All rights and remedies are cumulative and nonexclusive.

d. In the event of a Lessor default beyond any applicable period of notice and cure, Lessee shall have the following remedies (and the aforesaid notice and cure period shall not apply in the event of an emergency threatening life, safety): Lessee may bring an action for damages; or upon thirty (30) days' additional written notice to Lessor Lessee may, at its election, cure such default at the commercially reasonable expense of Lessor; provided, however, if Lessor's failure to so cure interferes with Lessee's quiet enjoyment of the Premises, or materially interferes with Lessee's use of the Premises then Lessee may pursue an action against Lessor for constructive eviction by Lessor, and any retention of possession of the Premises by Lessee while pursuing such action shall not constitute a waiver by Lessee of the constructive eviction so long as Lessee continues to pay Rent as required by the terms of this Lease. If Lessee exercises its right to cure in accordance with the foregoing terms and provisions, then Lessor will reimburse Lessee for the commercially reasonable cost of such cure within thirty (30) days of Lessee's delivery to Lessor of a statement for the cost of such cure; and, in the event Lessor fails to reimburse Lessee, then Lessee may set off against the amounts of Base Annual Rent owed for the cost of such cure. Provided that Lessee is first given written notice of the name and address of such party, Lessee shall cause a copy of any written notice from Lessee to Lessor under this paragraph to also be sent to any holder of a mortgage or other encumbrance on the Building, and any such holder will have
the same time periods to cure such alleged default (however, the terms of any subordination, non-disturbance, and attornment agreement shall govern with respect to the cure periods provided for such holder). Notwithstanding the foregoing, Lessee may pursue any other remedy now or hereafter available under the laws of judicial decisions of the State of Colorado.

22. **LESSOR’S LIEN.**

Subject to any prior perfected security interest or any purchase money security interest, Lessee grants to Lessor (at Lessor’s discretion), to secure performance of Lessee’s obligations hereunder, a security interest in all goods, inventory, equipment, fixtures, furniture, improvements, chattel paper, accounts, and general intangibles, and other personal property of Lessee now or hereafter situated on or relating to Lessee’s use of the Premises, and all proceeds therefrom (“Collateral”), and the Collateral shall not be removed from the Premises without the consent of Landlord until all obligations of Lessee have been fully performed. Lessor has the sole and unilateral option to refuse the lien, any security interest and the collateral at its discretion. A written notice from Lessor to any third party shall suffice as a disclaimer of any security interest. Upon the occurrence of an Event of Default, Lessor may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded a secured party under the Uniform Commercial Code of the State of Colorado (the “UCC”) or other Colorado law. All proceeds of any such sale may be applied first to payment of expenses incurred by Lessor in enforcing the security interests herein granted (including reasonable attorneys’ fees and expenses. Lessor may (at its election) also file a copy of this Lease or this provision as a financing statement to perfect its security interest in the Collateral.

23. **SUBORDINATION.**

Lessee agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the Premises; provided, as a condition precedent to such subordination, Lessor agrees to take whatever action is necessary (including obtaining written documentation from its mortgagee) to assure that each such mortgagee shall expressly covenant, or each such mortgage shall expressly provide, that so long as Lessee is not in default under this Lease, Lessee’s quiet possession of the Premises shall remain undisturbed, on the terms, covenants and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the mortgagee. Provided that Lessor complies with the requirements of this Paragraph 23, Lessee agrees to comply with reasonable requests for execution of documentation to affect this subordination of its leasehold interest.

24. **SIGNS.**

Lessee may install a sign or signs on the Premises which conform with the laws and regulations of the Town of Carbondale and Garfield County, Colorado. Upon surrender or vacation of the Premises or at any time during the term of the Lease, Lessee may remove any of its signs affixed to the Premises provided that it is not in default of its obligations herein and the Premises are restored to substantially the same condition and repair as before attachment of any such signs, reasonable wear and tear excluded.

25. **WAIVER OF REQUIREMENTS.**

No requirement whatsoever of this Lease shall be deemed waived or varied, nor shall Lessor’s acceptance of any payment with knowledge of any default, nor shall either party’s failure or delay to take advantage of any default constitute a waiver of either party’s rights thereby nor of any subsequent or
continued breach of any requirement of this Lease. All remedies provided for herein shall be in addition to, and not in substitution for, any remedies otherwise available to each of the parties hereto.

26. **SECURITY DEPOSIT.**

Upon execution of this Lease, Lessee shall deposit with Lessor the sum of $5,850.00 as a “Security Deposit” (to be included with first and last months rent for a total of $20,687.50). Said deposit is given to secure Lessee’s faithful performance of all the terms, covenants and conditions to be kept and performed by Lessee during the Lease term. Lessee agrees that if, at any time during the term of this Lease, Lessee shall fail to pay the rent herein reserved promptly when due, after the applicable notice and cure period Lessor shall have the right to use said security deposit, or so much thereof as necessary, to pay any such rent due and unpaid. If Lessee violates any of the other terms, covenants and conditions of the Lease, said security deposit may be likewise applied, after the applicable notice and cure period, to any damages suffered by Lessor as a result of Lessee’s default to the extent of the amount of the damages suffered. No later than thirty (30) days after the termination of the within tenancy for any reason Lessor shall return the security deposit to Lessee, or if cause exists for Lessor to retain all or a portion of the security deposit, Lessor shall, within the same thirty (30) day period, provide Lessee with a written statement listing the reasons for the retention of the security deposit, together with the balance, if any, of the security deposit that is not retained. The security deposit shall bear no interest in favor of Lessee.

27. **HAZARDOUS MATERIALS.**

a. Lessee shall not cause or permit any hazardous material to be brought upon, kept, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees, without the prior written consent of Lessor (which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor’s reasonable satisfaction that such hazardous material is necessary or useful to Lessee’s business and will be used, kept and stored in a manner that complies with all laws regulating any such hazardous material). If Lessee breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by Lessee results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom, then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney’s fees, consultant fees, and expert fees) that arise during or after the lease term as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Lessee results in any contamination of the Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises. Provided that Lessor’s approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Premises.
b. As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government. The term "hazardous material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321); (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. § 6903); (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601); or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Action (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

28. SURRENDER.

a. At the end of the term of this Lease, and at the sole discretion of the Lessor, Lessee will surrender the Premises in the same condition and repair as received, broom clean, ordinary wear and tear and casualty loss and condemnation excepted. If Lessee is not then in default, Lessee may remove from the Premises any fixtures, equipment and movable furniture placed in the Premises by Lessee.

b. At the discretion of the Lessor, Lessee will fully repair any damage to the Premises occasioned by the removal of any fixtures, equipment or furniture, reasonable wear and tear and damage by casualty excepted. All fixtures, equipment or furniture not removed will conclusively be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed or otherwise disposed of by Lessor without notice to Lessee or to any other person and without obligation to account for them. Lessee will pay Lessor all reasonable expenses incurred in connection with Lessor's removal of such property from the Premises, including without limitation the cost of repairing any damage to the Building or the Premises caused by removal of such property. Lessee's obligation to observe and perform this covenant will survive the termination of this Lease.

29. LAW. This document shall be governed by the Laws of the State of Colorado.

30. PARAGRAPH CAPTIONS.

The paragraph captions as to contents of particular paragraphs are inserted only for convenience and are in no way to be construed as part of this Lease or as a limitation on the scope of the particular paragraphs to which they refer.

31. LEASE ACCEPTANCE AND MODIFICATION.

a. This Lease contains all the oral and written agreements, representations and warranties between the parties hereto with respect to the subject matter hereof, and any rights which the respective parties hereto may have had under any previous contracts or oral arrangements are hereby canceled and terminated and no representations or warranties are made or implied other than those set forth herein.
b. No amendment or modification of this Lease or any approvals or permissions of Lessor required under this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

32. ATTORNEY FEES.

If litigation is ever commenced by one of the parties hereto against the other as a result of this Lease or in connection with this Lease, then the party that substantially prevails in any such litigation shall be entitled to receive from the losing party all costs incurred, including reasonable attorneys’ fees and court costs, in connection with such proceeding.

33. NOTICES.

Any notices or communications provided for in this Lease are to be in writing shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand delivery to the Lessor at the following address:

Porter G, LLC

With copy to: Gillespie Law Offices, 100 Elk Run Dr, Ste. 129, Basalt CO 81621

and to the Lessee at the following addressed:

Tumbleweed Edwards, LLC
57 Edwards Access Road
Edwards Co 81632

Either Lessor or Lessee may from time to time change the mailing addresses aforesaid by written notice to the other party hereto.

34. TIME OF THE ESSENCE.

Time is of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

35. PARTIES BOUND.

The covenants and conditions herein contained shall, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto Lessee hereby acknowledges and agrees that notwithstanding any sale of all or substantially all of its assets out of the ordinary course of business during the term of this Lease, it shall remain fully liable for all of the obligations of the Lessee under this Lease until and unless it is released therefrom in a written instrument signed by Lessor. Similarly, in the event of a sale of its stock, merger, stock exchange, or any other corporate transaction which results in new ownership of the shares of stock in Lessee, the Lessee or its successor in interest, shall remain fully liable for all obligations of the Lessee under this Lease. All personal guarantors of Lessee are also fully bound by this Lease.

Commercial Lease
Porter G. LLC/
36. **UNENFORCEABILITY.**

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease term, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

37. **LAWS OR REGULATIONS.** Lessee shall warrant that it is in all times in compliance with all laws and regulations. Any noticed or charged violation of any law, code or regulation at any time shall be a default in the Lease and the Lessor may terminate the Lease immediately and repossess the Property and Premises.

38. **RECORDING.**

Lessee shall not record this Lease without the written consent of Lessor.

39. **BROKERS.**

Lessor and Lessee each represents and warrants to the other that it has dealt with no broker, agent or other person in connection with this transaction, that no broker, agent or other person brought about this transaction, and the parties agree to indemnify and hold the other harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with such party with regard to this leasing transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year set forth above.

**LESSOR:**

Porter G, LLC,

a Colorado limited liability company

By:__________________________  
Chris Broadhurst, Manager

**LESSEE:**

Tumbleweed Carbondale, LLC

Green Cross Colorado, LLC

By:__________________________  
Mark Smith, Manager

This LEASE IS FURTHER PERSONALLY GUARANTEED BY MARK SMITH
RETAIL MARIJUANA LICENSE APPLICATION

Date of Application: 3/28/18  Date Application Deemed Complete: 3/30/18

Date of Public Hearing: 4/24/18
To be scheduled within 45 days from date application deemed complete

This application is for the following Premises Location License Type (please check only one [1] license type and file a separate complete RM License Application if another license type is applicable):

☐ Retail Marijuana Store
☐ Retail Marijuana Products Manufacturing Facility
☐ Transfer of Ownership (reallocatation among current owners)
☐ Testing Facility
☐ Change of Corporation or LLC Structure

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

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

Applicant is applying as (attach organizational documents):

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

Applicant Name: Tumbleweed Carbondale, LLC

Trade Name of Establishment (doing business as): Tumbleweed Carbondale

Applicant Contact Name (please print): Daniel V Griffin

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

Street Address

City

State

Zip Code

Business Mailing Address (if different from Premise location):
7931 S Broadway, Ste 155, Littleton, CO 80122

Street Address

City

State

Zip Code

Business Phone: 720.810.1187
Emergency Phone: 612.865.7096

Business Email Address: mosby2012@comcast.net

Town Sales Tax License No: State Sales Tax License No: 30742685-0002

State Medical Marijuana License No: 402R-00467

mosby2012@comcast.net
Local Residency Requirement Applicable to Licenses for Retail Marijuana Stores, Cultivation Facilities, and Product Manufacturing Facilities: The applicant seeking licensure must provide the Town of Carbondale with the name of an agent of the proposed licensee who will serve as a point of contact for the Town. Such agent shall hold at least a partial ownership interest in the retail marijuana store, cultivation facility, or products manufacturing facility and shall have a primary home (as the term is defined in Chapter 5.26) within the 81621, 81623, or 81601 Colorado zip codes. THE AGENT LISTED BELOW MUST COMPLETE A RETAIL MARIJUANA BUSINESS LICENSE BACKGROUND CHECK AND MUST BE FINGERPRINTED by the Carbondale Police Department.

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
<th>POSITION</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adam Phillips</td>
<td>81623 Carbondale, CO</td>
<td>AGENT</td>
<td>10%</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
<th>POSITION</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sherri L Marzario</td>
<td>81632 Cordillera, CO</td>
<td>Owned</td>
<td>45%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daniel V Griffin</td>
<td>80228 Lakewood, CO</td>
<td>Owner</td>
<td>45%</td>
<td></td>
</tr>
<tr>
<td>Adam T Phillips</td>
<td>81632 Carbondale, CO</td>
<td>Agent</td>
<td>10%</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

☐ Yes  ☐ No

If the answer is yes, please provide the following (if necessary, please provide additional information on a separate sheet):
<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Name &amp; Location of Court</th>
<th>Charge Convicted Of</th>
<th>Sentence</th>
<th>Date of Sentencing</th>
<th>Last Date of Incarceration/Parole/Probation or Other Discharge of Sentence</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Does the Applicant have legal possession of the premises for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?  

☐ Yes  ☐ No

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

☐ Ownership  ☐ Lease  ☐ Other (explain in detail): ________________________________

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

<table>
<thead>
<tr>
<th>Landlord</th>
<th>Tenant</th>
<th>Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porter G, LLC</td>
<td>Tumbleweed Carbondale</td>
<td>09-30-2026</td>
</tr>
</tbody>
</table>

Building Owner’s Mailing Address:

100 Elk Run Dr, Suite 129, Basalt, CO 81621

Street Address  City  State  Zip Code
Chris Broadhurst  970.945.6500

Contact Phone Numbers: ________________________________

Is this proposed premises to be licensed within 500 feet of any school or licensed child care facility?  

☐ Yes  ☐ No

Is this proposed premises to be licensed within 500 feet of any alcohol or drug treatment facility?  

☐ Yes  ☐ No

If this proposed premises is a retail marijuana store located on Main Street between 7th Street and Snowmass Drive, is the proposed retail marijuana store within 400 feet of another retail marijuana store?  

☐ Yes  ☐ No

Is this proposed premises location the only location that is affiliated with this business?  

☐ Yes  ☐ No

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

<table>
<thead>
<tr>
<th>Type of Business</th>
<th>Location (Street, City, State, Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See attached marijuana licenses, Colorado for applicant Daniel V Griffin</td>
<td></td>
</tr>
</tbody>
</table>

Name of on-site manager for licensed premises: Sherri L Marzario - Owner/Manager

Home Address: 1187 Gore Trail, Cordillera, CO 81632

Street Address  City  State  Zip Code
Business Cell Phone Number: 612.865.7096

Email Address: sherri.marzario@gmail.com

Driver's License Number: 11-2140286
Jurisdiction that issued Driver's License: CO

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS, CITY STATE, ZIP</th>
<th>DOB</th>
<th>% OWNED</th>
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</table>

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

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS, CITY STATE, ZIP</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark A Smith</td>
<td>CO 81632</td>
<td></td>
</tr>
<tr>
<td>Sherri L Marzario</td>
<td>CO 81632</td>
<td></td>
</tr>
</tbody>
</table>

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

Monday 9am to 10pm
Tuesday 9am to 10pm
Wednesday 9am to 10pm
Thursday 9am to 10pm
Friday 9am to 10pm
Saturday 9am to 10pm
Sunday 9am to 10pm

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

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

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

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

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

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

4
• Lease
• Operating Agreement
• A description of the security provisions and systems which must include, at a minimum:
  - Security surveillance cameras installed and properly maintained to monitor each
    entrance along the interior and exterior of the premises to discourage crime and to
    facilitate the reporting of criminal acts as well as nuisance activities; security video
    shall be preserved in the manner and for the period of time set forth in the Colorado
    Marijuana Enforcement Division Rules, as amended from time to time;
  - Robbery and burglary alarm systems that are professionally monitored and
    maintained in good working condition;
  - Exterior lighting that illuminates the exterior walls of the business during evening
    hours and is compliant with Town Code;
  - A secure safe that is utilized for the purposes of storing cash and marijuana that is
    not then being actively cultivated when the business is not open; and
  - Locking systems for exterior doors that are designed and installed in such fashion
    as to deter unlawful entry and provide safe emergency egress.
• A description of all goods to be sold;
• An exterior lighting plan;
• A description of any cultivation activities within the marijuana business which includes,
  without limitation, the area in which plants will be grown, a description of the lighting
  system for the lighting system for cultivation, a description of the ventilation and odor
  filtration system for the premises, if any, and a description of the automatic fire suppression
  system, if any; and
• Any additional information that the Authority reasonably determines to be necessary in
  connection with the investigation, review and determination of the application.
• List and addresses of all residents and businesses located within 300 feet of facility. Note:
  Applicant must provide written notice of the public hearing to the list of businesses and
  residents at least 15 days prior to the public hearing.

Oath of Application

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

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Printed Name and Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>Daniel V Griffin - Owner</td>
<td>02-06-18</td>
</tr>
</tbody>
</table>
AMENDMENT TO OPERATING AGREEMENT OF
TUMBLEWEED CARBONDALE, LLC

THIS AMENDMENT TO OPERATING AGREEMENT is effective into this 6th day of February 2018 (The “Effective Date”) between the members of Tumbleweed Carbondale, LLC (The “Company”) and Daniel Griffin, Sherri Marzario and Jesse Miller (Hereinafter referred to collectively as the “Member”)

WHEREAS, Daniel Griffin executed an operating agreement for the Company (The “Operating Agreement”), and;

WHERAS, the members desire to amend the Operating Agreement to add Adam T Phillips as a new member/agent and remove Jesse Miller member/agent for the Operating Agreement.

1. General Amendment and Clarification. Each Member’s respective interest shall reflect the following percentages in the Company:

Daniel V Griffin 45%

Sherri L Marzario 45%

Adam T Phillips 10%

2. Amendment of Operating Agreement. The members agree that the Operating Agreement shall remain in full force and effect except that this Amendment shall modify the Operating Agreement as stated herein. In the event of any conflict between the Operating Agreement and this Amendment, the provisions of this Agreement shall be controlling and shall supersede any conflicting provision of the Operating Agreement.
IN WITNESS THEREOF, the Parties have hereunto set their hand as of the 6th day of February 2018.

For the Company

Daniel V Griffin
Member

Sherri L Marzario
Member/Manager

Adam T Phillips
Member/Agent
Affidavit of Mailing

The undersigned certifies that he/she mailed the attached Notice of Hearing by First Class Mail, postage prepaid as required by the Carbondale Municipal Code. The people on the attached list were sent the Notice of Hearing. In addition, notices were posted on the property.

Date of mailing: 04/07/18

By: Adam T. Phillips

Subscribed and sworn before me this 16 day of April, 2018.

(seal)

ADRIAN BELANDRIA CASS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 201640305710
MY COMMISSION EXPIRES SEPTEMBER 15, 2020

My commission expires: 09/15/2020

(Notary)
Alpine Center
400 EAST MAIN STREET ASPEN, CO 81611

Alpine Bank
PO BOX 10000 GLENWOOD SPRINGS, CO 81602

Big Sky Holdings, LLC
379 RIVER BEND WAY GLENWOOD SPRINGS, CO 81601

CARBONDALE MEDICAL INVESTORS, LLC
1250 VILLAGE RD
CARBONDALE 81623

PIMENTEL, IGNACIO & PINEDA, VICTORIA M
761 LATIGO LOOP CARBONDALE, CO 81623

GILLOW, DONALD I & CAROLYN L
771 LATIGO LOOP
CARBONDALE 81623

BRIGHT, MARY J & JEFFREY D
781 LATIGO LOOP
CARBONDALE 81623

LOGAN, JAMES N & MARY P
791 LATIGO CT
CARBONDALE 81623

MAXSON, BARBARA & MICHAEL
800 LATIGO LOOP
CARBONDALE 81623

ATKINSON, ALFRED V & SUSAN H TRUSTEES OF THE ATKINSON FAMILY TRUST DTD 9/28/07
1525 VILLAGE VIEW ROAD ENCINITAS, CA 92024

BOND, LAWRENCE M & LAURA LYNN
793 LATIGO COURT CARBONDALE, CO 81623
PARADA, MIGUEL ERNESTO & SERRANO, ESTELLA D
795 LATIGO LOOP
CARBONDALE 81623

BUCHANAN, MATT & ANNE
797 LATIGO CT
CARBONDALE 81623

TRUJILLO, KIMBERLEE B
799 LATIGO CT
CARBONDALE 81623

KOORN, JAN
801 LATIGO LOOP
CARBONDALE 81623

SHERRY GUNSHOR, DERIC L & AUDREY F
811 LATIGO LOOP
CARBONDALE 81623

STEUBEN, PHYLLIS TRUST DATED 08/20/93
751 LATIGO LOOP
CARBONDALE 81623

CSZDVM PROPERTIES LLC
955 COWEN DR
CARBONDALE 81623

GATESHEAD INVESTMENTS LLC
14225 VENTURA BLVD SUITE 100 SHERMAN OAKS, CA 91423
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date:

TITLE: Public Hearing – P & C Express and Durango Alternative New Medical Marijuana Cultivation Licenses

SUBMITTING DEPARTMENT: Manager

ATTACHMENT: Durango Alternative New Medical Marijuana Cultivation License; P&C Express New Medical Marijuana Cultivation License

BACKGROUND: Rocky Mountain High is applying for the Town’s two remaining retail marijuana cultivation licenses. They currently have one medical and one retail marijuana cultivation license. Recently staff visited Buggy Circle where the grows are located and they smelled a strong marijuana odor emanating from the Rocky Mountain High facility.

As a result of the odor issues, the Planning and Zoning Commission continued the hearing for their Special Use Permit to May 10th. Staff respectfully requests that the Board continue Durango Alternative’s and P&C Express’ public hearing to May 22, 2018.

FINANCIAL: NONE

DESIRED OUTCOME: Staff recommends that a member of the Board make the following motion: move to continue Durango Alternative and P & C Express’ public hearing to May 22, 2018.

Prepared By: Cathy Derby


_________________________

Town Manager
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Planning and Zoning Commission
Memorandum

TITLE: P&C Express and Durango Alternative Medical Cultivation Special Use Permit public hearing continuance.

SUBMITTING DEPARTMENT: Planning

BACKGROUND:

Rocky Mountain High DBA P&C Express and Durango Alternative have submitted two special use applications (one for each operation) to add two additional medical marijuana cultivation licenses to the 615 Buggy Circle location. These applications would be in addition to the one medical cultivation on site and one retail cultivation at the same address.

Due to an ongoing odor issue at the location, staff and the applicant requested a continuation of the noticed public hearings for the Special Use Permits. This will allow the applicant to remedy the issue and keep the applications live.

The Planning and Zoning Commission Continued the applications to the May 10, 2018 meeting to allow the applicants to remedy the odor issue at the location.

Prepared by: John Leybourne
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623
Medical Marijuana Facility Permit Application

New Permit Application or Transfer of License Fee: $1,000.00
On-site Associated Licenses: $500.00
New Associated facility on-site/off-site Associated facilities: $ 500.00
Renewal Application Fee w/All Onsite Facilities: $500.00
Associated Offsite Facilities Renewal: $250.00
Additional Employee/Change of Manager/Owner Fee: $100.00
Modification of Premises Fee: $100.00
Other Associated Fees: $250.00

Please choose ONE:
- Cultivation Premises
- Infused Product Manufacturing
- Modification of Premises
- Transfer
- Renewal Permit
- Other
- Additional Employee/Change of Manager/Owner
- Associated Facility (Same Applicant)

License Fee: $75.00
Educational Fee New/Renewal: $1,000.00

Applicant is applying as:
- Corporation
- Individual
- Limited Liability Company
- Other (Specify)
- Partnership (Includes Limited Liability and Husband/Wife Partnerships)

Applicant Name: Pheose McQuillen
Applicant’s Address: 15 Buggy Circle Unit 0
Applicant’s Home or Cell Phone:

List Previous Addresses for the Past Two Years

<table>
<thead>
<tr>
<th>Previous Address</th>
<th>Date</th>
<th>Previous Address</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Trade Name of Establishment (DBA): COURAGE ALTENATIVE
Address of Premises: 15 Buggy Circle Unit 0
Telephone: 970-963-4669
Business Phone: 970-963-4669

Town Sales Tax Number: N/A
Mailing Address: Same

If the applicant is a naturalized citizen, when did he or she become a Resident of the State of Colorado?

If applicant is a corporation, list name and address of any officer or director of the corporation, and all persons of the issued and outstanding capital stock of any member that has an interest therein. If the applicant is partnership, association or company, list the name and address of any member that has an interest therein. If the applicant is a limited liability company, the name and address of the manager of the limited liability company and the name of all members of the LLC.
<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Weisser</td>
<td>Edwards, CO 81632</td>
</tr>
</tbody>
</table>

Is the applicant or associated partners (if a partnership); member or manager (if a limited liability company); officers, stockholders or directors (if a corporation); facility manager, or employees under the age of twenty-one?  
☐ Yes  ☑ No

Please provide the names and addresses of any employees or proposed employees of the medical marijuana facility. (Use an Additional Sheet of Paper if Needed.)

<table>
<thead>
<tr>
<th>Employee Name:</th>
<th>Employee Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Belzey McQuillen</td>
<td>Glenwood Springs, CO 81601</td>
</tr>
<tr>
<td>Brett Canels</td>
<td>Silt, CO 81652</td>
</tr>
</tbody>
</table>

Has the applicant or associated partners (if a partnership); member or manager (if a limited liability company); officers, stockholders or directors (if a corporation); facility manager, or employees ever:
- Been denied a medical marijuana license of any kind? If so, explain:
  NO
- Had a license suspended or revoked? If so, explain:
  NO
- Been charged with any crime (felony, misdemeanor, petty offense, or traffic offense which carries 8 points or more within the last ten years. If so, describe the charge and disposition of the case:
  NO

Is the establishment within 1,000 ft. of a school?  
☐ Yes  ☑ No

**Required Attachments**

- ☑ Lease which shall be valid for the duration of the term of the license or proof of ownership.
- ☑ Area map drawn to scale depicting a 1,000 foot radius from the boundary of the facility property to the boundary of all school properties.
- ☑ Description of the products and services to be made, sold, or grown by the facility.
- ☑ Floor plan drawn to scale showing layout of the medical marijuana facility.
- ☑ Copy of license(s) granted by any jurisdiction permitting the growth or sale of plants cultivated at the facility.
- ☑ Letter from jurisdiction establishing permission for cultivation facility to operate that specific zone district.
- ☑ Document outlining expected number of marijuana plants to be grown on site.
- ☑ Description of the ventilation system, lighting system, storage system, and system for the control of marijuana odors for the premises.
- ☑ Completed registration form and fingerprint card for all applicants or associated partners (if a partnership); members or managers (if a limited liability company); officers, stockholders or directors (if a corporation); facility managers, and employees.
- ☑ Additional information including:

  ATTACHED ADDITIONAL EMPLOYEE NAMES/ADDRESSES
OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Town of Carbondale Ordinance No. 3 Series of 2011, which affects my license.

Applicant Signature: [Signature]  Date: 03-06-18  Title: Owner

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

THE TOWN CLERK HERBY AFFIRMS THAT EACH PERSON REQUIRED HAS:

☐ Been fingerprinted: ☑ Yes ☐ No
☐ Been subject to a background investigation: ☑ Yes ☐ No
☐ That the local authority as conducted, or intends to conduct, an inspection of the proposed premises to ensure that the application is in compliance with and aware of the Town of Carbondale's Medical Marijuana Licensing provisions: ☑ Yes ☐ No

THIS APPLICATION HAS BEEN: ☐ Approved ☐ Denied

Authorized Signature: [Signature]  Title:  Date:

Planning and Zoning: REVIEW AND COMMENTS:

RECOMMENDATION:

☑ Approved ☐ Denied

Conditions Suggested:

Requires Special Use Permit to Be Approved by Building Department

Building Department: REVIEW AND COMMENTS:

☐ Approved ☐ Denied

Conditions Suggested:

Physical Changes to the Existing Floor Plan or Mechanical System is to be Permitted Then the Building Department

Town of Carbondale Police Department: REVIEW AND COMMENTS:

☐ Approved ☐ Denied

Conditions Suggested:

Town Manager: REVIEW AND COMMENTS:

☑ Approved ☐ Denied

Conditions Suggested:

Page 3 of 3
LEASE EXTENSION

This Lease Extension made and entered into this 4th day of January, 2016 by and between 615 BUGGY CIRCLE, LLC, as Landlord, and CMED, LLC as Tenant

WHEREAS, Landlord and Tenant entered into a Lease dated November 1, 2013; and

WHEREAS, the parties wish to extend the term of said Lease.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The term of said Lease is hereby extended for a period of five years commencing December 1, 2016 and terminating on November 30, 2021.

2. Rent shall at the rate of $6,700.00 for the first year, with annual 4% increases each year thereafter.

3. Tenant is hereby granted one five year extension of said Lease.

4. All other terms and conditions of the original Lease are hereby re-ratified and reconfirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above mentioned.

LANDLORD
615 BUGGY CIRCLE, LLC

BY
Michael H. Weiss
Managing Member

TENANT
CMED, LLC

BY
Michael H. Weiss
Managing Member
Description of products and services to be made, sold, or grown by the facility:

- We will be growing 8-9 different strain varieties including but subject to change:
  - Critical Plus
  - Juicy Fruit
  - Grape Stomper
  - Golden Goat
  - Monica's Miracle
  - Green Crack
  - Papaya
  - Gorilla Glue
  - Jet Fuel
STATE OF COLORADO
DEPARTMENT OF REVENUE

Marijuana
Enforcement Division

Medical Marijuana
Conditional License

CMED, LLC
ROCKY MOUNTAIN HIGH
615 Buggy Circle, Unit D, Carbondale, CO 81623
Optional Premises - 403-00848
License Issue Date: 06/28/2017
License Valid Through: 06/28/2018

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.
This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.
This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

James Burack, Division Director

Michael Hartman, Executive Director
From: Cathy Derby [mailto:coderby@carbondaleco.net]
Sent: Thursday, January 25, 2018 9:38 AM
To: Ashley Bell <abell@weissercompanies.com>
Cc: Jay Harrington <jharrington@carbondaleco.net>
Subject: RE: Rocky Mountain High interested in purchasing OPC's in Carbondale

Ashley,

I am in receipt of a letter written by Michael Weisser to Town Manager Jay Harrington explaining RMH’s intent for the 2 propose medical marijuana cultivation licenses. We believe that RMH is able to apply for licenses under the Town’s Municipal Code. You may find the application on the Town website: carbondalegov.org - under forms.

Please contact me if you have any questions.

Best regards,

Cathy Derby

Town Clerk

Town of Carbondale
Expected number of Marijuana plants:

50-150 but dependent of medical marijuana patient count, no more than 300 plants.
**Model: SQ-120-A**
Direct Drive Centrifugal Inline Fan

### Dimensional

| Quantity | 1 |
| Weight w/o Acc's (lb) | 69 |
| Weight w/ Acc's (lb) | 71 |
| Max T Motor Frame Size | 56 |

### Performance

| Requested Volume (CFM) | 950 |
| Actual Volume (CFM) | 950 |
| External SP (in. wg) | 1 |
| Total SP (in. wg) | 1 |
| Fan RPM | 1599 |
| Operating Power (hp) | 0.29 |
| Elevation (ft) | 5,883 |
| Airstream Temp.(F) | 70 |
| Air Density (lb/ft³) | 0.085 |
| Tip Speed (ft/min) | 5,494 |
| Static Eff. (%) | 51 |

### Motor

| Motor Mounted | Yes |
| Size (hp) | 1/2 |
| Voltage/Cycle/Phase | 115/60/1 |
| Enclosure | CDP |
| Motor RPM | 1725 |
| Windings | 1 |
| NEC FLA* (Amps) | 9.8 |

### Sound Power by Octave Band

<table>
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<tr>
<th>Sound Data</th>
<th>62.5</th>
<th>125</th>
<th>250</th>
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<td>49</td>
<td>67</td>
<td>55</td>
<td>7.8</td>
</tr>
</tbody>
</table>

**Notes:**

All dimensions shown are in units of in.

*NEC FLA - based on tables 430.248 or 430.250 of National Electrical Code 2014. Actual motor FLA may vary.*

*For sizing thermal overload, consult factory.

LwA - A weighted sound power level, based on ANSI S1.4 dBA - A weighted sound pressure level, based on 11.5 dBA attenuation per Octave band at 5 ft. - dBA levels are not licensed by AMCA International.

Sones - calculated using AMCA 301 at 5 ft.
AMCA Licensed for Sound and Air Performance Without Appurtenances (Accessories). Power rating (BHP/kW) does not include transmission losses.

Greenheck Fan Corporation certifies that the model shown herein is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and AMCA Publication 311 and comply with the requirements of the AMCA Certified Ratings Program. Performance certified is for installation type B: Free inlet, Ducted outlet. Power rating (BHP/kW) does not include transmission losses. Performance ratings do not include the effects of appurtenances (accessories). The inlet sound ratings shown are loudness values in fan sones at 5 ft. (1.5 m) in a hemispherical free field calculated per AMCA Standard 301. Values shown are for installation type B: free inlet hemispherical sone levels. dBA levels are not licensed by AMCA International. The AMCA Certified Ratings Seal applies to inlet sone ratings only. Radiated (casing) sound data is the sound generated through the fan housing when the fan is ducted on both the inlet and outlet.

The AMCA licensed air and/or sound performance data has been modified for installation, appurtenances or accessories, etc. not included in the certified data. The modified performance is not AMCA licensed but is provided to aid in selection and applications of the product.
Model: SQ-120-A

Direct Drive Centrifugal Inline Fan

Standard Construction Features:
- Galvanized steel housing - Backward inclined aluminum wheel - Two bolted access panels - Integral duct connection flanges - Ball bearing motors (sizes 100-160 and all var-green motors), sleeve bearing motors (sizes 60-95) - Corrosion resistant fasteners

Selected Options & Accessories:
PSC Motor
Switch, NEMA-1, Toggle, Shipped with Unit
Junction Box Mounted & Wired
Solid State Speed Control, 10 Amp, Shipped Loose
Unit Warranty: 1 Yr (Standard)
Employee's Name and Address for Medical Marijuana Facility:

Hamza Fadli  
1028 Wheel Drive  
Carbondale, Co 81623

Oscar Nevarez  
98 Garfield Ave. #12  
Carbondale, Co 81623

Jay Cuffee  
3210 County Road 114  
Glenwood Springs, Co 81601
<table>
<thead>
<tr>
<th>Parcel</th>
<th>Physical Address</th>
<th>Owner</th>
<th>Account Num</th>
<th>Mailing Address</th>
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<tr>
<td>239333100021</td>
<td>522 133 HWY CARBONDALE</td>
<td>BURKETT, DONNA M</td>
<td>R341128</td>
<td>1170 COUNTY ROAD 113 CARBONDALE, CO 81623</td>
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<tr>
<td>239333100027</td>
<td>1200 VILLAGE RD CARBONDALE</td>
<td>CARBONDALE MEDICAL INVESTORS, LLC</td>
<td>R341208</td>
<td>3001 KEITH STREET CLEVELAND, TN 37312</td>
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<tr>
<td>239333100036</td>
<td>RAILROAD ROW CARBONDALE</td>
<td>ROARING FORK TRANSPORTATION AUTHORITY</td>
<td>R090233</td>
<td>530 E MAIN STREET ASPEN, CO 81611</td>
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<td>239333101001</td>
<td>714 BUGGY CIR CARBONDALE</td>
<td>OROSZ, MYRNA M FAMILY TRUST</td>
<td>R341003</td>
<td>0384 ROSE LANE CARBONDALE, CO 81623</td>
</tr>
<tr>
<td>239333101040</td>
<td>670 BUGGY CIR CARBONDALE</td>
<td>DORAIS, WILLIAM J</td>
<td>R341089</td>
<td>PO BOX 391 CARBONDALE, CO 81623-0391</td>
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<tr>
<td>239333101041</td>
<td>700 BUGGY CIR CARBONDALE</td>
<td>HURD, WILLIAM &amp; NANCY LAJOY</td>
<td>R341090</td>
<td>PO BOX 790221 PAIA, HI 96779</td>
</tr>
<tr>
<td>239333101052</td>
<td>655 BUGGY CIR CARBONDALE</td>
<td>WESTERN SLOPE LAND AND HOLDINGS LLC</td>
<td>R341101</td>
<td>1101 VILLAGE ROAD, UNIT #LL2A CARBONDALE, CO 81623</td>
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<tr>
<td>239333101056</td>
<td>615 BUGGY CIR CARBONDALE</td>
<td>STUDIO FOR ARTS + WORKS 2 LLLP</td>
<td>R341105</td>
<td>20155 NE 38 COURT, SUITE 201 MIAMI, FL 33180</td>
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<td>Not available CARBONDALE</td>
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<td>PO BOX 781 CARBONDALE, CO 81623</td>
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<td>PO BOX 781 CARBONDALE, CO 81623</td>
</tr>
<tr>
<td>239333101075</td>
<td>618 BUGGY CIR CARBONDALE</td>
<td>STACEY, KIM TRUST DTD 6/5/2011&amp; HOFFMAN, JOHN N</td>
<td>R341211</td>
<td>553 GARFIELD AVENUE CARBONDALE, CO 81623</td>
</tr>
<tr>
<td>239333101078</td>
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ROW Not available null
BUSINESS LEASE

This Lease, dated the 1st day of November, 2013, is between 615 BUGGY CIRCLE, LLC, and CMED, LLC, Tenant.

In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein, the Landlord does hereby lease to the Tenant the following described premises known as 615 Buggy Circle, Unit D, Carbondale, CO 81623.

Said premises, with all the appurtenances, are leased to the Tenant from the date of November 1, 2013 until the date of November 30, 2016 at and for a rental of $6,530.00 per month, due on the first day of each calendar month during the term of this Lease, payable at 20155 NE 38 Court, Suite 201, Aventura, Florida, 33180, without notice.

THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREE AS FOLLOWS:

1. The Tenant shall pay the rent for the premises above-described.
2. The Tenant shall, at the expiration of this Lease, surrender the premises in as good a condition as when the Tenant originally entered the premises under its prior lease, ordinary wear and tear excepted. The Tenant shall keep all sidewalks on and around the premises free and clear and ice and snow; keep the entire exterior premises free from all litter, dirt, debris and obstructions; and keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate.
3. Landlord represents that the premises consist of approximately 3,000 square feet.
4. Tenant shall have the right at any time and from time to time during the term of this Lease to make changes and alterations in the premises provided that such changes are not structural in nature. Any change or alteration shall be made in good workmanlike manner and shall not create a zoning or building code violation. Tenant shall promptly pay for all changes and alterations and shall in no circumstance allow a lien to be placed upon the premises.
5. The Tenant shall not sublet any part of the premises, nor assign the Lease, or any interest therein, without the written consent of the Landlord, which consent shall not be unreasonably withheld.
6. The Tenant shall use the premises as a State licensed center for the growing and sale of medical marijuana and/or recreational marijuana and shall not use the premises for any purposes prohibited by the laws of the State of Colorado, or of the ordinances of the city or town in which said premises are located, and may use the premises for any other purpose permitted by the City of Carbondale and/or the State of Colorado, and shall neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
7. The Tenant shall neither hold, nor attempt to hold, the Landlord, its agents, contractors and employees, liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon or about the premises including, but not limited to, defective wiring, the breaking or stopping of the plumbing or sewage upon the premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts or omissions of the Landlord. Notwithstanding any duty the Landlord may have hereunder to repair or maintain the premises, in the event that the improvements upon the premises are damaged by the negligent, reckless or intentional act or omission of the Tenant or any employees, agents, invitees, licensees or contractors, the Tenant shall bear the full cost of such repair or replacement. The Tenant shall hold Landlord, Landlord’s agents and their respective successors and assigns, harmless and indemnified from all injury, loss, claims or
damage to any person or property while on the demised premises or any other part of Landlord’s property, or arising in any way out of Tenant’s business, which is occasioned by an act or omission of tenant, its employees, agents, invitees, licensees or contractors. The Landlord is not responsible for any damage or destruction to the Tenant’s personal property.

8. The Tenant shall allow the Landlord to enter upon the premises at any reasonable hour with a 24 hour advance notice and only in the company of the Tenant.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

9. The Tenant shall be responsible for paying the following: Electric, Gas, Phone and Janitorial Services. The Landlord agrees to keep all the improvements upon the premises, including but not limited to, structural components, interior and exterior walls, floor, ceiling, roofs, sewer connections, plumbing, wiring and glass in good maintenance and repair at their expense. In the event the Landlord is responsible for repair of the premises, the Tenant shall be obliged to notify the Landlord of any condition upon the premises requiring repair and the Landlord shall be provided a reasonable time to accomplish said repair.

10. No assent, express or implied, to any breach or default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or default.

11. If, after the expiration of this Lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenant shall be required as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month’s rent paid under this Lease and subject to all the terms and conditions of this Lease.

12. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this Lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease.

13. If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this Lease, and the default remains uncorrected for a period of ten (10) days after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord’s option, undertake any of the following remedies without limitation: (a) pursue breach of contract remedies; and/or (b) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord’s duty to mitigate such damages, pursuant to applicable law (13-40-104(d.5)(e.5) and 13-40-107.5 C.R.S.) which is incorporated by this reference.

14. If the property or the premises shall be destroyed in whole or in part by fire, the elements or other casualty and if, in the opinion of the Landlord, they cannot be repaired within forty-five (45) days from said injury and the Landlord informs the Tenant of said decision; or if the premises are damaged in any degree and the Landlord informs the Tenant it does not desire to repair same and desires to terminate this Lease; then this Lease shall terminate forty-five (45) days after the date of such injury. In the event of such termination, the Tenant shall surrender the possession of the premises and all rights therein to the Landlord, and Tenant shall not be liable for rent accruing subsequent to said event. The Landlord shall have the right to immediately enter and take possession of the premises and shall not be liable for any loss.
damage or injury to the property or person of the Tenant or occupancy of, in or upon the 
premises. If the Landlord repairs the premises within forty-five (45) days, this Lease shall 
continue in full force and effect and the Tenant shall not be required to pay rent for any 
portion of said forty-five (45) days during which the premises are wholly unfit for occupancy.

15. In the event any dispute arises concerning the terms of this Lease or the non-payment of 
any sums under this Lease, and the matter is turned over to an attorney, the party prevailing in 
such dispute shall be entitled, in addition to other damages or costs, to receive reasonable 
attorney’s fees from the other party.

16. In the event of a condemnation or other taking by any governmental agency, all proceeds 
shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.

17. This Lease is made with the express understanding and agreement that in the event the 
Tenant becomes insolvent, the Landlord may declare this Lease ended, and all rights of the 
Tenant hereunder shall terminate and cease.

18. Landlord covenants and agrees that Tenant upon paying the basic gross rent and utility 
charges herein provided for and so long as Tenant is observing and keeping the covenants, 
agreements and conditions of this lease on its part, Tenant shall lawfully and quietly hold, 
occupy and enjoy the demised premises during the term of this Lease without hindrance or 
 molestation or termination by anyone claiming by, through or under Landlord.

19. Notwithstanding anything to the contrary, Tenant shall have a right to assign this Lease to 
a parent company or wholly owned subsidiary.

20. All notices shall be in writing and be personally delivered or sent by certified mail, return 
receipt requested or overnight delivery unless otherwise provided by law, to the respective 
parties, and shall be deemed received when delivered.

If to Landlord at: 615 Buggy Circle, LLC
                    20155 NE 38 Court, Suite 201
                    Aventura, FL 33180

If to Tenant at: CMED, LLC
                    615 Buggy Circle
                    Carbondale, CO 81623

21. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of 
this Lease shall not be affected thereby and shall be valid and enforceable to the full extent 
permitted by law.

22. This Lease shall only be modified by amendment signed by both parties.

23. This Lease shall be binding on the parties, their personal representatives, successors and 
assigns.

24. When used herein, the singular shall include the plural.

25. Tenant is granted an option to extend the Lease for an additional five year term with a 
rental increase of 3% from the prior year. Tenant shall exercise its option by giving Landlord 
notice at least sixty (60) days before the lease expires.

26. In the event Tenant is required by a Federal, State or local municipality to close its 
business at the premises, the Lease shall terminate as of the date specified in said notice.

27. The parties acknowledge that this Lease was executed with respect to a property located 
in the City of Carbondale, County of Garfield, State of Colorado, and the parties hereby 
 designate Garfield County for purposes of venue.

28. Each party has had an opportunity to seek its own independent counsel and acknowledges 
that they understand all of the terms and conditions contained herein and that they believe 
that said Lease is fair and equitable and there shall be no negative inference drawn against the
preparer of the Lease.

LANDLORD:
915 BUGGY CIRCLE, LLC
M. H. WEISSER

TENANT:
CMED, LLC
BY
M. H. WEISSER – Managing Member
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623
Medical Marijuana Facility Permit Application

New Permit Application or Transfer of License Fee: $1,000.00
On-site Associated Licenses: $500.00
New Associated facility on-site/off-site Associated facilities: $500.00
Renewal Application Fee w/All Onsite Facilities: $500.00
Associated Offsite Facilities Renewal: $250.00
Additional Employee/Change of Manager/Owner Fee: $100.00
Modification of Premises Fee: $100.00
Other Associated Fees: $250.00

License Fee: $75.00
Educational Fee New/Renewal: $1,000.00

Please choose ONE:
- Cultivation Premises
- Transfer
- Additional Employee/Change of Manager/Owner
- Infused Product Manufacturing
- Renewal Permit
- Modification of Premises
- Other
- Associated Facility (Same Applicant)

Applicant is applying as a:
- Corporation
- Individual
- Limited Liability Company
- Other (Specify)
- Partnership (Includes Limited Liability and Husband/Wife Partnerships)

Applicant Name: KELSEY MCQUILLEN
Social Security Number:
DOB:

Applicant's Address: GLENWOOD SPRINGS, CO 81601
Applicant's Home or Cell Phone: 970-626-4474

Previous Addresses for the Past Two Years:
Previous Address: N/A
Date: 
Previous Address: N/A
Date: 

Trade Name of Establishment (DBA): DBA ROCKY MOUNTAIN HIGH
Business Phone: 970-943-4669

Address of Premises: 115 BUGGY CIRCLE UNIT D
CARBONDALE, CO 81623

Mailing Address: SAME

If the applicant is a naturalized citizen, when did he or she become a Resident of the State of Colorado?

If applicant is a corporation, list name and address of any officer or director of the corporation, and all persons of the issued and outstanding capital stock of any member that has an interest therein. If the applicant is partnership, association or company, list the name and address of any member that has an interest therein. If the applicant is a limited liability company, the name and address of the manager of the limited liability company and the name of all members of the LLC.
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<th>Name:</th>
<th>Address:</th>
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</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Address:</td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
</tr>
</tbody>
</table>

**Name of Manager or Proposed Manager:**

**Address of Manager or Proposed Manager:**

Michael Weisser

210 Alcazar Dr. Edwards, CO 81117

- **Is the applicant or associated partners (if a partnership); member or manager (if a limited liability company); officers, stockholders or directors (if a corporation); facility manager, or employees under the age of twenty-one?**

  - [ ] Yes
  - [X] No

Please provide the names and addresses of any employees or proposed employees of the medical marijuana facility. (Use an Additional Sheet of Paper if Needed.)

**Employee Name:**

**Employee Address:**

Kelsey McQuillen

Glenwood Springs, CO 81601

Brett Daniels

Silt, CO 81652

- **Has the applicant or associated partners (if a partnership); member or manager (if a limited liability company); officers, stockholders or directors (if a corporation); facility manager, or employees ever:**

  - Been denied a medical marijuana license of any kind? If so, explain:

    **NO**

  - Had a license suspended or revoked? If so, explain:

    **NO**

  - Been charged with any crime (felony, misdemeanor, petty offense, or traffic offense which carries 8 points or more within the last ten years. If so, describe the charge and disposition of the case:

    **NO**

- **Is the establishment within 1,000 ft. of a school?**

  - [ ] Yes
  - [X] No

**Required Attachments**

- [ ] Filing Fee

- [ ] Lease which shall be valid for the duration of the term of the license or proof of ownership.

- [ ] Area map drawn to scale depicting a 1,000 foot radius from the boundary of the facility property to the boundary of all school properties.

- [ ] Description of the products and services to be made, sold, or grown by the facility.

- [ ] Floor plan drawn to scale showing layout of the medical marijuana facility.

- [ ] Copy of license(s) granted by any Jurisdiction permitting the growth or sale of plants cultivated at the facility.

- [ ] Letter from Jurisdiction establishing permission for cultivation facility to operate that specific zone district.

- [ ] Document outlining expected number of marijuana plants to be grown on site.

- [ ] Description of the ventilation system, lighting system, storage system, and system for the control of marijuana odors for the premises.

- [ ] Completed registration form and fingerprint card for all applicants or associated partners (if a partnership); members or managers (if a limited liability company); officers, stockholders or directors (if a corporation); facility managers, and employees.

- [ ] Additional information including:

  ATTACHED ADDITIONAL EMPLOYEE NAME/ADDRESS

Page 2 of 3
OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employee to comply with the provisions of the Town of Carbondale Ordinance No. 3 Series of 2011, which affects my license.

Applicant Signature: [signature]
Date: 03-06-18
Title: Owner

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

THE TOWN CLERK HERBY AFFIRMS THAT EACH PERSON REQUIRED HAS:

☐ Been fingerprinted: ☐ Yes ☐ No
☐ Been subject to a background investigation: ☐ Yes ☐ No
☐ That the local authority as conducted, or intends to conduct, an inspection of the proposed premises to ensure that the application is in compliance with and aware of the Town of Carbondale's Medical Marijuana Licensing provisions:
☐ Yes ☐ No

THIS APPLICATION HAS BEEN: ☐ Approved ☐ Denied

Authorized Signature: [signature]
Title: [title]
Date: [date]

Planning and Zoning: REVIEW AND COMMENTS:
[signature]

RECOMMENDATION:
Conditions Suggested: Requires Special Use Permit To be approved by P-Z.

Approved ☐ Denied ☐

Building Department: REVIEW AND COMMENTS:
[signature]
Date: 3-15-18

RECOMMENDATION:
Conditions Suggested:Physical changes to the existing food plan or mechanical system is to be permitted through the Building Department

☑ Approved ☐ Denied

Town of Carbondale Police Department: REVIEW AND COMMENTS:
[signature]

RECOMMENDATION:
Conditions Suggested:

☑ Approved ☐ Denied

Town Manager: REVIEW AND COMMENTS:
[signature]
Date: 2/15/18

RECOMMENDATION:
Conditions Suggested:

☑ Approved ☐ Denied

Page 3 of 3
BUSINESS LEASE

This Lease, dated the 1st day of November, 2013, is between 615 BUGGY CIRCLE, LLC, and CMED, LLC, Tenant.

In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein, the Landlord does hereby lease to the Tenant the following described premises known as 615 Buggy Circle, Unit D, Carbondale, CO 81623.

Said premises, with all the appurtenances, are leased to the Tenant from the date of November 1, 2013 until the date of November 30, 2016 at and for a rental of $6,530.00 per month, due on the first day of each calendar month during the term of this Lease, payable at 20155 NE 38 Court, Suite 201, Aventura, Florida, 33180, without notice.

THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREE AS FOLLOWS:

1. The Tenant shall pay the rent for the premises above-described.
2. The Tenant shall, at the expiration of this Lease, surrender the premises in as good a condition as when the Tenant originally entered the premises under its prior lease, ordinary wear and tear excepted. The Tenant shall keep all sidewalks on and around the premises free and clear and ice and snow; keep the entire exterior premises free from all litter, dirt, debris and obstructions; and keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate.
3. Landlord represents that the premises consist of approximately 3,000 square feet.
4. Tenant shall have the right at any time and from time to time during the term of this Lease to make changes and alterations in the premises provided that such changes are not structural in nature. Any change or alteration shall be made in good workmanlike manner and shall not create a zoning or building code violation. Tenant shall promptly pay for all changes and alterations and shall in no circumstance allow a lien to be placed upon the premises.
5. The Tenant shall not sublet any part of the premises, nor assign the Lease, or any interest therein, without the written consent of the Landlord, which consent shall not be unreasonably withheld.
6. The Tenant shall use the premises as a State licensed center for the growing and sale of medical marijuana and/or recreational marijuana and shall not use the premises for any purposes prohibited by the laws of the State of Colorado, or of the ordinances of the city or town in which said premises are located, and may use the premises for any other purpose permitted by the City of Carbondale and/or the State of Colorado, and shall neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
7. The Tenant shall neither hold, nor attempt to hold, the Landlord, its agents, contractors and employees, liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon or about the premises including, but not limited to, defective wiring, the breaking or stopping of the plumbing or sewage upon the premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts or omissions of the Landlord. Notwithstanding any duty the Landlord may have hereunder to repair or maintain the premises, in the event that the improvements upon the premises are damaged by the negligent, reckless or intentional act or omission of the Tenant or any employees, agents, invitees, licensees or contractors, the Tenant shall bear the full cost of such repair or replacement. The Tenant shall hold Landlord, Landlord's agents and their respective successors and assigns, harmless and indemnified from all injury, loss, claims or
damage to any person or property while on the demised premises or any other part of Landlord's property, or arising in any way out of Tenant's business, which is occasioned by an act or omission of tenant, its employees, agents, invitees, licensees or contractors. The Landlord is not responsible for any damage or destruction to the Tenant's personal property.

8. The Tenant shall allow the Landlord to enter upon the premises at any reasonable hour with a 24 hour advance notice and only in the company of the Tenant.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

9. The Tenant shall be responsible for paying the following: Electric, Gas, Phone and Janitorial Services. The Landlord agrees to keep all the improvements upon the premises, including but not limited to, structural components, interior and exterior walls, floor, ceiling, roofs, sewer connections, plumbing, wiring and glass in good maintenance and repair at their expense. In the event the Landlord is responsible for repair of the premises, the Tenant shall be obliged to notify the Landlord of any condition upon the premises requiring repair and the Landlord shall be provided a reasonable time to accomplish said repair.

10. No assent, express or implied, to any breach or default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or default.

11. If, after the expiration of this Lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenant shall be required as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this Lease and subject to all the terms and conditions of this Lease.

12. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this Lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease.

13. If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this Lease, and the default remains uncorrected for a period of ten (10) days after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) pursue breach of contract remedies; and/or (b) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages, pursuant to applicable law (13-40-104(d.5)(e5) and 13-40-107.5, C.R.S.) which is incorporated by this reference.

14. If the property or the premises shall be destroyed in whole or in part by fire, the elements or other casualty and if, in the opinion of the Landlord, they cannot be repaired within forty-five (45) days from said injury and the Landlord informs the Tenant of said decision; or if the premises are damaged in any degree and the Landlord informs the Tenant it does not desire to repair same and desires to terminate this Lease; then this Lease shall terminate forty-five (45) days after the date of such injury. In the event of such termination, the Tenant shall surrender the possession of the premises and all rights therein to the Landlord, and Tenant shall not be liable for rent accruing subsequent to said event. The Landlord shall have the right to immediately enter and take possession of the premises and shall not be liable for any loss.
damage or injury to the property or person of the Tenant or occupancy of, in or upon the premises. If the Landlord repairs the premises within forty-five (45) days, this Lease shall continue in full force and effect and the Tenant shall not be required to pay rent for any portion of said forty-five (45) days during which the premises are wholly unfit for occupancy.

15. In the event any dispute arises concerning the terms of this Lease or the non-payment of any sums under this Lease, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney’s fees from the other party.

16. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.

17. This Lease is made with the express understanding and agreement that in the event the Tenant become insolvent, the Landlord may declare this Lease ended, and all rights of the Tenant hereunder shall terminate and cease.

18. Landlord covenants and agrees that Tenant upon paying the basic gross rent and utility charges herein provided for and so long as Tenant is observing and keeping the covenants, agreements and conditions of this lease on its part, Tenant shall lawfully and quietly hold, occupy and enjoy the demised premises during the term of this Lease without hindrance or molestation or termination by anyone claiming by, through or under Landlord.

19. Notwithstanding anything to the contrary, Tenant shall have a right to assign this Lease to a parent company or wholly owned subsidiary.

20. All notices shall be in writing and be personally delivered or sent by certified mail, return receipt requested or overnight delivery unless otherwise provided by law, to the respective parties, and shall be deemed received when delivered.

If to Landlord at: 615 Buggy Circle, LLC
20155 NE 38 Court, Suite 201
Aventura, FL 33180

If to Tenant at: CMED, LLC
615 Buggy Circle
Carbondale, CO 81623

21. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.

22. This Lease shall only be modified by amendment signed by both parties.

23. This Lease shall be binding on the parties, their personal representatives, successors and assigns.

24. When used herein, the singular shall include the plural.

25. Tenant is granted an option to extend the Lease for an additional five year term with a rental increase of 3% from the prior year. Tenant shall exercise its option by giving Landlord notice at least sixty (60) days before the lease expires.

26. In the event Tenant is required by a Federal, State or local municipality to close its business at the premises, the Lease shall terminate as of the date specified in said notice.

27. The parties acknowledge that this Lease was executed with respect to a property located in the City of Carbondale, County of Garfield, State of Colorado, and the parties hereby designate Garfield County for purposes of venue.

28. Each party has had an opportunity to seek its own independent counsel and acknowledges that they understand all of the terms and conditions contained herein and that they believe that said Lease is fair and equitable and there shall be no negative inference drawn against the
preparer of the Lease.

LANDLORD:
615 BUGGY CIRCLE, LLC

MICHAEL H. WEISSER

TENANT:
CMED, LLC

BY
MICHAEL H. WEISSER, Managing Member
LEASE EXTENSION

This Lease Extension made and entered into this 4th day of January, 2016 by and between 615 BUGGY CIRCLE, LLC, as Landlord, and CMED, LLC as Tenant

WHEREAS, Landlord and Tenant entered into a Lease dated November 1, 2013; and

WHEREAS, the parties wish to extend the term of said Lease.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The term of said Lease is hereby extended for a period of five years commencing December 1, 2016 and terminating on November 30, 2021.

2. Rent shall at the rate of $6,700.00 for the first year, with annual 4% increases each year thereafter.

3. Tenant is hereby granted one five year extension of said Lease.

4. All other terms and conditions of the original Lease are hereby re-ratified and reconfirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above mentioned.

LANDLORD
615 BUGGY CIRCLE, LLC
BY
Michael H. Weisser
Managing Member

TENANT
CMED, LLC
BY
Michael H. Weisser
Managing Member
Description of products and services to be made, sold, or grown by the facility:

- We will be growing 8-9 different strain varieties including but subject to change:
  - Critical Plus
  - Juicy Fruit
  - Grape Stomper
  - Golden Goat
  - Monica’s Miracle
  - Green Crack
  - Papaya
  - Gorilla Glue
  - Jet Fuel
615 BUGGY CIRCLE, CARBONDALE, CO 81623

1ST FLOOR

615 BUGGY CIRCLE, CARBONDALE, CO 81623

2ND FLOOR
STATE OF COLORADO
DEPARTMENT OF REVENUE

Marijuana
Enforcement Division

Medical Marijuana
Conditional License

CMED, LLC
ROCKY MOUNTAIN HIGH
615 Buggy Circle, Unit D, Carbondale, CO 81623
Optional Premises - 403-00848
License Issue Date: 06/28/2017
License Valid Through: 06/28/2018

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.
This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.
This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

James Burack, Division Director

Michael Hartman, Executive Director
From: Cathy Derby [mailto:cderby@carbondaleco.net]
Sent: Thursday, January 25, 2018 9:38 AM
To: Ashley Bell <abell@weissercompanies.com>
Cc: Jay Harrington <jharrington@carbondaleco.net>
Subject: RE: Rocky Mountain High interested in purchasing OPC's In Carbondale

Ashley,

I am in receipt of a letter written by Michael Weisser to Town Manager Jay Harrington explaining RMH’s intent for the 2 propose medical marijuana cultivation licenses. We believe that RMH is able to apply for licenses under the Town’s Municipal Code. You may find the application on the Town website: carbondalegov.org- under forms.

Please contact me if you have any questions.

Best regards,

Cathy Derby

Town Clerk

Town of Carbondale
Expected number of Marijuana plants:

50-150 but dependent of medical marijuana patient count, no more than 300 plants.
Model: SQ-120-A
Direct Drive Centrifugal Inline Fan

### Dimensional
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</tr>
<tr>
<td>Weight w/ Acc's (lb)</td>
<td>71</td>
</tr>
<tr>
<td>Max T Motor Frame Size</td>
<td>50</td>
</tr>
</tbody>
</table>

### Performance
| Requested Volume (CFM) | 950 |
| Actual Volume (CFM)   | 950 |
| External SP (in. wg)  | 1  |
| Total SP (in. wg)     | 1  |
| Fan RPM               | 1599 |
| Operating Power (hp)  | 0.29 |
| Elevation (ft)        | 5,883 |
| Airstream Temp (F)    | 70 |
| Air Density (lb/ft³)  | 0.060 |
| Tip Speed (ft/min)    | 5,494 |
| Static Eff. (%)       | 51 |

### Motor
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<td>Voltage/Cycle/Phase</td>
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<td>ODP</td>
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<td>Motor RPM</td>
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<td>NEC FLA* (Amps)</td>
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### Sound Power by Octave Band

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<th>LwA</th>
<th>dBA</th>
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<tr>
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<td>65</td>
<td>60</td>
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<td>51</td>
<td>49</td>
<td>67</td>
<td>55</td>
<td>7.6</td>
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### Notes:
- All dimensions shown are in units of in.
- *NEC FLA*: based on tables 430.248 or 430.250 of National Electrical Code 2014. Actual motor FLA may vary, for sizing thermal overload, consult factory.
- LwA: A weighted sound power level, based on ANSI S1.4 dB(A): A weighted sound pressure level, based on 11.5 dB attenuation per Octave band at 5 ft. dB(A) levels are not licensed by AMCA International.
- Sones: calculated using AMCA 301 at 5 ft.

CAPS 4 21.1661
Model: SQ-120-A
Direct Drive Centrifugal Inline Fan

Standard Construction Features:
- Galvanized steel housing - Backward inclined aluminum wheel - Two bolted access panels - Integral duct connection flanges - Ball bearing motors (sizes 100-150 and all var-green motors), sleeve bearing motors (sizes 80-95) - Corrosion resistant fasteners

Selected Options & Accessories:
PSC Motor
Switch, NEMA-1, Toggle, Shipped with Unit
Junction Box Mounted & Wired
Solid State Speed Control, 10 Amp, Shipped Loose
Unit Warranty: 1 Yr (Standard)
AMCA Licensed for Sound and Air Performance Without Appurtenances (Accessories). Power rating (BHP/kW) does not include transmission losses.

Greenheck Fan Corporation certifies that the model shown herein is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and AMCA Publication 311 and comply with the requirements of the AMCA Certified Ratings Program. Performance certified is for installation type B: Free inlet, Ducted outlet. Power rating (BHP/kW) does not include transmission losses. Performance ratings do not include the effects of appurtenances (accessories). The inlet sound ratings shown are loudness values in fan sones at 5 ft. (1.5 m) in a hemispherical free field calculated per AMCA Standard 301. Values shown are for installation type B: free inlet hemispherical sone levels. dBA levels are not licensed by AMCA International. The AMCA Certified Ratings Seal applies to inlet sone ratings only. Radiated (casing) sound data is the sound generated through the fan housing when the fan is ducted on both the inlet and outlet.

The AMCA licensed air and/or sound performance data has been modified for installation, appurtenances or accessories, etc. not included in the certified data. The modified performance is not AMCA licensed but is provided to aid in selection and applications of the product.
Employee’s Name and Address for Medical Marijuana Facility:

Hamza Fadli
1028 Wheel Drive
Carbondale, Co 81623

Oscar Nevarez
98 Garfield Ave. #12
Carbondale, Co 81623

Jay Cuffee
3210 County Road 114
Glenwood Springs, Co 81601
Public Hearing Notice

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Board of Trustees for the purpose of considering two Medical Marijuana Cultivation Facility Permit Applications. The property is located at 615 Buggy Circle Unit D, Carbondale, CO 81623. The applicant and owner is P & C Express, LLC/Durango Alternative, LLC.

Said Public Hearing will be held at the Carbondale Town Hall, 511 Colorado Avenue, Carbondale, CO at 6:00 p.m. before the Carbondale Board of Trustees on April 24, 2018.

Copies of the proposed application are on file in the Clerks Office, Carbondale Town Hall, 511 Colorado Avenue, Carbondale, CO, and may be examined by interested person during regular business hours, 9:00 a.m. through 5:00 p.m., Monday through Friday.

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before Planning and Zoning Commission for the purpose of considering a special use permit for two Medical Marijuana Cultivation Facility Permit Applications. The property is located at 615 Buggy Circle Unit D, Carbondale, CO 81623. The applicant and owner is P & C Express, LLC/Durango Alternative, LLC.

Said Public Hearing will be held at the Carbondale Town Hall, 511 Colorado Avenue, Carbondale, CO at 7.00 p.m. before the Planning & Zoning Commission on April 12, 2018.

Copies of the proposed application are on file in the Clerks Office, Carbondale Town Hall, 511 Colorado Avenue, Carbondale, CO, and may be examined by interested person during regular business hours, 9:00 a.m. through 5:00 p.m., Monday through Friday.
Board of Trustees Agenda Memorandum

Item No:
Meeting Date: 4/24/2018

TITLE: 1st Quarter Financial Report

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Memo, Revenue and Expenditure Comparison to Budget, Sales Tax Spreadsheet, Cash Balances, Waste Management Fees

BACKGROUND: The attached information presents a financial picture following the close of the 1st quarter of 2018.

DISCUSSION: The attached memo provides a summary review of the current revenue and expenditure status of the General Fund.

FISCAL ANALYSIS: The Revenues Expenditures Summary shows all funds with comparison to the 2018 Budget. The Sales Tax review reflects tax revenues for the 1st quarter at 7.9% above 2017. The 2018 budget for sales tax revenue reflected a 2% increase over 2017. The sales tax revenue - 1st Qtr. chart categories are Utilities/Telecommunication, Finance/Leasing, Seasonal/Special Events, Sporting Goods, Retail Sales, Lodging/Accommodations, Automotive, Liquor & Marijuana, Restaurants/Bars, Retail Food, Construction/Building.

RECOMMENDATION: Please contact me if you would like additional information.

Prepared By: S. Renae Gustine

_______________________________
JH
Town Manager
MEMORANDUM

TO:        Mayor Richardson and the Carbondale Board of Trustees
FROM:  S. Renae Gustine, Finance Director
DATE:  April 24, 2018
RE:  1st Quarter Financial Report

Attached please find financial reports for the quarter ending March 31, 2018. Included is a statement with revenues and expenditures for 2017 and 2018 with 2018 compared to the budget, cash balances spreadsheet and an update on retail sales tax collections and waste reduction fees collected.

DISCUSSION: The first quarter report in many cases represent only two months for some revenues and expenditures. For example, if an expenditure was invoiced in 2017 and the item was received, the payment in 2018 is to the accounts payable as the item was expensed in 2017. Additionally, if December collections are received in 2018 (grants receivable, cigarette tax, highway users tax, franchise fees, etc.), those funds are reversed and accrued back to 2017. Review of the financial report will be on the General Fund with Comparison to Budget.

GENERAL FUND REVENUE:
Taxes: This includes property, franchise and specific ownership and excise taxes. Property taxes are above last year by $17,500. The 17.4% increase reflects actual valuation changes and new construction from last year. Specific Ownership taxes are up slightly. The Excise Tax is down by 8.8% from last year. Overall for the 1st quarter, taxes are up $14,785 over 2017, or 10.1%.

Transfers in from the Sales and Use Tax Fund are up 8% from 2017 or $81,300 above last year. We will continue watching to see if the trend continues.

Permits and Licenses: Includes liquor, sales, contractor, and marijuana licenses. Also includes building permit fees. Liquor licenses are up by $1,265.00 and building permits are up $2,119 from 2017. Contractor Licensing is up $1,005. Overall Permits & Licenses are up $7,724 from 2017 and are at 33.8% of the annual budget.

Intergovernmental: Revenues from Trident reimbursement, Garfield County sales tax, Highway Users Tax, Road and Bridge, and grants are reflected in this category. Mineral Leasing & Severance payments are usually received in September reflecting the lower percentage compared to budget. Garfield County sales tax is slightly above last year. The highway user's tax is flat compared to last year. The increase in revenues is due to grants.
Charges and Fees: This category includes plan check fees, zoning fees, recreation fees and police service fees. Plan check fees, zoning, variance sub division fees are up for the 1st quarter as are cemetery fees.

Fines and Forfeitures: Court Fines are 16.5% down for the 1st quarter compared to last year.

Other: Donations, Refund of Expenditures, Interest, Developer Reimbursements and Other are included in this category. Reimbursement payments, which are usually insurance claims to pay for damages, are up. Interest income is up almost 70% from 2017. Bookings for the RV Park are also up for the 1st quarter.

Overall the General Fund Revenue is $125,512 above revenues in 2017 and overall running at 24.9% of the 2018 budget.

GENERAL FUND EXPENDITURES:

25% of the budget year has elapsed. A few Departments that show over the 25% reflect expenses that are due at the beginning of the year. The percentage of the total budget will adjust in the future quarters.

Municipal Elections: Costs that are for the April election.

Administrative Services: Reflects full payment for Municipal Insurance.

Data Processing Dept: Computer equipment/software was purchased for the year.


Economic Dev. Council: Payment of annual amount to Chamber.

Environmental Health Dept: The energy membership was paid for the year.

Community Affairs Dept.: Payment of community requests.
### Revenues

#### 1st Qtr 2017 1st Qtr 2018 YTD 2017 YTD 2018 Budget 2018 % Budget 2018

**GENERAL FUND**

**REVENUES:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2018</th>
<th>2017</th>
<th>2018</th>
<th>2018</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TAXES</strong></td>
<td>146,096</td>
<td>160,883</td>
<td>146,096</td>
<td>160,883</td>
<td>628,069</td>
<td>25.6%</td>
</tr>
<tr>
<td><strong>PERMITS &amp; LICENSES</strong></td>
<td>46,597</td>
<td>54,321</td>
<td>46,597</td>
<td>54,321</td>
<td>160,700</td>
<td>33.8%</td>
</tr>
<tr>
<td><strong>INTERGOVERNMENTAL</strong></td>
<td>64,864</td>
<td>78,034</td>
<td>64,864</td>
<td>78,034</td>
<td>683,080</td>
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</tr>
<tr>
<td><strong>CHARGES &amp; FEES</strong></td>
<td>45,496</td>
<td>40,319</td>
<td>45,496</td>
<td>40,319</td>
<td>167,250</td>
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<tr>
<td><strong>FINES &amp; FORFEITURES</strong></td>
<td>20,256</td>
<td>16,965</td>
<td>20,256</td>
<td>16,965</td>
<td>60,000</td>
<td>28.3%</td>
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<tr>
<td><strong>OTHER</strong></td>
<td>57,269</td>
<td>74,268</td>
<td>57,269</td>
<td>74,268</td>
<td>215,500</td>
<td>34.5%</td>
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<tr>
<td><strong>TRANSFERS IN</strong></td>
<td>1,100,800</td>
<td>1,182,100</td>
<td>1,100,800</td>
<td>1,182,100</td>
<td>4,524,644</td>
<td>26.1%</td>
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<tr>
<td><strong>APPROPRIATIONS AND SUNDRIES</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>10,000</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>TOTAL FUND REVENUES</strong></td>
<td>1,481,378</td>
<td>1,606,890</td>
<td>1,481,378</td>
<td>1,606,890</td>
<td>6,449,243</td>
<td>24.9%</td>
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**GENERAL FUND EXPENDITURES:**

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<tr>
<th>Description</th>
<th>2017</th>
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<th>2017</th>
<th>2018</th>
<th>2018</th>
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<td><strong>ATTORNEY DEPT</strong></td>
<td>19,734</td>
<td>21,985</td>
<td>19,734</td>
<td>21,985</td>
<td>150,000</td>
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<td><strong>MUNICIPAL ELECTIONS DEPT</strong></td>
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<td>6,305</td>
<td>135</td>
<td>6,305</td>
<td>16,000</td>
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<tr>
<td><strong>BOARD OF TRUSTEES DEPT</strong></td>
<td>24,153</td>
<td>31,158</td>
<td>24,153</td>
<td>31,158</td>
<td>126,290</td>
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<td><strong>MUNICIPAL COURT DEPT</strong></td>
<td>9,876</td>
<td>9,901</td>
<td>9,876</td>
<td>9,901</td>
<td>40,057</td>
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<td><strong>TOWN MANAGER DEPT</strong></td>
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<td>91,198</td>
<td>86,219</td>
<td>91,198</td>
<td>387,811</td>
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<td><strong>ADMINISTRATIVE SERVICES DEPT</strong></td>
<td>219,252</td>
<td>244,812</td>
<td>219,252</td>
<td>244,812</td>
<td>376,800</td>
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<td><strong>FINANCE DEPT</strong></td>
<td>72,147</td>
<td>87,241</td>
<td>82,736</td>
<td>87,241</td>
<td>402,142</td>
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<td><strong>SALES TAX ADMINISTRATION</strong></td>
<td>8,348</td>
<td>8,034</td>
<td>9,712</td>
<td>8,034</td>
<td>36,527</td>
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<td><strong>COMMUNITY DEVELOPMENT DEPT</strong></td>
<td>75,747</td>
<td>63,893</td>
<td>73,495</td>
<td>63,893</td>
<td>315,132</td>
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<td><strong>DATA PROCESSING DEPT</strong></td>
<td>18,467</td>
<td>33,281</td>
<td>10,990</td>
<td>33,281</td>
<td>89,790</td>
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<td><strong>BUILDING OPERATIONS DEPT</strong></td>
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<td>31,178</td>
<td>14,947</td>
<td>31,178</td>
<td>90,440</td>
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<tr>
<td><strong>GENERAL FUND MOTOR POOL DEPT</strong></td>
<td>52,960</td>
<td>40,787</td>
<td>46,420</td>
<td>40,787</td>
<td>240,103</td>
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<td><strong>POLICE DEPT</strong></td>
<td>349,211</td>
<td>412,228</td>
<td>425,835</td>
<td>412,228</td>
<td>1,714,538</td>
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<td><strong>COMMUNICATIONS DEPT</strong></td>
<td>13,127</td>
<td>13,426</td>
<td>8,180</td>
<td>13,426</td>
<td>83,000</td>
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<td><strong>BUILDING INSPECTION DEPT</strong></td>
<td>39,975</td>
<td>41,011</td>
<td>44,669</td>
<td>41,011</td>
<td>189,373</td>
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<td><strong>ORDINANCE CONTROL DEPT</strong></td>
<td>19,212</td>
<td>16,680</td>
<td>21,258</td>
<td>16,680</td>
<td>99,543</td>
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<tr>
<td><strong>STREETS DEPT</strong></td>
<td>153,525</td>
<td>154,621</td>
<td>154,402</td>
<td>154,621</td>
<td>795,490</td>
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<td><strong>PUBLIC WORKS ADMIN DEPT</strong></td>
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<td>43,582</td>
<td>49,049</td>
<td>43,582</td>
<td>208,283</td>
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<td><strong>RECREATION DEPT</strong></td>
<td>79,745</td>
<td>88,092</td>
<td>101,776</td>
<td>88,092</td>
<td>402,488</td>
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<tr>
<td><strong>PARKS &amp; CEMETERY DEPT</strong></td>
<td>55,737</td>
<td>75,581</td>
<td>76,905</td>
<td>75,581</td>
<td>458,647</td>
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<td><strong>RV PARK</strong></td>
<td>2,087</td>
<td>3,075</td>
<td>5,267</td>
<td>3,075</td>
<td>45,012</td>
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<tr>
<td><strong>BOAT RAMP</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>AFFORDABLE/ATTAINABLE HOUSING</strong></td>
<td>7,000</td>
<td>7,500</td>
<td>7,000</td>
<td>7,500</td>
<td>60,000</td>
</tr>
<tr>
<td><strong>ECONOMIC DEV COUNCIL</strong></td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
<td>22,000</td>
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<tr>
<td><strong>ENVIRONMENTAL HEALTH DEPT</strong></td>
<td>4,932</td>
<td>29,515</td>
<td>4,360</td>
<td>29,515</td>
<td>51,000</td>
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<tr>
<td><strong>COMMUNITY AFFAIRS DEPT</strong></td>
<td>62,000</td>
<td>62,000</td>
<td>59,205</td>
<td>62,000</td>
<td>70,500</td>
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<tr>
<td><strong>CONTINGENCY RESERVE DEPT</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>500,000</td>
</tr>
<tr>
<td><strong>TOTAL FUND EXPENDITURES</strong></td>
<td>1,476,226</td>
<td>1,637,082</td>
<td>1,575,574</td>
<td>1,637,082</td>
<td>6,975,966</td>
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</table>

**NET REVENUE (LOSS)**

<table>
<thead>
<tr>
<th>Value</th>
<th>2017</th>
<th>2018</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5,152</strong></td>
<td>(30,192)</td>
<td>(94,196)</td>
<td>(30,192)</td>
<td>(526,723)</td>
</tr>
</tbody>
</table>
### Town of Carbondale

**Revenues Expenditures Summary with Comparison to Budget**

**For 9 months ending 9.30.2017**

<table>
<thead>
<tr>
<th></th>
<th>1st Qtr 2017</th>
<th>1st Qtr 2018</th>
<th>YTD 2017</th>
<th>YTD 2018</th>
<th>Budget 2018</th>
<th>% Budget 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONSERVATION TRUST FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>INTERGOVERNMENTAL</td>
<td>15,336</td>
<td>15,107</td>
<td>15,336</td>
<td>15,107</td>
<td>65,000</td>
<td>23.2%</td>
</tr>
<tr>
<td>OTHER</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>25</td>
<td>14.9%</td>
</tr>
<tr>
<td>TOTAL FUND REVENUE</td>
<td>15,340</td>
<td>15,111</td>
<td>15,340</td>
<td>15,111</td>
<td>65,025</td>
<td>23.2%</td>
</tr>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONSERVATION TRUST</td>
<td>11,355</td>
<td>11,858</td>
<td>11,355</td>
<td>11,858</td>
<td>76,539</td>
<td>15.5%</td>
</tr>
<tr>
<td>TOTAL FUND EXPENDITURES</td>
<td>11,355</td>
<td>11,858</td>
<td>11,355</td>
<td>11,858</td>
<td>76,539</td>
<td>15.5%</td>
</tr>
<tr>
<td><strong>NET REVENUE (LOSS)</strong></td>
<td>3,985</td>
<td>3,253</td>
<td>3,985</td>
<td>3,253</td>
<td>(11,514)</td>
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<tr>
<td><strong>VICTIMS ASSISTANCE FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>REVENUES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FINES &amp; FORFEITURES</td>
<td>5,025</td>
<td>3,581</td>
<td>5,025</td>
<td>3,581</td>
<td>15,000</td>
<td>23.9%</td>
</tr>
<tr>
<td>TOTAL FUND REVENUE</td>
<td>5,025</td>
<td>3,581</td>
<td>5,025</td>
<td>3,581</td>
<td>15,000</td>
<td>23.9%</td>
</tr>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>VICTIMS ASSISTANCE</td>
<td>7,340</td>
<td>7,484</td>
<td>7,340</td>
<td>7,484</td>
<td>15,000</td>
<td>49.9%</td>
</tr>
<tr>
<td>TOTAL FUND EXPENDITURES</td>
<td>7,340</td>
<td>7,484</td>
<td>7,340</td>
<td>7,484</td>
<td>15,000</td>
<td>49.9%</td>
</tr>
<tr>
<td><strong>NET REVENUE (LOSS)</strong></td>
<td>(2,316)</td>
<td>(3,903)</td>
<td>(2,316)</td>
<td>(3,903)</td>
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<tr>
<td><strong>LODGING TAX FUND</strong></td>
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</tr>
<tr>
<td>REVENUES:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>TAXES</td>
<td>14,927</td>
<td>17,572</td>
<td>14,927</td>
<td>17,572</td>
<td>100,000</td>
<td>17.6%</td>
</tr>
<tr>
<td>TOTAL FUND REVENUE</td>
<td>14,927</td>
<td>17,572</td>
<td>14,927</td>
<td>17,572</td>
<td>100,000</td>
<td>17.6%</td>
</tr>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>CHAMBER OF COMMERCE</td>
<td>16,705</td>
<td>19,054</td>
<td>63,778</td>
<td>16,705</td>
<td>100,000</td>
<td>16.7%</td>
</tr>
<tr>
<td>TOTAL FUND EXPENDITURES</td>
<td>16,705</td>
<td>19,054</td>
<td>63,778</td>
<td>16,705</td>
<td>100,000</td>
<td>16.7%</td>
</tr>
<tr>
<td><strong>NET REVENUE (LOSS)</strong></td>
<td>(1,777)</td>
<td>(1,482)</td>
<td>(48,851)</td>
<td>867</td>
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<tr>
<td><strong>DISPOSABLE BAG FEE FUND</strong></td>
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</tr>
<tr>
<td>REVENUES:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DISPOSABLE BAG FEE</td>
<td>2,769</td>
<td>3,231</td>
<td>2,769</td>
<td>3,231</td>
<td>19,000</td>
<td>17.0%</td>
</tr>
<tr>
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<td>2,769</td>
<td>3,231</td>
<td>2,769</td>
<td>3,231</td>
<td>19,000</td>
<td>17.0%</td>
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<tr>
<td><strong>EXPENDITURES:</strong></td>
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<td></td>
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</tr>
<tr>
<td>EXPENDITURES</td>
<td>4,815</td>
<td>4,500</td>
<td>4,815</td>
<td>4,500</td>
<td>20,000</td>
<td>22.5%</td>
</tr>
<tr>
<td>TOTAL FUND EXPENDITURES</td>
<td>4,815</td>
<td>4,500</td>
<td>4,815</td>
<td>4,500</td>
<td>20,000</td>
<td>22.5%</td>
</tr>
<tr>
<td><strong>NET REVENUE (LOSS)</strong></td>
<td>(2,046)</td>
<td>(1,269)</td>
<td>(2,046)</td>
<td>(1,269)</td>
<td>(1,000)</td>
<td></td>
</tr>
</tbody>
</table>
Town of Carbondale
Revenues Expenditures Summary with Comparison to Budget
For 9 months ending 9.30.2017

<table>
<thead>
<tr>
<th></th>
<th>1st Qtr 2017</th>
<th>1st Qtr 2018</th>
<th>YTD 2017</th>
<th>YTD 2018</th>
<th>Budget 2018</th>
<th>% Budget 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1% FOR THE ARTS</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>REVENUES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td>100</td>
<td>5,238</td>
<td>100</td>
<td>5,238</td>
<td>2,000</td>
<td>261.9%</td>
</tr>
<tr>
<td></td>
<td>100</td>
<td>5,238</td>
<td>100</td>
<td>5,238</td>
<td>2,000</td>
<td>261.9%</td>
</tr>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1% FOR THE ART</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>-</td>
<td>3,929</td>
<td>-</td>
<td>3,929</td>
<td>5,000</td>
<td>78.6%</td>
</tr>
<tr>
<td></td>
<td>-</td>
<td>3,929</td>
<td>-</td>
<td>3,929</td>
<td>5,000</td>
<td>78.6%</td>
</tr>
<tr>
<td><strong>NET REVENUE (LOSS)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>100</td>
<td>1,310</td>
<td>100</td>
<td>1,310</td>
<td>(3,000)</td>
<td></td>
</tr>
</tbody>
</table>

**ENERGY EFFICIENT BUILDING CODE**

REVENUES: OTHER

|                         |             |             |          |          |             |                |
|                         | -           | -           | -        | -        | -           | 0.0%           |

**EXPENDITURES:**

|                         | -           | -           | -        | -        | -           | 3,000          |

**NET REVENUE (LOSS)**

|                         | -           | -           | -        | -        | -           | (3,000)        |

**WASTEWATER FUND**

REVENUES:

|                         | 331,116     | 367,603     | 331,116  | 367,603  | 1,423,400   | 25.8%          |
| INTERGOVERNMENTAL       | -           | -           | -        | -        | 200,000     |                |
| CHARGES & FEES          | 5,323       | 3,515       | 5,323    | 3,515    | 16,200      | 21.7%          |
| OTHER                   | 336,439     | 371,117     | 336,439  | 371,117  | 1,639,600   | 22.6%          |

**EXPENDITURES:**

|                         | 242,726     | 278,023     | 242,726  | 278,023  | 1,042,810   | 26.7%          |
| WASTEWATER DEPARTMENT   | -           | -           | -        | -        | 1,406,545   | 0.0%           |
| CAPITAL Constr/Outlay DEPT | -           | -           | -        | -        | 60,000      | 0.0%           |
| TOTAL EXPENDITURES      | 242,726     | 278,023     | 242,726  | 278,023  | 2,509,355   | 11.1%          |
| NET REVENUE (LOSS)     | 93,713      | 93,094      | 93,713   | 93,094   | (869,755)   |                |
## Town of Carbondale

### Revenues Expenditures Summary with Comparison to Budget
For 9 months ending 9.30.2017

<table>
<thead>
<tr>
<th></th>
<th>1st Qtr 2017</th>
<th>1st Qtr 2018</th>
<th>YTD 2017</th>
<th>YTD 2018</th>
<th>Budget 2018</th>
<th>% Budget 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WATER FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STATE GRANT</td>
<td>3,669</td>
<td>-</td>
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<tr>
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<td>286,550</td>
<td>346,455</td>
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<td>6,466</td>
<td>6,758</td>
<td>6,466</td>
<td>9,100</td>
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<td>352,921</td>
<td>296,977</td>
<td>352,921</td>
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<tr>
<td>WATER DEPARTMENT</td>
<td>253,536</td>
<td>240,912</td>
<td>253,536</td>
<td>240,912</td>
<td>1,182,116</td>
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<td>147,598</td>
<td>87,108</td>
<td>147,598</td>
<td>87,108</td>
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<td>-</td>
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<tr>
<td>DEBT SERVICE DEPT</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
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<td>328,020</td>
<td>412,861</td>
<td>328,020</td>
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<tr>
<td><strong>NET REVENUE (LOSS)</strong></td>
<td>(115,884)</td>
<td>24,901</td>
<td>(115,884)</td>
<td>24,901</td>
<td>(470,489)</td>
<td></td>
</tr>
</tbody>
</table>

### CARBONDALE HOUSING FUND

|                      |              |              |          |          |             |               |
| REVENUES:            |              |              |          |          |             |               |
| RETA                 | -            | 4,890        | -        | 4,890    | -           | 0.0%          |
| OTHER                | 13,355       | 13,530       | 13,355   | 13,530   | 84,120      | 16.1%         |
| FEES                 | -            | -            | -        | -        | -           | 0.0%          |
| **TOTAL REVENUES**   | 13,355       | 18,420       | 13,355   | 18,420   | 84,120      | 21.9%         |
| **EXPENDITURES:**    |              |              |          |          |             |               |
| EXPENDITURES         | 773          | 32,814       | 773      | 32,814   | 85,500      | 38.4%         |
| **TOTAL EXPENDITURES** | 773          | 32,814       | 773      | 32,814   | 85,500      | 38.4%         |
| **NET REVENUE (LOSS)** | 12,582       | (14,394)     | 12,582   | (14,394) | (1,380)     |               |

### DEVELOPER DEDICATION FEE FUND

|                      |              |              |          |          |             |               |
| REVENUES:            |              |              |          |          |             |               |
| CHARGES & FEES       | 11,891       | 162          | 11,891   | 162      | 25,000      | 0.6%          |
| OTHER                | 20           | 19           | 20       | 19       | 100         | 19.0%         |
| **TOTAL REVENUES**   | 11,911       | 181          | 11,911   | 181      | 25,100      | 0.7%          |
| **EXPENDITURES:**    |              |              |          |          |             |               |
| EXPENDITURES         | -            | 50,000       | -        | 50,000   | -           | 0.0%          |
| **TOTAL EXPENDITURES** | -            | 50,000       | -        | 50,000   | -           | 0.0%          |
| **NET REVENUE (LOSS)** | 11,911       | (49,819)     | 11,911   | (49,819) | 25,100      |               |

For Administration Use Only
75% of the Fiscal Year Elapsed
09.30.2017 5
Town of Carbondale
Revenues Expenditures Summary with Comparison to Budget
For 9 months ending 9.30.2017

<table>
<thead>
<tr>
<th></th>
<th>1st Qtr 2017</th>
<th>1st Qtr 2018</th>
<th>YTD 2017</th>
<th>YTD 2018</th>
<th>Budget 2018</th>
<th>% Budget 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STREETSCAPE FUND</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>REVENUES:</td>
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<tr>
<td>TAXES</td>
<td>74,323</td>
<td>87,151</td>
<td>74,323</td>
<td>87,151</td>
<td>218,977</td>
<td>39.8%</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>74,323</td>
<td>87,151</td>
<td>74,323</td>
<td>87,151</td>
<td>218,977</td>
<td>39.8%</td>
</tr>
<tr>
<td>EXPENDITURES:</td>
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</tr>
<tr>
<td>STREETSCAPE IMPROVEMENTS</td>
<td>11,367</td>
<td>1,688</td>
<td>11,367</td>
<td>1,688</td>
<td>129,500</td>
<td>1.3%</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>11,367</td>
<td>1,688</td>
<td>11,367</td>
<td>1,688</td>
<td>129,500</td>
<td>1.3%</td>
</tr>
<tr>
<td>NET REVENUES (LOSS)</td>
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<td>85,463</td>
<td>62,956</td>
<td>85,463</td>
<td>89,477</td>
<td></td>
</tr>
</tbody>
</table>

| **CAPITAL CONSTRUCTION FUND** | | | | | | |
| REVENUES:                  | | | | | | |
| INTERGOVERNMENTAL          | -             | -             | -        | -        | -            | 0.0%          |
| OTHER                      | 25            | 23            | 25       | 23       | 500,120      | 0.0%          |
| TOTAL REVENUES             | 25            | 23            | 25       | 23       | 500,120      | 0.0%          |
| EXPENDITURES:              | | | | | | |
| CAPITAL CONSTRUCTION DEPT  | 71,794        | 5,000         | 71,794   | 5,000    | 608,500      | 0.8%          |
| TOTAL EXPENDITURES         | 71,794        | 5,000         | 71,794   | 5,000    | 608,500      | 0.8%          |
| NET REVENUES (LOSS)        | (71,769)      | (4,977)       | (71,769) | (4,977)  | (108,380)    |               |

| **REC SALES & USE TAX FUND** | | | | | | |
| REVENUES:                  | | | | | | |
| TAXES                      | 96,289        | 106,489       | 96,289   | 106,489  | 651,113      | 16.4%         |
| INTERGOVERNMENTAL          | -             | -             | -        | -        | 205,000      | 0.0%          |
| CHARGES & FEES             | 93,760        | 110,335       | 93,760   | 110,335  | 332,500      | 33.2%         |
| OTHER                      | 20,764        | 27,807        | 20,764   | 27,807   | 44,800       | 62.1%         |
| TOTAL REVENUES             | 210,812       | 244,631       | 210,812  | 244,631  | 1,233,413    | 19.8%         |
| EXPENDITURES:              | | | | | | |
| RECREATION CENTER          | 111,006       | 118,653       | 111,006  | 118,653  | 494,997      | 24.0%         |
| MUNICIPAL POOL DEPT        | 5,027         | 23,015        | 5,027    | 23,015   | 159,122      | 14.5%         |
| RECREATIONS SALES & USE TAX | 90,243       | 78,224        | 90,243   | 78,224   | 519,872      | 15.0%         |
| TOTAL EXPENDITURES         | 206,275       | 219,892       | 206,275  | 219,892  | 1,173,991    | 18.7%         |
| NET REVENUES (LOSS)        | 4,537         | 24,739        | 4,537    | 24,739   | 59,422       |               |
Town of Carbondale  
Revenues Expenditures Summary with Comparison to Budget  
For 9 months ending 9.30.2017

<table>
<thead>
<tr>
<th></th>
<th>1st Qtr 2017</th>
<th>1st Qtr 2018</th>
<th>YTD 2017</th>
<th>YTD 2018</th>
<th>Budget 2018</th>
<th>% Budget 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COMMUNITY ENHANCEMENT FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMUNITY ENHANCEMENT</td>
<td>6,516</td>
<td>7,058</td>
<td>6,516</td>
<td>7,058</td>
<td>6,500</td>
<td>108.6%</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>6,516</td>
<td>7,058</td>
<td>6,516</td>
<td>7,058</td>
<td>6,500</td>
<td>108.6%</td>
</tr>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>NET REVENUE (LOSS)</strong></td>
<td>6,516</td>
<td>7,058</td>
<td>6,516</td>
<td>7,058</td>
<td>6,500</td>
<td></td>
</tr>
</tbody>
</table>

| **SALES & USE TAX FUND** |
| REVENUES:                |              |              |          |          |             |               |
| TAXES                    | 582,199      | 643,906      | 582,199  | 643,906  | 4,118,244   | 15.6%         |
| OTHER                    | 2,695        | 2,719        | 2,695    | 2,719    | 6,500       | 41.8%         |
| TOTAL REVENUES           | 584,895      | 646,625      | 584,895  | 646,625  | 4,124,744   | 15.7%         |
| **EXPENDITURES:**        |              |              |          |          |             |               |
| DEBT SERVICE/TRANSFERS   | 1,000,497    | 1,081,857    | 1,000,497| 1,081,857| 4,124,744   | 26.2%         |
| TOTAL EXPENDITURES       | 1,000,497    | 1,081,857    | 1,000,497| 1,081,857| 4,124,744   | 26.2%         |
| **NET REVENUES (LOSS)**  | (415,602)    | (435,232)    | (415,602)| (435,232)| -           |               |

| **BOND FUND**            |
| REVENUES:                |              |              |          |          |             |               |
| OTHER                    | 54,400       | 54,400       | 54,400   | 54,400   | 217,600     | 25.0%         |
| TOTAL REVENUES           | 54,400       | 54,400       | 54,400   | 54,400   | 217,600     | 25.0%         |
| **EXPENDITURES:**        |              |              |          |          |             |               |
| DEBT SERVICE DEPT        | -            | -            | -        | -        | 212,160     | 0.0%          |
| TOTAL EXPENDITURES       | -            | -            | -        | -        | 212,160     | 0.0%          |
| **NET REVENUES (LOSS)**  | 54,400       | 54,400       | 54,400   | 54,400   | 5,440       |               |
# Cash Balances All Funds

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<th>3.31.18</th>
<th>ANB 01-1042</th>
<th>Alpine MM 01-1044</th>
<th>CSAFE 01-1042</th>
<th>Colotrust 01-1042</th>
<th>Wells Fargo 01-1042</th>
<th>Alpine Bank Checking</th>
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<td>General</td>
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<td>-744,338.71</td>
<td>256,390.32</td>
<td>2,287,699.58</td>
<td>954,166.60</td>
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<tr>
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<td>4,951,681.52</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>3,337,407.21</strong></td>
<td><strong>4,555,428.53</strong></td>
<td><strong>1,025,561.28</strong></td>
<td><strong>2,287,699.58</strong></td>
<td><strong>1,004,386.27</strong></td>
<td><strong>3,398,689.94</strong></td>
<td><strong>15,609,170.81</strong></td>
</tr>
</tbody>
</table>

| | 21.38% | 29.18% | 6.57% | 14.66% | 6.43% | 21.77% | 100.00% |
## Town of Carbondale

<table>
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<tr>
<th>1st Quarter</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Change</th>
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<tr>
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<td>120,667</td>
<td>117,939</td>
<td>114,209</td>
<td>109,305</td>
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<tr>
<td>Finance/Leasing</td>
<td>8,856</td>
<td>11,652</td>
<td>12,293</td>
<td>14,834</td>
<td>15,954</td>
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</tr>
<tr>
<td>Seasonal/Sp Events</td>
<td>115</td>
<td>724</td>
<td>1,325</td>
<td>213</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Sporting Goods</td>
<td>9,785</td>
<td>10,682</td>
<td>12,454</td>
<td>17,784</td>
<td>17,582</td>
<td>19,669</td>
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<td>141,091</td>
<td>142,355</td>
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<tr>
<td>Lodging/Accommod</td>
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<td>22,628</td>
<td>26,336</td>
<td>37,898</td>
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<td>49,713</td>
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</tr>
<tr>
<td>Automotive</td>
<td>22,328</td>
<td>24,172</td>
<td>21,359</td>
<td>22,673</td>
<td>24,233</td>
<td>22,313</td>
<td>-7.9%</td>
</tr>
<tr>
<td>Liquor &amp; Marijuana</td>
<td>50,929</td>
<td>80,653</td>
<td>76,584</td>
<td>89,983</td>
<td>106,131</td>
<td>126,936</td>
<td>19.6%</td>
</tr>
<tr>
<td>Restaurants/Bars</td>
<td>102,296</td>
<td>115,407</td>
<td>118,282</td>
<td>135,471</td>
<td>139,366</td>
<td>150,334</td>
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</tr>
<tr>
<td>Retail Food</td>
<td>244,264</td>
<td>259,434</td>
<td>272,179</td>
<td>282,051</td>
<td>286,772</td>
<td>313,520</td>
<td>9.3%</td>
</tr>
<tr>
<td>Construction/Build</td>
<td>70,680</td>
<td>69,615</td>
<td>95,871</td>
<td>90,945</td>
<td>79,189</td>
<td>71,099</td>
<td>-10.2%</td>
</tr>
</tbody>
</table>

**Total**

|       | 788,229 | 857,989 | 908,790 | 980,143 | 1,003,324 | 1,082,809 | 7.9%    |

### Sales Tax Revenue-1st Qtr.

- **Utilities/Telecom**: Orange bar showing revenue increase from 2013 to 2018.
- **Finance/Leasing**: Red bar showing revenue increase from 2013 to 2018.
- **Seasonal/Sp Events**: Green bar showing revenue increase from 2013 to 2018.
- **Sporting Goods**: Blue bar showing revenue increase from 2013 to 2018.
- **Retail Sales**: Yellow bar showing revenue increase from 2013 to 2018.
- **Lodging/Accommod**: Purple bar showing revenue increase from 2013 to 2018.
- **Automotive**: Pink bar showing revenue increase from 2013 to 2018.
- **Liquor & Marijuana**: Brown bar showing revenue increase from 2013 to 2018.
- **Restaurants/Bars**: Light blue bar showing revenue increase from 2013 to 2018.
- **Retail Food**: Dark blue bar showing revenue increase from 2013 to 2018.
- **Construction/Build**: Green bar showing revenue increase from 2013 to 2018.
TOWN OF CARBONDALE RETAIL SALES TAX REVIEW

Sales Tax

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>JAN.</td>
<td>341,574</td>
<td>367,636</td>
<td>411,031</td>
<td>451,933</td>
<td>442,286</td>
<td>466,732</td>
<td>5.5%</td>
<td>-2.1%</td>
</tr>
<tr>
<td>FEB.</td>
<td>234,799</td>
<td>249,179</td>
<td>256,325</td>
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TOWN OF CARBONDALE
PUBLIC WORKS
511 Colorado Avenue
Carbondale, CO 81623

Board of Trustees Agenda Memorandum

Item No: 10b

Meeting Date: April 24, 2018

TITLE: Public Works/Utilities First Quarter Report

SUBMITTING DEPARTMENT: Public Works

STREETS DEPARTMENT/ADMINISTRATION:

Annual Projects: Bids were received for the annual crack sealing and chip sealing projects. This year, we will not be fog sealing over the chip seal so the roads will look different that they have in previous years when the project is complete. The low bid for this year’s chip sealing project was approximately 18% less than last year, and the cost for this year's crack sealing is approximately 12% lower than last year.

Other Projects: Staff has been working on a design for a new sidewalk along the east and north sides of 3rd Street/Colorado Avenue from Main Street to 4th Street. An open house was held in February with a final open house likely in May. The project is expected to be completed this summer.

Plans for the Snowmass Drive sidewalk project have been completed and are currently being reviewed by Garfield County. As soon as that review is complete, the project will be bid and construction will occur this summer while school is not in session.

Annual Maintenance Work: Due to a very mild winter, crews only plowed twice. However, near freezing temperatures and frequent light moisture resulted in the need to sand numerous times. The frequent sanding led to the need to sweep the streets on a regular basis throughout the winter.

The mild winter afforded crews the opportunity to work on sign repairs and pothole repairs earlier than normal. They were also able to complete work on the Thompson House water line and gas line installations.

Development Work: Contractors began extending sewer and water lines to the Crystal River Marketplace Development. The sewer line was extended east from the sewer main that runs through the western portion of the CRMS property along County Road 106 and the water line is being extended from the
intersection of Crystal Road and West Main Street north and east to the western portion of the Crystal River Marketplace property.

Contractors also completed the new ditch piping associated with the Sopris Lodge project, ditch piping associated with the redevelopment at 190 Garfield, and ditch piping associated with additional parking along 7th Street just north of Main Street.

**Engineering Services:** Staff continued to work with Roaring Fork Engineering on the Snowmass Drive Trail and Red Hill Road alignment. In addition, RFE has assisted the Town with inspections on the sewer and water line installation related to the Crystal River Marketplace Development.

**Town Arborist:** The Town Arborist was busy maintaining the holiday lights on the downtown trees and performing winter pruning operations. He also assisted the streets crew with snow and ice control operations and banner maintenance when needed.

**Vegetation Management:** The Town Arborist has been working this spring on maintenance of several of the public planting areas around Town. He has also been working on landscape designs for the 3rd Street/Colorado Avenue sidewalk project and the area in front of Town Hall at the corner of Colorado Avenue and 4th Street.

**Boards and Commissions:** Public works staff continues to provide support for several of the town’s boards and commissions including the Bike, Pedestrian and Trails Commission, the Environmental Board, the Carbondale Public Arts Commission, the Tree Board and the Board of Trustees.

**WATER DEPARTMENT**

**Crystal Well:** The pre-filter cartridges at the treatment plant have been changed to pre-filters that will capture more of the sediment which had previously passed through to the compliance filters. The initial pre-filters filters were allowing passage of sediment to the compliance filters causing shortened filter runs. The compliance filters cannot be washed, but the pre-filters can be cleaned as necessary which protects the compliance filters from needing frequent replacement.

A small sampling pump has been installed in the pump basin for the analytical online monitoring. Staff has been able to run and monitor this plant on a regular basis through the telemetry system in an automatic mode successfully.

The well pump is scheduled to be pulled and inspected this spring for any required maintenance or repair.

**Roaring Fork:** The Roaring Fork Treatment Plant has remained fully functional with maintenance runs being performed. Training at the plant is scheduled to occur prior to the irrigation season. The program logic will be verified and tuned for continuous operation. A new air dryer system has been ordered for the air compressors which will be installed on the discharge
of the air compressors.

The Roaring fork wells are scheduled to be pulled and inspected this spring for any required maintenance or repair this spring.

Nettle Creek: The Nettle Creek siding project weathered the winter season well. With the new roof system, snow sliding off of the roof no longer accumulates against the side of the building which will improve the life of the siding and also improves snow removal operations around the facility.

The filter up-flow clarifier media has been installed. The repurposed grain auger conveyance system worked excellent in conveying the media into the basins. There was minimal clean up necessary using this system, this conveyor shaved several hours off the installation process. Nettle Creek is now fully operational.

The hydroelectric feasibility study is ongoing. Cost/benefit analysis on two options for the turbine is currently being performed. One option is a fixed speed turbine and the other a variable speed turbine which will capture the seasonal high flows.

A bank failure has occurred on the road to the plant adjacent to the East Mesa Ditch. We are assessing the damage and repair options with the Ditch Company and adjacent land owners.

Distribution system: a leak survey was performed in March identifying 2 leaks in the system. We anticipate repairs prior to the middle of May.

Water conservation, Watershed Protection: Discussion continues to occur with the water conservation. Cooperative efforts are being made amongst several organizations for improvements and efficiency measures. An RFP was advertised for the Crystal River Improvement plan along the River Front Park between the fish hatchery and Crystal Bridge Drive. Cooperation amongst several organizations continues with grants submitted through AVLT in concert with the Roaring Fork Conservancy, American Rivers, Colorado Parks and Wildlife, Public Counsel of the Rockies and the Town. Applications for grants have been submitted to the following: CWCB Watershed Restoration grant, Water Supply Reserve Fund grant, GOCO Planning grant, and Aspen Skiing Company’s Sustainability Environment Foundation grant. The approved 2018 budget has funds to attribute to matching funds where appropriate, we have projected that the 2019 budget will provide additional funding for this work.

Irrigation ditches: The ditches have been cleaned with a focus on control gate structure repairs and replacement this year. New piping and manholes for the Carbondale ditch has been installed through the Sopris Lodge property to the outfall by Delaney Park. Pipes were also installed along 7th Street next to 689 Main Street. The ditches were turned on April 16th.
A spot repair with bentonite and a Hypalon liner was made by RVR staff on the Bowels and Holland Ditch to stop seepage through a section of the ditch bank.

**WASTEWATER DEPARTMENT**

**Plant:** The waste water plant has been operating well. A new grit removal system at the headworks building has been ordered. There have been no significant conditions to report.

Work on the clarifier design will begin once the contract for the DOLA design grant has been approved and routed.

**Collection System:** A collection line repair was performed in the alley between behind 719 Lincoln in February. Roots were found to have grown between the outer clay line and the inner slip lining. The repair was completed within a day.

**OTHER**

**Gateway RV Park:** Materials for the water system storage improvements have arrived and are in the process of being installed with a building to enclose the tank and station. The well pump has been pulled and inspected with no repairs necessary at this time.

**Drought Concerns:** We continue to monitor the snowpack through the last of the winter months. The spring storms have produced some moisture, however, the outlook for drought conditions still persist with moderate to severe drought conditions. Information is available on the Utility Department page on the Town's website.

**GIS:** The GIS mapping continues to be updated. We have produced draft map books of the system for field use and comments by staff.

**Staffing:** The Department is fully staffed. Certification testing continues with all new staff members.

Prepared by: Kevin Schorzman and Mark O'Meara

______________________________
Town Manager
THOMPSON PARK – A new Major Site Plan Review, Conditional Use Permit, and Subdivision Conceptual Plan application was submitted to the Town on January 11, 2018. The application included a request to amend the Thompson Park Annexation and Development Agreement. The proposal is to construct 40 units on Parcels 2, 3 and 4 of the Thompson Park Subdivision property. This includes all of the development blocks. The application was considered by the Planning Commission on March 8, 2018 and April 12, 2018. This was to allow time for the applicant to address concerns expressed by the Commission. It is now scheduled for the April 26, 2018 meeting.

CITY MARKET – The plat and the associated documents were recorded on February 28, 2018. Some initial work has commenced in order to get utilities built under the ditch before the ditches were turned on. It is anticipated that a construction schedule will be developed in the next few weeks.

1st BANK SUBDIVISION, SITE PLAN REVIEW AND SPECIAL USE PERMIT – This was an approved application to subdivide a portion of Lot 5 of the Carbondale Marketplace property in order to construct a drive-through bank. Approval was contingent on the City Market project going forward. Since that project is now moving forward, Planning Staff is working with the applicant to record the Lot 5 plat and associated documents by May 28, 2018.

STEIN DEVELOPMENT – On November 14, 2017, the Board approved a Major Site Plan Review to allow a mixed-use development with commercial and residential components on the vacant parcel located at the northeast corner of Highway 133 and Main Street. This was to allow 18 residential units and 2,100 sq. ft. of commercial space. The property is approximately .76 acres (33,350 sq. ft.) and is zoned Mixed-Use. The development team is now preparing engineering for
the public improvements. Once the engineering plans are submitted to the Town for review, the Board would need to approve a Development Improvements Agreement prior to moving forward to building permit and construction.

**Main Street Marketplace Rezoning** – On October 10, 2017, the Board approved an application to rezone an approximately 6.4 acre parcel from the Planned Community Commercial (PCC) zone district to the Mixed-Use (MU) zone district. The property is the vacant land located at the northwest corner of Highway 133 and Main Street. It is generally located along West Main Street, behind the 7-11 store. The next step would be submittal of a Major Site Plan Review. The applicant, Crystal River Marketplace, LLC, is proposing a mixed-use development with commercial and residential components. The applicant is currently working on architectural drawings for the project.

**Sopris Lodge Assisted Living Community** - The Planning and Zoning Commission held a public hearing on November 16, 2017 and denied the application for Major Site Plan Review, Rezoning and Special Use Permit. The applicants were encouraged to resubmit the application with some changes to bring the development into compliance with the UDC. The application was resubmitted and was reviewed at the January 25, 2018 Planning Commission meeting. At that meeting, the Commission recommended approval of the major Site Plan Review, Rezoning, and Comprehensive Plan Amendment. The amendment is to change the designation reflected for these properties in the Future Land Use Plan from Developed Neighborhoods to Downtown North. In addition, the Commission approved the Special Use Permit application contingent upon Board approval of the application. The application was reviewed and approved by the Board at the February 27, 2018 meeting. An ordinance of approval and a Development Improvements Agreement will need to be brought back to the Board for approval. It should be noted that ditch work was done in advance of the ditches being turned on.

**Lot A, Crystal Village PUD** – The plat and associated documents for Lot A were recorded. A building permit was issued and work has commenced on the 7-unit development. This is the property behind Ace Hardware.

**Integrated Transportation System Plan (ITSP) – RFTA** – This is RFTA’s long-range planning process to determine what the transportation demand will look like in 20 years, define transportation options for the region and establish a financial plan to achieve the goals. A public workshop is scheduled for April 25, 2018 from 6:00 p.m. to 7:30 p.m. in Room 2 at Carbondale Town Hall.

**728 Euclid Avenue Appeal** – This appeal continues to be processed in District Court. The Town Attorney and Planning Staff are currently reviewing the Plaintiff’s Opening Brief in order to prepare a response.
Unified Development Code (UDC) Amendments – Staff has been working on the details related to the amendments and the Commission reviewed the mobile home park regulations and residential design standards at the January 11, 2018 meeting. Additionally, the Commission discussed modeling for some of the residential zone districts as it relates to pervious and impervious surface and minimum lot area per dwelling unit. Staff is working with Clarion on the modeling.

Big Sky Holdings PUD Amendment – The request to amend the Commercial Residential Wholesale zone district in in the Roaring Fork Village PUD was reviewed by the Planning Commission who recommended approval to the Board. The Board approved the application at the February 13, 2018 meeting.

Suizlizio Rezoning – The Planning and Zoning Commission recommended approval of a request to rezone a parcel of land near the intersection of 7th Street and the RFTA corridor from Transit to Residential/Medium Density. The Board approved the request at the February 13, 2018 meeting.

689 Main Street Rezoning – The Planning Commission held a public hearing on February 8, 2018 to consider an application to rezone 689 Main Street from PUD to the HCC zone district. The Commission recommended approval of the application. The applicant was directed to prepare additional information related to a request for fee waivers for the historic building. Once this is submitted, the application will be brought before the Board of Trustees.

Sopris Labs LLC. MIP - The Planning and Zoning Commission approved a Special Use Permit for the operation of a Marijuana Infused Products operation at the February 22, 2018 meeting.

Planning Commission and Board of Trustees Joint Work Session – A joint work session was held on March 20, 2018. At the meeting, the following items were discussed:

- Current Development Review Projects
- Amendments to the UDC
- PUD Policy
- Mapping Projects
- Child Care as a use in commercial and industrial zone districts and parking

Parking Amendment – Group Homes- The Planning Commission reviewed an amendment to the UDC for parking standards for group homes, including assisted living facilities. The Commission recommended approval of the amendment and the Board approved the amendment at the February 27, 2018 meeting.
415 N. 8th Street Administrative Review – Planning Staff reviewed and approved a site plan review for a three-unit development at 415 N 8th street.

167 Garfield Administrative Review – Planning Staff is reviewing an application for a triplex at 167 Garfield. This property is located just to the east of KDNK. This project would utilize shipping containers to provide very small units.

Lot 25, Gianinetti Plat Amendment – Staff reviewed a plat which would allow a lot line adjustment between two lots on 8th Street. This was approved and recorded.

Prepared By: John Leybourne and Janet Buck

JH

Town Manager
Title: Building Department First Quarter Update

Submittting Department: Building Department

Attachments: First Quarter Permits & Inspection Reports

Building Department

- In the first quarter, the Building Department issued 62 permit applications including: 13 Plumbing Permits, 15 Mechanical Permits, 2 Demolition Permit and 29 Building Permits. There were 3 new single family residences issued with two in review.

- 95 inspections were performed in the first quarter, including 21 final inspections. See the attached report for a detailed explanation.

- The Building Department continues to answer routine inquiries, hold pre-submittal meetings with architects, and perform consultations on site.

- John attended the Colorado Chapter of the International Code Council training seminar the first week of March. John attended classes on 2018 Building Codes, a class for Building Officials and Decks/Porches. John taught a class on Processes for Small Jurisdictions.

- The Building Department works closely with the Police Department to deal with code enforcement regularly.

Prepared By: John Plano
Building Official

JH
Town Manager
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<td>Shower Pan</td>
<td>John Plano</td>
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<td>03/19/2018</td>
<td>Footing</td>
<td>John Plano</td>
<td>898 133 Highway #101</td>
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<td>John Plano</td>
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Police Department Administrative Quarterly Report
January 1 to March 31, 2018

2018 First Quarter total number of Calls for Service was 2,478. (See attached Incident Analysis Report) The total number of cases was 159.

January Items:

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<td>Fraud Cases</td>
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<td>Warrant</td>
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<tr>
<td>Weapons Violation</td>
<td>1 Juvenile Summoned</td>
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</table>

January Cases of Interest:

On New Year’s Day, officers assisted CSP at Hwy 133 and Hwy 82 with the Vice President motorcade as they departed the area.

Officers conducted foot patrol downtown for First Friday. It was relatively quiet.

Carbondale Officers testified in the Cowen Center Armed Robbery trial. Jury deliberated four hours and Mr. Weeks was found guilty. His sentencing occurred the week of February 13th.

Carbondale Ordinance Officer Stock-Bell was named as our new School Resource Officer to replace Officer Zimmerman.

February Items:
Accident 4 Summoned / 8 Closed
Agency Assist Referred
Animal Abuse Under Investigation
Attempted Fraud Referred to FBI
Child Abuse Open
Child Neglect Referred to DHS
Criminal Impersonation 1 Jailed
Criminal Mischief 1 Closed
Disturbance 1 Closed
Domestic Violence 1 Jailed
Drugs (Marijuana) 2 Underage Summons
DUI 3 Jailed / 9 Summoned
DUID (Cocaine) 2 Jailed
Harassment 1 Summoned
Harassment (Juvenile) 1 Summoned
Hit and Run 1 Summoned
Road Rage 1 Closed / 1 Summoned
Thefts 6 Closed
Traffic Stop 3 Summoned
Warrants 4 Jailed
Warrant/ Drugs (Cocaine) 1 Jailed

February Cases of Interest

Officers went out on foot patrol downtown for February’s First Friday.

Executive Assistant Anna Ramirez and Officer Stock-Bell finished their BOST training and received certifications for Driving Tests. This allows them to conduct drivers tests for the community.

The PD conducted interviews Wednesday, February 21st, for the Ordinance Officer position.

Officer Zimmerman taught four classes of Middle School students about the 4th Amendment.

March Items:

Page 2 of 4
Accident: Closed / 1 Summoned / 3 Cited
Animal Complaint: 1 Closed
Criminal Mischief: 1 Closed
Disturbance: 1 Closed
Domestics: 2 Jailed / 2 warrant / Closed
DUI: 8 Summoned / 2 Jailed
Fraud: 2 Closed
Harassment: 1 Summoned
Theft: 2 Closed
Theft/Trespass: 1 Jailed
Traffic Stop: 1 Summoned
Warrant: 2 Summoned / 2 Jailed

March Cases of Interest:

Some PD staff and Chief Schilling attended the Career Expo at the Roaring Fork High School. The event went very well and had a huge turn out by the kids and professionals in many fields.

Officer Gretchen was promoted to Police Officer and started shadowing Officer Zimmerman.

Sgt. Wilhelm and Lt. Wurtsmith assisted with a town employee safety meeting. The material they discussed was about harassment in the workplace.

SROs Gretchen Stock-Bell and Michael Zimmerman taught Roaring Fork High students classes on Driving Under the Influence.

Chief Schilling made a conditional job offer to a bi-lingual applicant for the Ordinance Officer Position and he accepted it.

Police Services Technician and Officer Stock-Bell attended two Vape classes. They said it was very informative.
January 1 through March 31, 2018 Trainings
Trainings attended for the first quarter of 2018:

February 20, 2018  BOST Refresher (Stock-Bell)

April 1 through June 30, 2018 Trainings
Planned for the 1st Quarter of 2018:

April 16-20, 2018  Field Training Officer (Kirkland)
April 24, 2018    Leadership for Female Officers (Litzau, Stock-Bell)
June 11-15, 2018  Basic SRO School (Stock-Bell)
June 24, 2018     CACP (Wurtsmith, Schilling)
## Incident Analysis Report
### Summary By Incident Type

**Print Date/Time:** 04/05/2018 09:18  
**Login ID:** aramirez  
**Incident Type:** All  
**Call Source:** All  

**From Date:** 01/01/2018 00:00  
**To Date:** 03/31/2018 23:59  
**Location:** All  
**Officer ID:** All  

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<td>BCHk</td>
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MEMORANDUM

To: Mayor Dan Richardson and Board of Trustees  
From: Chief Gene Schilling  
Re: Police Stats for Administrative 1st Quarterly Report  
Date: April 24, 2018

The following are the requested statistics from January 01, 2017 to March 31, 2018.

**Citations**

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**Cases**

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</table>
Driving Under Influence/
Driving with Ability Impaired 35

Fraud/Forgery 6
Harassment 4
Information 15
Menacing 1
Mental Health 1
Sex Offender Registration 2
Sex Offense 2
Suspicious Activity 2
Thefts 9
Traffic Violation 7
Unattended Deaths 2
Violation of a Court Order 2
Warrants 10
Weapon Violation 1

159 cases reported for this period.

Attached are the School Resource Officer's Reports for January, February and March of 2018. The Quarterly SRO Report for 2018 Winter School Year.

Attached are the TRIDENT arrests and drugs, assets and weapons seized for January, February and March of 2018. Also attached is the disposition data.
## Monthly S.R.O. Report
### JANUARY

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Cumulative Total of all contacts for Month: 7
# Monthly S.R.O. Report

## February

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<tr>
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<td>D/E</td>
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<td>SP</td>
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<tr>
<td></td>
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<td>K.G.</td>
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<td>Cumulative Total of all contacts for Month</td>
<td>24</td>
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### Contacts by Reason/Offense

- **Public Relation**: 3
  - Truancy: 2
  - Drugs/ETOH: 1
  - Welfare: 11
  - Service Project: 3
  - Other: 4

- **Theft**: 0
- **Assault**: 0
# School Year S.R.O. Report

## 2017-2018

### In-School Contacts By School

<table>
<thead>
<tr>
<th>F.H.S.</th>
<th>Bridges</th>
<th>C.M.S.</th>
<th>C.R.E.S.</th>
<th>Ross</th>
<th>Community</th>
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### Outside of School Related Contacts

<table>
<thead>
<tr>
<th>Adult</th>
<th>Juvenile</th>
</tr>
</thead>
<tbody>
<tr>
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#### Combined Annual Total: 127

### Contacts by Reason/Offense

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<tr>
<th>Frequency</th>
<th>Drugs/ETOH</th>
<th>Theft</th>
<th>Assault</th>
<th>Welfare</th>
<th>Service Project</th>
<th>Other</th>
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<td>11</td>
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## Monthly S.R.O. Report
### March

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<th>Date</th>
<th>Reason/Offense</th>
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<td>R.C.</td>
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<td>M.L.</td>
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<td>PR</td>
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<td></td>
<td>Truancy</td>
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</tr>
<tr>
<td>L.H.</td>
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<td></td>
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<tr>
<td>I.E.</td>
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</tr>
<tr>
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<td>L.B.</td>
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<td></td>
<td>Other</td>
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<td>Truancy</td>
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<td>H.F.</td>
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<td>JUVENILE</td>
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<td>D/E</td>
<td></td>
<td>Assault</td>
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<td>SP</td>
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<td>Cummulative Total of all contacts for Month</td>
<td>24</td>
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### Contacts by Reason/Offense

<table>
<thead>
<tr>
<th>Public Relation</th>
<th>Truancy</th>
<th>Drugs/ETOH</th>
<th>Theft</th>
<th>Assault</th>
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<td>4</td>
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<tr>
<td>Welfare</td>
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</tbody>
</table>
# School Year S.R.O. Report

## 2017-2018

### In-School Contacts By School

<table>
<thead>
<tr>
<th>F.H.S.</th>
<th>Bridges</th>
<th>C.M.S.</th>
<th>C.R.E.S.</th>
<th>Ross</th>
<th>Community</th>
<th>Monthly Totals</th>
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### Outside of School Related Contacts

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<th>Adult</th>
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<td>Contacts</td>
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<td>Combined Annual Total</td>
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### Contacts by Reason/Offense

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</tr>
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<td>Theft</td>
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<td>Service Project</td>
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<tr>
<td>Other</td>
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### 1st Quarter 2018
### TRIDENT Statistics
#### January 1st, 2018 to March 31st, 2018

#### Drugs Seized:

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<th>DRUG TYPE</th>
<th>DRY</th>
<th>LIQUID</th>
<th>PILLS/DOSES/PLANTS</th>
<th>VALUE</th>
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<tr>
<td>Heroin</td>
<td>1.0g or 0.002lbs</td>
<td>16ml</td>
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<td>$3,400.00***</td>
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<tr>
<td>Cocaine</td>
<td>4.5g or 0.011lbs</td>
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<td></td>
<td>$270.00***</td>
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<tr>
<td>Methamphetamine</td>
<td>489.56g or 1.08lbs</td>
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<td>$19,582.40***</td>
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<tr>
<td>Marijuana</td>
<td>21.56lbs</td>
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<td></td>
<td>$39,886.00****</td>
</tr>
<tr>
<td>Marijuana Plants (indoor grow)</td>
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</tr>
<tr>
<td>Marijuana Plants (outdoor grow)</td>
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<td></td>
</tr>
<tr>
<td>Marijuana Products (edibles, hash, etc.)</td>
<td>17.29g or 0.038lbs of hash oil</td>
<td>3 additional small jars of hash oil 1 jar of paste</td>
<td>$305.00****</td>
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<tr>
<td>Club Drugs*</td>
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<td></td>
</tr>
<tr>
<td>Hallucinogens**</td>
<td>365g or 0.80lbs of GHB</td>
<td>1 MDMA pill ($30 each)</td>
<td>$271.50****</td>
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</tr>
<tr>
<td>Pharmaceuticals</td>
<td></td>
<td></td>
<td>36 Zolpidem pills ($10 each) 2 Oxycodone pills ($40 each) 2 Methylphenidate pills ($10 each) 2 Lisdexamfetamine pills ($30 each) 4 Codeine pills ($30 each)</td>
<td>$640.00****</td>
</tr>
<tr>
<td>Fentanyl</td>
<td></td>
<td></td>
<td>3 Fentanyl pills ($100 each) 1 loaded syringe of liquid Fentanyl</td>
<td>$400.00****</td>
</tr>
<tr>
<td>Carfentanil</td>
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<td></td>
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<tr>
<td>Other (Spice, Synthetics, etc.)</td>
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<tr>
<td><strong>Total:</strong></td>
<td></td>
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<td>$64,754.90</td>
</tr>
</tbody>
</table>

* MDMA, GHB, Ketamine, Rohypnol, etc.
** LSD, PCP, Peyote, Mescaline, Psilocybin, etc.
*** Amounts shown have been calculated using estimates from previous TRIDENT undercover purchases
**** Amounts shown have been calculated using RMHIDTA's 2017 Colorado Drug Prices Table
***** Amounts shown have been calculated using [http://www.streetrx.com](http://www.streetrx.com)
## Assets Seized:

<table>
<thead>
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<th>Category</th>
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<tbody>
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<td>Cash</td>
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<tr>
<td>Real Property</td>
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<td>Other</td>
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## Weapons Seized:

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<tr>
<td>Handguns (Pistols/Revolvers)</td>
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</tr>
<tr>
<td>Rifles/Shotguns</td>
<td>1</td>
</tr>
<tr>
<td>Machine Guns/Assault Weapons</td>
<td></td>
</tr>
<tr>
<td>Explosive Devices</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>4</td>
</tr>
</tbody>
</table>
## Cases by City Area:

<table>
<thead>
<tr>
<th>CITY AREA</th>
<th>CASES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbondale</td>
<td>4</td>
</tr>
<tr>
<td>Glenwood Springs</td>
<td></td>
</tr>
<tr>
<td>New Castle</td>
<td>1</td>
</tr>
<tr>
<td>Silt</td>
<td></td>
</tr>
<tr>
<td>Rifle</td>
<td>9</td>
</tr>
<tr>
<td>Parachute</td>
<td>1</td>
</tr>
<tr>
<td>Other</td>
<td>3 (2 Basalt, 1 Rulison)</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>18</strong></td>
</tr>
</tbody>
</table>

## Arrests by City Area:

<table>
<thead>
<tr>
<th>CITY AREA</th>
<th>ARRESTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbondale</td>
<td>1</td>
</tr>
<tr>
<td>Glenwood Springs</td>
<td></td>
</tr>
<tr>
<td>New Castle</td>
<td></td>
</tr>
<tr>
<td>Silt</td>
<td></td>
</tr>
<tr>
<td>Rifle</td>
<td>4</td>
</tr>
<tr>
<td>Parachute</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>3 (Rulison)</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>8</strong></td>
</tr>
</tbody>
</table>
Parks & Recreation Department
Quarterly Managers Report—January to March 2018

ADMINISTRATION REPORT

1. FTE News: Jason Thraen left for a job in his home state of Iowa, so we had an open position recruitment period in January for a full-time Recreation Coordinator Youth & Adult Athletics. The position was offered to and accepted by Will Tempest. Will has worked part-time for the department in various capacities for the last seven years. Will has coached and facilitated the following programs for us: Tennis, Ice Hockey, Youth and Adult Softball and Baseball, Broomball, Climbing, Hiking and Backpacking trips for youth and seniors, Youth Soccer, T-Ball, Volleyball, Basketball and Broomball.

2. Pool Survey and Community Forum: Community Pool survey was conducted in January and we received 241 pool survey responses. This was prior to a Community Pool Forum organized by the Parks & Recreation Commission and was held at Town Hall on February 28th. 35 to 40 citizens were present to discuss the future plans for the Town pool. Town staff and the Parks & Recreation Commission members presented the findings at the forum and gathered additional community feedback on the future of the Town pool. Survey results can be found on the home page of our website www.carbondalerec.com.

3. E-Bike Survey: The Parks & Recreation Department helped to facilitate the RFTA and Pitkin County Open Space and Trails e-bike survey, that has been active since March. This gives the public the opportunity to share opinions on allowing e-bikes on paved bike paths from New Castle to Aspen. There was also a community meet-up and e-bike demos on April 4th in Carbondale from 4 to 6 pm at the shade pavilion next to the Rio Grande Trail behind Town Hall/Rec Center. Survey is open until April 20th.

4. Blood Drive: On March 22, in front of the Carbondale Recreation Center, the Blood Donor Bus from St. Mary’s Regional Blood Center received 28 local donors and 21 units of whole blood were collected. Each blood donation can help save up to three lives. That translates to helping as many as 63 people. This also matches the number of units collected from the last Carbondale Recreation Center blood drive. We will be offering this in conjunction with St. Mary’s Donor bus once every two months.

5. AVLT Save Red Hill Campaign Update, Red Hill Trails: A Request For Proposals (RFP) from the Town of Carbondale went out to the public in March seeking a design/build firm to submit proposals for planning, community outreach and construction of new trails at the newly acquired Red Hill property from the efforts of Aspen Valley Land Trust Save Red Hill campaign. The Red Hill Trails Project RFP will have a deadline for submittal of April 16th 2018. The RFP was available on the Town of Carbondale website www.carbondalegov.org and on the recreation website www.carbondalerec.com. Three firms put together teams and submitted proposals.

RECREATION PROGRAMS & COMMUNITY CENTER UPDATE:

<table>
<thead>
<tr>
<th>CRCC Membership Appreciation January Promotion Numbers Comparisons</th>
<th>Total Memberships</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult</td>
<td>Family/Household*</td>
</tr>
<tr>
<td>2016</td>
<td>154</td>
</tr>
<tr>
<td>2017</td>
<td>203</td>
</tr>
<tr>
<td>2018</td>
<td>192</td>
</tr>
</tbody>
</table>

*Family Passes 2016 and 2017; Switched to Household Pass in 2018
**Senior and Youth Passes were sold under joint heading in 2016 and 2017
1. **Carbondale Recreation & Community Center’s 10th year anniversary celebration**: took place on Wednesday, March 14th. Complimentary food & drinks, enter to win prizes, free body Composition Testing 11am-1pm, 10 year staff & member appreciation. The public had a chance to meet our staff & fitness instructors, and climbing staff was available 5:30pm-8:30pm. We gave our customer service representative John McCormick a fond farewell and good luck on his retirement. Thanks John for 10 years of great customer service.

2. **Recreation Center private rentals for January - March**: (3) CRMS Climbing wall rental, Ascendigo Wall rental (weekly), (2) Gym Soccer Rentals from Roaring Fork Soccer Club for pre-season training (10) Gym Birthday (1) Full facility rental for four days for the Green is the New Black Fashion Show. Tickets sold out for the Friday and Saturday night performances. Increased the rental by one day (Tuesday) to provide time for a dress rehearsal on site. Carbondale Arts sold discounted tickets to this performance.

3. **Recreation Center Promotion**: The Winter / Spring 2018 Parks & Recreation Brochure was in the Sopris Sun December 21. The back page of the brochure is a Carbondale Pool Survey by the Parks & Recreation Commission. The survey was online, as well as in Spanish on the Rec website. We offered day passes for the CRCC or the John M. Fleet Municipal Pool for all survey participants. Winter/Spring brochure was produced in-house and 4,000 were distributed and inserted into the December 21st edition of
the Sopris Sun. and the other 1,500 were distributed locally. All printed material directed the user towards our on-line registration possibilities and towards our web site for more information.

4. **CRCC LED Retrofit:** A Garfield County FMLD mini-grant was closed out recently combining the needs of the Third Street Center and the CRCC to upgrade existing lighting to new LED technologies. Both facilities received an LED Retrofit. This was a mini-grant of $25,000. The Spring 2018 grant cycle was open in February and a $25,000 Grant was submitted for a continuation of The Parks & Recreation master plan to improve our park bathrooms. This grant will be announced in April of 2018. If accepted it will go toward roof replacement and other improvements to the Sopris Park and Miners Park public bathrooms.

5. **Recreation Department youth winter programs:**
   - *Youth Hockey* lessons had 15 participants between the ages of 6-10 years old for this volunteer coached program.
   - *Youth Basketball League* practiced from 4-7 pm Monday through Friday in the CRCC gymnasium. Games were each week against teams from Aspen, Basalt & Glenwood. We had 7 teams competing in the league this year with 71 participants and volunteer coaches.
   - *Early Release Wednesdays* program on the climbing wall and gymnasium ran all winter long. February had a full class for *Dodgeball Derivatives*.
   - Climbing Wall programming includes Facilitated Climbing every Wednesday night from 5:30-8:30 pm. The new series of our winter series of youth climbing classes starts in February, which includes our *Rock Stars Class* for ages 6-8 on Mondays, the *Beginner/Intermediate Class* on Thursdays for ages 8+ and the *Climbing Club* on Wednesday for the expert youth climbers ages 8 and up.

6. **Recreation Department Adult winter programs:**
   - The *Adult Broomball League* ran with 7 teams throughout January.
   - The *Adult Volleyball League* ran on Monday nights at the CRCC. Results of the adult league matches can always be found at [www.quickscores.com/carbonadereg](http://www.quickscores.com/carbonadereg).
   - Drop-in pickleball on Mondays, Tuesdays and Thursdays for 1:30 to 3:30 pm was very popular in the CRCC Gymnasium. We added an am session on the same days from 6-8 am and a Saturday time frame from 8 am to 11 am for a total of 11 hours a week of pickleball drop-in. It is the third year of the Golden Paddle, a Sunday night pickleball league in February through March, which was a full program.

7. **Classes included in membership:** *Silver Sneakers Classic, Chair Yoga, Hatha Yoga, Yin Yoga, Core Cardio, Zumba, Nir and Happy Hour Strength and Conditioning, Tai Chi, Summit AMPED, High Intensity Interval Training*. We added the following classes for the new year *Body Fusion, A Spinerval Core Blast and Yoga En Espanol*.

8. **Specialty CRCC Classes:**
   - *Base Camp Cycling* offered morning, noon session and pm sessions in Jan, Feb, and March and was full for all sessions.
   - *Tae Kwon Do, Tae Kwon Do (averaging 16 students)* during this time frame for the year round Tuesday & Thursday evening class from 6:30 – 8:00 pm.
9. The 2018 total class participation numbers are projected if the class participation remains constant. We usually see a dip in participation in the summer, but will track public interest to keep the classes year round that merit this through participation. In 2018 42 more classes were offered over the course of the 1st Quarter than in 2017; this was to co-inside with our membership fee increase and to justify our inflationary price increase, and resulted in 1,360 more class attendees over the first quarter. We also raised the instructors pay by $5.00 a class in 2018.

10. Quarterly Wellness Events:

- **Cooking Classes** Gluten Free Baked Goods = 5 Participants, Salsa Making = Cancelled, Pressure Canning Meats = Cancelled Classes had some interest but not enough to satisfy our minimum class participation levels.

- **Rassle the Castle:** 2nd Year Event 14 Pre-Registered/46 day of = 61 registrants (60 racers) Net Revenue $1,038.00

- **Where My Peep’s At Scavenger Hunt:** 3rd Year Event, 21 teams Registered = 90 participants Net Revenue ($757.84) Will look for additional or title sponsorship to underwrite this event next year.
SPECIAL EVENTS

1. *First Friday* in January was to be our scheduled annual *Community Ice Skating Party*. We did not have the new ice rink or weather cooperate so we had a snow dance and utilized the downtown 4th street plaza and had hotdogs, smores and hot chocolate at the fire pit with music.

2. *Randall the Castle Snowshoe and Fat Bike Race* in Redstone took place January 12th with 60 runners and walkers and 34 bikers. For the running race prizes were awarded to the middle of the pack winner, Kenneth Patrick. The Fat Bike race was won by Chris Brandt and the foot race was won by Veronica Whitney and Wesley Toews. Proceeds from the Race benefited, The Town of Carbondale Parks & Recreation Department, the Redstone Community Association and the Callaway Young Cancer Center.

3. February *First Fat Friday* had the recreation department participating in the Mardi Grad parade with Frosty Marriot Trustee Farewell as the Parade Marshall. The Parks & Recreation Department won the best float for the third year in a row.

4. We conducted our *Easter Egg Hunt* March 31st, the Saturday before Easter. The park was divided into different age groups and the Easter Bunny made an appearance and was available for photos after the hunt. We also conducted an Easter Basket giveaway and participants signed their kids up for the giveaway. The prize giveaway was conducted after the hunt. The event is sponsored by City Market and Bonfide Coffee.

5. Margaret Donnelly, our Health & Wellness Coordinator, organized the third annual event to promote the “Active Living” part of the HEAL (Healthy Eating Active Living) resolution with a team event called the *Where My Peeps AT 5 k Scavenger Hunt*. She had a recreation division this year and it was popular with families. We had 20 teams for the Scavenger Hunt, totaling 90 racers.

PARKS DEPARTMENT

January

1. Ice and snow removal from trials and downtown sidewalks and bulb outs and bike parking areas around town facilities. Due to mild temperatures plowed off basketball courts for play.
2. Chipping of x-mass trees
3. Working on stripping down and painting the bear proof trash cans recently purchased from City of Aspen surplus. Total of 27 cans purchased.
4. Completing pre-fabrication for wood railings for Sopris Park bridge re-construction after vandalism.
5. Daily maintenance of the two ice rinks. Downtown rink not ready until third week in January. CRESC elementary school students have been using the Gus Darien Ice rinks in the morning as their P.E. program. Carbondale Community School has been playing broomball for their active program each Friday also.
6. Safety inspections took place on all park playgrounds. Parks supervisor creating dual language signage for park rules and posting locations for Town Parks. Manufacturing 5 new bleacher benches to replace pine wood bleachers with cedar slats. Metal roof replacement work on Gianinetti bathrooms completed.
7. Construction Bids are being sought for the construction of a perimeter fence at the west side of Bonnie Fisher Park
8. Quarterly report produced highlighting the accomplishments of the parks department for October, November & December and submitted to the BOT packet

February

1. Bonnie Fisher Park Rental on Friday Feb 2nd for the Backcounty Film Festival. The movies were shown in the Third St. Gymnasium and the park will be used for an outside bonfire space.
2. Continued working on stripping down and painting the bear proof trash cans recently purchased from City of Aspen surplus, and placing decals on the finished product.
3. Completion of the custom wood railings for Sopris Park bridge re-construction to repair vandalism.
4. CIRSA Training Audit conducted last week with the Parks & Recreation Department receiving the maximum number of loss control points possible and a 100% score. CIRSA Defensive driving course conducted by all staff last week.
5. The parks crew has begun the process of aerating, seeding and fertilizing the turf fields. The fertilizer will be applied to all fields when the grass seed has been established. All of these fields are presently closed to organized play and practices. The soil is saturated and damage to the existing grass could occur. Signs are in place at the entrance points to the fields explaining the closure. Request from soccer to get on the fields denied, they were directed to renting indoor space at the CRCC.
6. Parks employees attended a training on irrigation systems back flow troubleshooting last week and will attend another training on troubleshooting two wire irrigation systems.
7. The Darien Tennis & Pickleball Courts are free and clear of ice and snow and the tennis nets were installed to have them available for the holiday weekend. We locked the gates if snow and ice returns. It was premature to put up the windscreens.
8. Removal of trash and dog waste from trails and parks
9. Recruitment for summer seasonal staff has begun. We are looking for the following positions.
   Seasonal Parks Maintenance crew
   Seasonal Vegetation Management Worker.

March

1. Annual ditch cleaning taking place around town.
2. Parks & Recreation Department finished the construction of the bleachers for North Face Bill Hanks Ballfield.
3. Parks Department staff attended a CIRSA training in Rifle for trenching and shoring
4. Little league baseball & softball program started practices mid-March, so fields were prepped for play.
5. The parks crew is finalizing the process of aerating, seeding and fertilizing the turf fields and worked on the passive parks last week. They have aerated and over seeded all athletic fields and have completed the fertilization.
6. All of the fields are presently open to organized play and practices. The Carbondale Soccer Club began practices first week of March due to travelling team’s seasons starting in March. We had them use the North Face as a non-game field for these practices.
7. Painting Miners Park, Gianinetti Park and Hendricks Park bathroom exteriors soffits and exterior wood. Repainting the North Face Bike Park pavilion and entrance gate.
8. The Darien Tennis & Pickleball Courts saw high school tennis team practice and pickleball play in March after the tennis nets and shade screens were installed in the 2nd week of March. Volleyball nets put up in parks and parks crew took down and stored the downtown rink on 4th street.
9. New bear proof trash cans placed on downtown parks and on Main Street.
10. Russell and Mike went to pesticide and herbicide applicators training to have the safety skills and industry knowledge of the most current practices for weed mitigation. The parks department will be utilizing a 100% natural citrus oil based burn down herbicide on some of our park land that have been difficult on the weed management side. These parks will include the North Face Bike Park, the Gateway RV Park, and some of the crusher fines areas around the recreation center and the promenade park.
CLIMBING CLASS PROGRAM REPORT: Jan- March 2018

Climbing Program Reports: Jan- March 2018

<table>
<thead>
<tr>
<th>Program</th>
<th>Participants</th>
<th>Expenses</th>
<th>Revenue</th>
<th>Cost Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rockstars Youth</td>
<td>17</td>
<td>$636.00</td>
<td>$960.00</td>
<td>150%</td>
</tr>
<tr>
<td>Climbing Class</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginner /Interm.</td>
<td>21</td>
<td>$636.00</td>
<td>$1,215.00</td>
<td>191%</td>
</tr>
<tr>
<td>Youth Class</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Climbing Club</td>
<td>15</td>
<td>$636.00</td>
<td>$885.00</td>
<td>139%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult Climbing Clinics</td>
<td>13</td>
<td>$451.00</td>
<td>$325.00</td>
<td>72%</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>Totals</td>
<td>38</td>
<td>$2,359.00</td>
<td>$3,385.00</td>
<td>143%</td>
</tr>
</tbody>
</table>

The indirect cost to purchase additional equipment (Auto belay and holds) was shared between the climbing wall classes. We equated the cost of the auto belay annual factory service to these programs also. An appropriate cost recovery for this individualized program. 8 adult clinics offered, only two went. We will continue to offer and promote these adult clinics in the winter time.

Youth Programs Report: Jan, Feb, March 2018

<table>
<thead>
<tr>
<th>Program</th>
<th>Participants</th>
<th>Expenses</th>
<th>Revenue</th>
<th>Cost Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Basketball</td>
<td>70</td>
<td>$6,397.48</td>
<td>$5,600.00</td>
<td>95.35%</td>
</tr>
<tr>
<td>Youth Dodgeball</td>
<td>24</td>
<td>$63.00</td>
<td>$990.00</td>
<td>792.86%</td>
</tr>
<tr>
<td>TOTALS</td>
<td>94</td>
<td>$6,460.48</td>
<td>$6,590.00</td>
<td>102.00%</td>
</tr>
</tbody>
</table>

Final Analysis: This was a great quarter for youth programs. Our dodgeball program again attracted big numbers and led to a great cost recovery. The 2017/18 Youth Basketball Program had about the same amount of participants as the previous season. We had 7 teams, consisting of 70 players. We had 2 teams in each of the following: 3rd/4th Boys. We had 3 teams in each of the following: 5th/6th Boys. We had 1 team in each of the following: 3rd/4th Girls & 5th/6th Girls. Feedback for the season has been mostly positive. The volunteer coaches were great and our adult refs helped make our program strong. Parents really appreciated the time/patience our refs displayed while making and explaining calls. We bought double-sided jerseys again as it makes things easier when playing a team with like-colored jerseys, with matching shorts. This year we only had 2 $250 jersey sponsorships as well as opposed to 5 last year, finding more sponsors will help us supplement our expenses in the future. Seeming participation has peaked but perhaps with more kids entering 3rd grade next year we will be able to do some marketing and achieve larger registration numbers next season.
### Adult Programs Report: Jan, Feb, March 2018

<table>
<thead>
<tr>
<th>Program</th>
<th>Participants</th>
<th>Expenses</th>
<th>Revenue</th>
<th>Cost Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter Adult Volleyball</td>
<td>12 Teams</td>
<td>$1,278.00</td>
<td>$2,400.00</td>
<td>264.32%</td>
</tr>
<tr>
<td>Adult Broomball</td>
<td>5 Teams</td>
<td>$466.00</td>
<td>$1,000.00</td>
<td>161.29%</td>
</tr>
<tr>
<td>Adult Pickleball League</td>
<td>24</td>
<td>$466.00</td>
<td>$840.00</td>
<td>173.76%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td>$2,210.00</td>
<td>$4,240.00</td>
<td>191.85%</td>
</tr>
</tbody>
</table>

**Final Analysis:** Q1 of 2018 was great for our adult programs cost recovery. Each program was well above our goal of 100% cost recovery. Adult Volleyball League was very popular this year with 12 teams. This number should be our maximum in the future. Game #1's and tournament are great value for $200 registration fee. Due to popularity and profitability we will continue to offer this league in the future. Broomball program was shorter this year and has appeared lose some of its popularity. Would like to see new teams enter league in future years. Program is still profitable, but opportunities exist for expansion. Will concentrate on recruiting additional teams next year. Pickleball is still gaining popularity and we had filled all of our registration spots and had a lengthy wait list/sub list. This program has very little overhead and runs at a time where it does not conflict with other activities in the gym. I would like to continue to run this program as it is not only profitable but provides a community centric environment for people of all ages.

### Senior Programs Report: Jan, Feb, March 2018

<table>
<thead>
<tr>
<th>Program</th>
<th>Participants</th>
<th>Expenses</th>
<th>Revenue</th>
<th>Cost Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bingo At Redstone Inn</td>
<td>2</td>
<td>$130</td>
<td>$10</td>
<td>7.60%</td>
</tr>
<tr>
<td>Grand Junction Mall</td>
<td>9</td>
<td>$430.00</td>
<td>$90.00</td>
<td>20.09%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>11</td>
<td>$560.00</td>
<td>$100.00</td>
<td>17.85%</td>
</tr>
</tbody>
</table>

**Final Analysis:** Bingo needed more registration. We had some last minute cancellations. Program is subsidised and participants are the seniors on fixed incomes and this program provides them with an affordable adventure. With more registration cost recovery will increase.
# Carbondale Recreation Break Even Analysis

**Program Name:** Youth BBALL 2017

<table>
<thead>
<tr>
<th>Hourly Staff Costs</th>
<th>Wage/Hr</th>
<th>Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time Coordinator</td>
<td>$ 20.00</td>
<td>20.00</td>
</tr>
<tr>
<td>Part-Time Rec Staff</td>
<td>$ 13.00</td>
<td>6.00</td>
</tr>
<tr>
<td>Staff Title</td>
<td>$ 16.00</td>
<td>6.00</td>
</tr>
<tr>
<td>Staff Title</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>Staff Title</td>
<td>$ -</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Staff Cost:** $ 574.00

**Length of Program (hrs):** 150

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Cost</td>
<td>$ 574.00</td>
</tr>
<tr>
<td>Operational Overhead</td>
<td>$ 980.00</td>
</tr>
<tr>
<td>Program Supplies</td>
<td>$ 4,843.48</td>
</tr>
<tr>
<td><strong>Total Program Cost</strong></td>
<td>$ 6,397.48</td>
</tr>
</tbody>
</table>

**Registration Revenue**

<table>
<thead>
<tr>
<th>Cost/Registrant</th>
<th>$ 80.00</th>
</tr>
</thead>
<tbody>
<tr>
<td># Registrants (Projected/Actual)</td>
<td>70</td>
</tr>
<tr>
<td>Cost/Registrant</td>
<td>$ -</td>
</tr>
<tr>
<td># Registrants (Projected/Actual)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Revenue (Projected/Actual)</strong></td>
<td>$ 5,600.00</td>
</tr>
</tbody>
</table>

**Additional Revenue Sources**

<table>
<thead>
<tr>
<th>Sources</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sponsors (2 @ $250)</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Projected Revenue</td>
<td>$ 500.00</td>
</tr>
</tbody>
</table>

**Min # Registrants to Break Even:** 80

<table>
<thead>
<tr>
<th>Program Supplies, equipment, materials</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Uniforms</td>
<td>$ 1,948.48</td>
</tr>
<tr>
<td>Refs</td>
<td>$ 2,485.00</td>
</tr>
<tr>
<td>Gift Certificates for Coaches</td>
<td>$ 350.00</td>
</tr>
<tr>
<td>Medals</td>
<td>$ 60.00</td>
</tr>
</tbody>
</table>

**Total: $ 4,843.48**

**Final Analysis**

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td>$ 6,397.48</td>
</tr>
<tr>
<td>Additional Revenue</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Cost Recovery</td>
<td>95.35%</td>
</tr>
</tbody>
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The 2017-18 Youth Basketball Program had about the same amount of participants as the previous season. We had 7 teams, consisting of 70 players. We had 2 teams in each of the following: 3rd/4th Boys. We had 3 teams in each of the following: 5th/6th Boys. We had 1 team in each of the following: 3rd/4th Girls & 5th/6th Girls. Feedback for the season has been mostly positive. The volunteer coaches were great and our adult refs helped make our program strong. Parents really appreciated the time/patience our refs displayed while making and explaining calls. We bought double-sided jerseys again as it makes things easier when playing a team with like-colored jerseys, with matching shorts. This year we only had 2 $250 jersey sponsorships as well as opposed to 5 last year, finding more sponsors will help us supplement our expenses in the future. Seeming participation has peaked but perhaps with more kids entering 3rd grade next year we will be able to do some marketing and achieve larger registration numbers next season.
MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday March 8, 2018

Commissioners Present:
Michael Durant, Chair
Jennifer Gee DiCuollo
Ken Harrington
Gavin Brocke
Jeff Davlyn

Staff Present:
Janet Buck, Planning Director
John Leybourne, Planner
Mary Sikes, Planning Assistant

Commissioners Absent:
Jay Engstrom, 1st Alternate
Nick Miscicne, 2nd Alternate
Marina Skiles
Yuani Ruiz, Chair Pro Tem

Other Persons Present
Kevin Kreuz, 421 Settlement Lane
Steven Wolff, 606 North Bridge Drive
Ramsey Fulton, 417 Main Street
Todd Nero, 403 Settlement Lane
Mike Gamba, ESA Team
Jacques Machol, ESA Team
Eric Smith, ESA Team
Erik Cavarra, ESA Team
Haley Carmer, ESA Team
Lenn Haffeman, ESA Team

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

February 8, 2018 Minutes:
Ken made a motion to approve the February 8, 2018 minutes. Jen seconded the motion and they were approved unanimously with Gavin abstaining.

Other Persons Present
There was no public comment.

PUBLIC HEARING –Special Use Permit, Retail & Medical Infused Products Facility
Applicant: Sopris Labs, LLC
Location: 695 Buggy Circle

John stated that the applicant is proposing to operate a retail and medical marijuana infused product manufacturing operation (MIP). He said that the process for local
licensing of the facility includes a license application before the Board of Trustees and a State license. John explained that a Special Use Permit may be allowed if it can be demonstrated that the use, in the proposed location, is compatible with the purposes of the district, the particular site and the surrounding area.

John said that the Planning Commission makes the final decision on whether the Special Use is appropriate and compatible in a certain location.

John stated that the Special Use Permit may run concurrently with the Town application for a retail and medical marijuana infused product manufacturing operation application license.

John said that a retail and medical marijuana infused product manufacturing operation is allowed through a Special Use Permit in the Commercial Retail Warehouse (CRW/PUD) zone district.

John continued by saying that these operations are prohibited within 500 feet of any school or day care facility and within 500 feet of any alcohol and drug treatment facility. John stated that Staff has determined that the proposed facility is not within the 500-foot limit for schools, daycare or treatment facilities.

John stated that the zone district requires one parking space for every three employee's. He said that the applicant has not indicated how many employees will be working at the facility. He said that there are 28 parking spaces on site.

John outlined the following:

**TRAFFIC IMPACTS:**

Traffic is limited to employee and delivery traffic.

**STAFF COMMENTS:**

The Building Official, John Plano, provided comments to be addressed at building permit application submittal.

**SPECIAL USE PERMIT:**

A Special Use must meet the Special Use Permit criteria as indicated in the staff report:

The Town may impose conditions it feels necessary to ensure that a proposed Special Use meets the purposes in the zoning code and to protect the public health, safety and general welfare of the Town and surrounding neighborhood. The Town has broad authority to deny a Special Use if it determines a proposed use is incompatible with the neighborhood.
Ken asked if there was a condition for odor mitigation. John stated that condition #3 references odor. He explained that other MIP businesses on the same street are in multi-unit buildings and that a blower door test has been problematic in older steel buildings. He said that this building is a stand-alone business and that there are not any other tenants in the building.

Michael stated that previous MIP applicants said that odors were not a problem. He asked John if this was still true.

John stated that odor complaints to date stem from standard operating procedures not be followed correctly. He said that filters and updated operating procedures as well as doors being closed has mitigated those issues.

Ramsey, the applicant, stated that he has been involved in another MIP business across the street. He said that after engineering for the ventilation system was completed and the systems were installed that there haven’t been any further issues.

Gavin asked what the recent complaints were.

John stated that the recent complaints were for one operation that was brought before the Board for revocation of their license. He said that they are currently still open because they made changes to their procedures. He stated that there has only been one complaint recently and it was because a door was left open.

Ramsey, the applicant, stated that the owners have a video to show of their operation in Nevada. He said that it will show the level of professionalism and care that they take with their operation. He stated that the owners would like to replicate this model at the location of this application.

Jen asked how many employees will there be and what the hours of operation are.

Ramsey said that to start there would be approximately 15-20 employees and that the hours were 9-5.

Gavin asked if parking has been addressed.

Michael stated that there are twenty-eight spaces.

Gavin asked where the facility was that was in the video.

Ramsey stated outside of Las Vegas, Nevada.

Gavin asked if it was in an industrial park.

The owner stated that is was near the speedway about fifteen minutes from the strip. He said that it was a ground-up project and that it was the largest in the state of Nevada as well as the third largest in the country.
Jeff asked if it has the same extraction techniques that will be used at the proposed location.

The owner stated that the MIP in Nevada is fifty thousand square feet and that the one in Carbondale will be fifteen thousand square feet.

Ken asked for clarification of the hours of operation and the days of the week.

The owner stated 9-5, five days a week.

Gavin asked John if he had called the jurisdiction in Nevada that oversees their operation to see if there were any complaints.

John stated that he did not.

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

**Motion to close the Public Hearing**

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

Jeff asked if this application is similar to a previous MIP application that did have a blower door test on this same space.

John said that there was never a MIP at this location and that there had been some demo work done prior to a building permit issued for this building.

Michael asked if the previous tenant was for a grow.

John said yes that it was for a cultivation.

Gavin asked what improvements were planned for the exterior of the building.

Ramsey said that there were not specific plans for renovation but as the project progresses that painting and recladding the building might be a possibility. He said that it would be done in such a way as to help the building blend in and not draw attention to itself as well as not look so dilapidated. He said that they want it to look like a professional operation which is what they are trying to portray.

Gavin stated that there was a sweet drawing from 1994, which shows landscaping that was supposed to occur in the parking lot. He said that the parking lot that is there now would never be approved with a current land use application. He said that the use seems really straightforward as well as the buildings location. Gavin said that it would
be reasonable to ask for compliance with the current landscaping for parking lots standards. He said that Staff could review a site plan that complies. Ken said that they would be required to have seven parking spaces, one space for three employees with a total of twenty employees. He said that they would have extra space for landscaping.

Ramsey said that this location is governed by the PUD and not by the current code and he asked Gavin if he meant the landscape requirements of the PUD.

Gavin asked Staff what authority the Commission has to govern site plan standards.

Janet stated that this application is for a special use permit so it would give latitude to impose conditions that would make it more compatible with the neighborhood. She said that if you were to ask for a landscaping plan that Staff would look at the PUD regulations.

Ramsey stated that if it were required to meet the current code for parking and landscaping that it could make this application unachievable.

Gavin stated that he did not think that would be so in the industrial zone district.

Further discussion ensued.

Ken asked what the standard was in the UDC for landscaping for an industrial building.

Janet answered that the minimum landscape area is five percent and that for streetscape parking that landscaping was required depending on lineal frontage. She said that with a parking lot that landscape islands are used to separate rows of twelve parking spaces, which have to be 7500 square feet. She noted that it would be one tree for every twelve parking spaces.

Gavin stated that this application doesn't justify a rearrangement of the parking but that a few trees on the streetscape would be a huge improvement.

Janet stated that the streetscape code might achieve what you are looking for because it requires a five foot landscape strip with street trees.

Gavin stated that the streetscape requirement would require the applicant to rearrange the parking and that is not what he was suggesting.

Jeff asked Staff if there was anything out of compliance with the UDC regarding the building.

Gavin stated that it would be great if the applicant would like to improve the exterior but that the trees would make an improvement.

Ken asked for clarification of the standard that would be used the PUD or the UDC.
Gavin stated that he is fine with the Staff compromise, which meets the UDC for a simply stated condition.

Janet stated that it would be best to not reference the UDC and that it would be best to define it.

Further discussion ensued.

Gavin stated that they could do two islands and it would equal one parking space.

Ramsey stated that Gavin's suggestion to add some landscaping where there are now thirteen parking space would be fine.

Gavin asked Ramsey if an island at parking space thirteen and another somewhere in the middle was agreeable.

Ramsey agreed.

Gavin stated that it would need to meet the landscape island standards in the UDC.

Janet suggested the addition of condition 10, a landscape plan to be submitted for parking spaces 6 & 13 for a landscape island to be approved by Staff.

Motion

Ken made a motion to approve the Special Use Permit for the operation of the retail and medical marijuana infused product manufacturing operation subject to the recommended 9 conditions from Staff and the addition of condition 10. Jen seconded the motion and it was approved unanimously.

No: none
Yes: Jeff, Michael, Ken, Jen, Gavin

**PUBLIC HEARING — Thompson Park Development — Subdivision Conceptual Plan, Major Site Plan Review, Conditional Use Permit and Amendment to the Annexation and Development Agreement**

**Applicant: ESA Architects**

**Location: Parcels 2, 3, & 4, Thompson Park/Highway 133**

Janet stated that two letters from the public were handed out and entered into the record.

Janet stated that this is an application for a Conceptual Subdivision Plat, Major Site Plan Review, Conditional Use Permit and Amendment to the Annexation and Development Agreement. She said that the Planning Commission is required to hold a
public hearing and recommend approval or denial of the application. She stated that
the Commission may also continue the public hearing.
Janet explained that the Thompson Park property was annexed into the Town in 2012.
She said that the property was zoned Residential/Medium Density (R/MD). She stated
that the area around the Historic House was zoned Open Space (O). She continued by
saying that the property was subdivided to create Parcels 1, 2, 3, 4 and the Historic
House Parcel. Janet stated that Parcel 1 was purchased by Ross Montessori. She said
that the Historic House Parcel was dedicated to the Town. Janet stated that Parcels 2,
3, and 4 were set aside for future development.

Janet stated that the applicant is now proposing to construct the following:

31 units on Parcel 2,

7 units on Parcel 3.

7 units on Parcel 4.

She said that there would be a total of 45 residential units.

Janet stated that there would be 9 affordable housing units.

Janet continued by saying that a development improvements agreement would be
required for public improvements. She said that engineering is being done on a parallel
path with this Application. She stated that the Board would review the agreement
concurrently with this application.

Janet explained that if the application is approved, the applicant would construct all of
the units on the three parcels. After the foundations are in place, the applicant would
submit a Preliminary/Final plat for Town review and approval.

Janet stated that the applicant is also requesting an amendment to the Annexation
Agreement. She said that the most significant item would be to increase the allowed
density from 27 units to 45 units. She noted that it also would amend how the required
40% pervious surface in the R/MD zone district is calculated.

Zoning

Janet stated that the Planning Commission will see that the applicants have treated all
three development parcels cumulatively as it relates to minimum lot size per dwelling
unit as well as pervious/impervious surface. She said that the setbacks are calculated
using the perimeter of each parcel.

Janet stated that there is a lot to this application. She said that she would touch on
some of the areas which need some discussion;

➢ The minimum lot size in the R/MD zone district is 3,000 sq. ft.
Parcels 2 and 4 meet this requirement.

Parcel 3 would be allowed 6.6 units. The applicant is proposing 7 which is one unit over. By using the development parcels cumulatively, the applicant suggests that there is enough square footage on Parcel 4 to cover the shortfall.

Janet said that after some discussion with the Town Attorney, there is question whether we want to set this precedent. She said that for example, RVR has large 10,000 sq. ft. lots and smaller high density lots. Janet explained that we don't want to borrow from the large lots to increase density on the high density lots.

Janet stated that the UDC requires that lots must be 50 ft. deep and 25 ft. wide. She said that the code does allow lot width, depth, and side yard setbacks to vary if approved through subdivision in order to allow townhomes to be subdivided.

Janet noted that the subdivision plat will need to be revised to reconfigure the property lines to bring the proposed lots into compliance with those requirements. She said that for example, on Parcel 2, the lot lines will most likely need to extend to the middle of the alley to gain the required lot dimensions.

Janet outlined the following:

**Maximum Impervious Lot Coverage (UDC Section 3.7-2)**

60% of pervious impervious surface is allowed and 40% of pervious surface is required.

The submittal reflects using all three development parcels cumulatively to calculate pervious/impervious surface. Staff has asked the applicant to recalculate the required area by parcel instead using a section of the code which has certain allowances. The applicant will address this in his presentation.

**Parking**

The applicant calculated the parking for Parcels 2 and 3 as one multifamily development. Overall, it appears that the parking can be in compliance due to the fact that most of the units have two car garages, with the exception of two smaller units.

Janet said that she feels that parking needs to be calculated on a lot by lot basis. She stated that also the parallel spaces at the rear of each garage should not be counted toward required parking because they are not viable. Janet stated that there is a similar situation in Keator Grove. She said that vehicles are parked in those areas and they impede traffic along the alleys. She stated that we don't want to replicate that situation.

Janet stated that she asked the applicant to recalculate the parking on a per unit basis based on the future subdivision layout of those units.
Janet said that overall, I am supportive of this application. She said that it is well-designed and well-thought out.
Janet stated however, this is a complex land use application. She said that there are a number of issues which need to be hashed out.

Janet said that she would like to have a better understanding of how the units would be developed in the future, including compliance with the lot size and lot dimensions. She said that the parking should be re-calculated on a lot by lot basis.

Ken asked why we have pervious/impervious lot coverage in the UDC.

Janet answered to provide green area and lawns for drainage as well as to add to the quality of life.

John added that in other places they have landscape standards and that we have it rolled into the UDC as pervious/impervious coverage.

Ken asked what the distance was between parcel 2 and parcels 3 and 4. He asked if it was five hundred feet.

Janet answered that it was a good distance but she didn’t know the exact distance.

Ken asked for clarification on the timing of the development and were all three parcels going to be developed at the same time.

Janet said that she thought that was the plan but to clarify with the applicant. She said that the applicant was planning on developing all of the lots and that the lots themselves would not be sold off.

Jeff asked if there were any traffic studies completed.

Janet stated that a traffic study had been done when it was forty five units prior to Ross Montessori School buying their lot. She said that after they bought the lot that the development was reduced down to twenty seven units.

Gavin asked if we have a traffic study for forty five units plus Ross Montessori.

Janet replied no.

Ken asked for clarification in the R/MD zone and if the number of units was dictated by the lot square footage requirement.

Janet stated yes and explained how it has been calculated historically. She gave the example of the Spruce Townhomes on Eighth Street, which had originally been one lot with five townhomes. She said that it then was subdivided and it became five lots, therefore the center units do not have three thousand square feet but the end units do.
Janet said that we don’t want to set the precedent of borrowing square footage from other parcels for density purposes but for lot size we have done that.

Michael asked if the modeling being done by Clarion would apply to this project.

Gavin added that this applicant’s presentation might help Clarion.

Jacques Machol, from the ESA team, explained that this project is back before you because the ownership group determined that it was not financially feasible with the previous project proposed. He said that it had had one car garages and that it had been designed for a second home owner. He said that the construction costs would have been quite expensive and that the salability was not there.

Jacques introduced Lenn Haffeman and stated they were asked to reassess this development to see what type of project would be feasible, desirable, as well as compatible for this particular site.

Jacques said that he has already had experience in this community with Mountain Sage and that he had purchased it from the bank. He said that the project was successfully completed. He continued by saying that they have finished Shadow Rock, in El Jebel, as well. He said that the same team from Shadow Rock is the team working on Thompson Park.

Jacques introduced his team, Eric Smith, Architect, Haley Carmer, Attorney, Eric Cavarra, Realtor and Mike Gamba, Engineer. He said that they have a strong and seasoned development team.

Jacques said that the new design will be built by them. He said that the local residents would be interested in purchasing. He said that almost all of the units have two car garages. He said that they have a more modern design with larger windows. He said that the design allows it to be built in a more cost effective manner that will allow for a lower price point for the resale market. He stated that there would be nine affordable units.

Eric Smith gave a slide presentation and provided a handout. He explained the site plan and locations of all three parcels as well as the internal circulation. He said that they are proposing a mix of product from duplexes, triplexes, fourplexes, fiveplex and a sixplex, which would be affordable housing. He said that they would phase the development from north to south and complete Lot 2 before moving on to Lot 3. Eric said that their plan would be to complete one lot at a time so the construction was not spread over the three parcels.

Eric explained that on Lewie’s Lane that all the garages would be facing the interior of the properties so that the facade facing the street would be decks.

Eric outlined the proposed floor plans and he said that the fiveplex on the southside of parcel 2 would have alternating units with living space on the upper level for additional
privacy. He said that the floor area of these units was 1800 square feet, excluding the garages.

Eric said that the affordable building or sixplex has both one and two car garages. He said that they would be stacked with three units on the lower level and three on the upper level. He said that the exterior would have the same character as all of the other units.

Eric continued to show floorplans on parcel three and the single family homes on parcel four. He said that all of the single family homes have 1800 square feet of floor area with two car garages. He said that they have designed several of these homes with the living space on the second level.

Eric explained the density of the parcels, he said that on parcel 2 they would be allowed 31.9 units and that they have 31 units. He stated that on parcel 3 they would be allowed to have 6.67 units and that we are proposing seven units. Eric said that on parcel 4 that they are allowed fourteen units and that they are proposing seven units. He said that is why we were looking at combining parcels 3 and 4 in order to lower the density up against the RVR neighborhood.

Eric said that they have made some adjustments on parcel 2 by eliminating the parallel parking in front of the garages as well as adding some additional parking.

Eric provided a handout with two alternate plans for parcel 2, one with additional parking at the north end of the property and some parallel parking along one of the entry drives. He said that the previous annexation agreement had a different parking requirement prior to the UDC, which is plan A. He said that plan B has some additional parking added to the plan, which complies with the UDC requirement. Eric said that the properties on the southside have driveways that accommodate two cars in front of every garage but that we only counted one car. He said that they are proposing to use pervious pavers on the entry drives to separate them from the main internal circulation private road in order to accomplish pervious area above forty percent. He said that the pervious calculations can then be looked at by individual parcels. He said that the handout shows pervious paving on parcel 3 for the walkways, private patios and trails that run through the property in order to meet the forty percent requirement.

Eric stated that there were not any changes needed for parcel 4 because they meet the requirement without a problem.

Michael thanked the applicants and said that it was a great presentation.

Jeff asked if the applicant was proposing pervious pavers on trails around parcel 3.

Eric explained that they would change the entryways to patios on parcel 3 to pervious pavers.

Jeff asked for clarification of the existing path and if it was included in the calculations.
Eric stated that the existing path that comes down the east side of the property is not in the pervious calculations, which they do not intend to touch. He explained the connections to the public trails and the sidewalks that will be added on both sides of Jewel's Lane, which will be asphalt. He said the sidewalks internally would be pervious pavers.

Ken asked for clarification of the new proposal and if each parcel meets the pervious/impervious and the parking requirements and that they do not meet the density for parcel 3 correct.

Eric stated that is correct on a standalone basis.

Gavin asked Eric to summarize the items that do not meet the current code requirements.

Eric answered that Parcel 3 with seven units, whereas it is allowed to have 6.68 units and that we rounded up to seven.

Gavin asked if the only items that are an issue are the units on parcel 3.

Janet said that she hasn’t had time to do the calculations as the applicant's changes just came in. She added that the interpretation of pervious and impervious could be an issue.

Michael asked if there was anything else besides the unit count that was standing in our way.

Janet said yes the interpretation of pervious/impervious Lot coverage. She read the definition of impervious from the code, A. The principal building; B. All accessory buildings, parking garages, carports, utility and storage sheds; C. Porches, stairways and elevated walkways, paved areas or areas otherwise covered with materials impervious to water; She said that with the walkway they are using impervious surface so can we calculate that as pervious surface. Janet read Parking areas and driveways regardless of surface materials, unless an alternative pervious paving system is approved by the Director, from the code. She said that she was comfortable with the parking spaces and the driving apron. She continued by reading Decks and patios up to ten percent of floor area in residential districts shall be excluded. She said that for units that are 1800 square feet that means that 180 square feet of the outdoor area can be counted towards pervious but that the applicant has used the whole deck as part of the pervious calculation.

Eric explained that there are a lot pervious paver products that don’t create the drainage runoff that is created by solid paving.

Janet stated that it is interpretation because they are using pervious surface and can we count all of the areas that they are showing. She said that she was bringing this up to
the Commission to make sure that the code is being interpreted correctly and that she
was giving them a heads up.
Gavin added that if they are pervious pavers and they meet the terms of the code and
that Staff is enforcing the standard of what the pavers are required to be that he agrees.

Michael, Ken and Jen agreed with Gavin.

Ken said that it would be helpful that at the next meeting if there were was an analysis if
all aspects of their application that meets the code.

Janet stated that Staff has been working with the applicant to revise the application but
that the biggest issue to date seems to be the unit count on parcel 3.

Gavin told the applicant that he was looking for a list of variances from our standards.
He said that anything or everything that is a variance from our standards. He said that
he is wanting the totality of what the variances would be.

Eric stated that the only variance would be rounding up to seven units on parcel 3 and
that he believes that they have met all of the other standards.

Gavin asked Staff for clarification of the existing annexation agreement, the UDC and
authority and overlap.

Janet explained that the annexation agreement doesn’t come into play because it talks
about water rights and affordable housing units that there needs to be, transportation
impact fees and the Thompson House improvements. She said that the annexation
agreement and the UDC do not overlap. She continued by saying that the overlap is in
the development plan, which is in the seventh amendment. Janet stated that this had
been approved prior to the UDC being adopted. She said that we took the development
plan and added language that it would need to comply with the UDC.

Janet said that there are portions of the development plan that are stricter than the UDC
and that the types of uses are more limited, which were left in. She said that it has
design guidelines which were included in the packet.

Gavin said that the reason he was asking is that the parking standard seems to be
different between the annexation agreement and the UDC.

Janet explained the issue with the parking standards in both the annexation agreement
and the UDC. She said that if the applicant is willing to go with the UDC that that would
be great.

**Todd Nero**, 403 Settlement Lane said that he has a vested interest as he lives right
across the street. He asked if anyone on the Commission has seen the original traffic
study. He said that he has never heard of this and that he has been in construction for
over thirty years. He asked if the traffic study had been done prior to Jewel’s Lane being
completed through to North Bridge Drive. Todd said that they are getting 50-100 cars a
day through to North Bridge and that was prior to the traffic study. He said that it is inconceivable that there is not another traffic study being done. He stated that there are no scales on the site plans and that he drives through a minimum of four times a day. He said that you cannot pass another car on this road, he said that the rendering does not show how narrow the road is. Todd said that there is nowhere to park on it. He said that if all the foundations are put in at the same time that it could be a 3-5 year buildout. He said that it is going to look pretty awful for some time. He said that he was here representing the Town of Carbondale and not just RVR. Todd said that he wasn’t opposing the architecture and that a lot of questions are not answered.

Steven Wolff, 606 North Bridge Drive said that he has lived here for eight years and that he has followed changes in Thompson Park quite closely. He stated that he was never aware that the original plan was for forty-five units and that by the time he arrived the infrastructure was put in for twenty-seven units. He said that it must have been for a very good reason. He said that the developer now is proposing a sixty-seven percent increase in the density of this area and that it is going to greatly affect the quality and nature of the town. He continued by saying that the infrastructure was put in for twenty-seven units and that he wonders if it would sustain forty-five units. He said that he was confused about the parking and that he didn’t know about the changes from yesterday to today. He said that he is sure that the residents of parcel 2 will be parking in the Ross Montessori School lot and the residents in parcel 3 will be parking in the spaces allotted to the historic Thompson House. He also stated that residents of parcel 4 will be parking in the spaces for the bathroom that was newly constructed.

Kevin Dreuz, 421 Settlement Lane handed out his verbal communication to the Commission. He said that the proposal of increased residential density will have a negative impact on the traffic flow in the vicinity of the Thompson Park development. He said by increasing the number of residential units from 27 to 45 proposed dwelling units require onsite parking for over one hundred cars that will need access to Highway 133. He said furthermore, the proposed project is non-conforming with the following sections of the Town of Carbondale’s Uniform Development Code (UDC) for this zoning (R/MD).

1. Table 3.2.7 calls for 3,000 sq. ft. minimum sized lots. The drawings show the attached residences on subdivided lots much smaller than 3,000 sq. ft.
2. Paragraph 4.3.2 requires that each single-family attached dwelling unit “shall have a separate entrance facing the street frontage”. The majority of the single-family attached dwelling units have entrances that face a private alley (not a public street).
3. Table 3.7.2 states that the maximum lot coverage for impervious surfaces cannot exceed 60%. This 60% requirement has not been met.
4. Paragraph 5.4.3.1 requires that 40% of the net site area be landscaped, exclusive of street right-of-way. Clearly, the individual residential platted lots do not have 40% landscaped areas. And the drawings have included the green areas within the street right-of-ways to show the entire project at 40%.
5. The proposed “attached single-family dwelling units" require a Conditional Use Permit". Paragraph 2.5.1.A states that Conditional Use Permits require that a
project have "unique or widely varying operating characteristics or unusual site development features". This project does not meet these criteria.

In summary:

1. This proposed project will result in a negative impact on Carbondale's traffic flow.
2. This project does not meet several requirements of Carbondale's codes.

Gavin asked if we can reopen the public hearing at the continued meeting.

Michael stated that we can.

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

Gavin said that we need a traffic study.

Jeff said that his first concern wasn't even the through road on Jewel but that he agrees that the road is narrow.

Gavin said that he was on the Commission when the previous application was approved and that the infrastructure was reduced because of the fewer number of units.

Further discussion ensued about the road.

Jeff said that he has concerns with the intersection of Lewie's Lane and Highway 133. He said that there is a conceptual plan for a round-about there but that the school has already had to put up special signs not to cross. He said that there is no crosswalk going over to Weant Blvd. He said that CDOT should be engaged in discussion for this development. Jeff said that forty-five units would equal one hundred additional cars going through this intersection during school rush hour, which should be a concern. He said that the applicant should address this issue.

Gavin told the applicant that they need to take this head on. He said that they are relying on a previous approval of forty-five units prior to a school existing here. He said that it is going to be a fundamental land use concern for him. He said that it is the most dysfunctional intersection in Carbondale especially at school drop off times.

Jen said that she observes it daily.

Gavin stated that he believes that the infrastructure was designed for a twenty-seven unit development not forty-five units plus a school.

Ken asked when the traffic study was done originally.

Janet stated that when it was annexed and zoned.
Ken asked if it could be researched what the basis of the study was because they would have made assumptions of what was going to be developed on the property.

Gavin said that this is a land use application and that the applicant needs to show us how their impacts are going to be reasonably absorbed and that the applicant needs to bring us the studies to show us what is going on.

Ken asked what the utilities were based upon.

Jeff clarified that the applicant should try to bring us this information.

Michael clarified that one issue is for Staff and one is for the applicant.

Ken stated that is correct.

Gavin stated that we want the applicant to come back as few times as possible so we need to get everything on the table tonight. He said that we need to get the list of concerns and how the applicant might address it. He said that we want to be fair to the applicant.

Jen said that she agrees with everything that has been said about the traffic study. She said that she has some big concerns of the impacts with the Ross Montessori that is now in this location. She said that she is also concerned with some of the internal circulation issues and with driving down to the end of the private alley as well as turning around. She said that even if the code requirement has been met that it is unreasonable to expect anyone in Carbondale to park in their garage. She said that culturally this is something that never happens. She said that she is concerned that there is no on street parking at all especially for visitors to parcel 2.

Gavin said that documentation of how many parking spaces there will be along Lewie's Lane is going to be important.

Eric stated that there is pull up parking on Lewie's Lane and that we added it on Jewel's Lane as well in the plan.

Jen stated that the previous review for this parcel had some very detailed feedback about architectural character and that one of the conditions was that the development be compatible with the historical architecture. Jen asked the Architect how he felt that he had met this requirement and the reasoning behind his design.

Ken said that he agrees with the parking and that garages aren't utilized. He said that he was concerned with drainage and that treating this as one parcel doesn't make sense when there is a separation between them. He said that a traffic study should be a requirement as well as the drive through of both Lewie's Lane and Jewel's Lane. He said that regarding the density that they should be treated as three separate parcels because we don't know when they will be developed.
Jeff said that he has concerns with the pedestrian crossing now and that the intersection is very challenging and extremely unsafe. He said that adding a lot more pedestrians is troublesome. He said that he too has parking concerns. He said that a lot of what has been proposed is nice and that his main concerns were the infrastructure, pedestrians and parking.

Gavin asked Staff when the last time CDOT weighed in on the future roundabout at this intersection as well as the conditions. He asked that Mark, the Town Attorney, weigh in on the interpretation of the assessment by parcel versus the assessment by site as a whole because it is not clear in the UDC. He also asked for Mark to give his opinion on the authority for making this decision.

Gavin told the applicants that they have a great development idea and that they are starting to do a good job of transitioning to the other neighborhoods. He said that it is really hard to understand in context because we don’t have an area plan. He said that he would like to understand how it relates to the area around it. He said although he can look it up on Google Earth that he would like to understand it in a formal drawing. Gavin stated that it is also important to know how the streets relate to the existing street grid of Carbondale. He noted that the alley that dead ends might need to be dedicated as a right-of-way for future development of parcels. Gavin said that when driving by from Highway 133 that one will look down a two block long alley and that it seems like a mistake. He said that a building should end the alley and that he has a similar comment for parcel 3. He said that you actually see the road that you are going to but that you have to drive way around to get to it and that he didn’t think it was going to work out this way. Gavin said that he is concerned about the land planning issue.

Jeff stated that all of the parking concerns might be compounded by a snow storage issue especially on the alleys.

Gavin stated that this was a great point and that it is currently an issue at the Mountain Sage development.

Gavin said that the following is esoteric but that he thought the affordable housing is being treated very differently than the market rate housing. He said that one of the intentions of affordable housing is that it feels integrated and part of the neighborhood. He said that it is not set off the alley and that it is pushed right up against the private alley in both of the buildings. He said that it clearly is being used to buffer and that you can do this but that it is not very good manners. He said that he hasn’t reviewed the specific wording of the code to see how this proposal sits.

Gavin said that they have done a good job on a building by building basis of providing some variety but that they all look the same for three blocks. He said that he doesn’t mean that in an insulting architecture way and that he is an architect too and that he is sympathetic. He said that you are using the same techniques and the same colors and the same forms repeatedly for five or six different building types along a three block
stretch. He said that it is going to feel a bit monotonous by the time you get to the end of that.

Gavin stated that he would like the final agreement to address a phasing plan. He said that we have run into multiple issues locally where ten or more foundations go in and the market takes a dip and that we get to stare at foundations for a while. He said that we would like to see some phasing even within parcel 2, which is twenty-seven units.

Ken said that he would like to piggy back on what Gavin explained and that when you pull the garages out to the private lane that turning into your garage becomes an issue. He said that from a functional standpoint that just getting into your garage is going to be troublesome.

Gavin said that he really likes the upper most house because the garage doesn’t face the street. He said that all the other six do and that there is an opportunity to face houses to each other or flip and share. He said that he is concerned about how narrow the driveways are at eighteen feet wide, which is narrow leading to a two car garage and that it might meet the standard but that he wasn’t sure.

Michael said that he would add to Gavin’s comment regarding CDOT and that we should look at crosswalks too. He said that the closest crosswalks are at the entrance of RVR and then also down near Hendrick Ranch near Wells Fargo and that there is nothing in between. He said that if Capitol Avenue ever comes through that we will be in a world of hurt.

Further discussion insured regarding the access plan from 4-5 years ago.

Michael said that he would like to get the Commission’s input on the idea of using the concept of using the entire project versus the individual lots.

Gavin stated that he thinks it is on a parcel by parcel basis and that is the intention of the code but that he doesn’t have the textual evidence. He said that the purpose of the code is to provide enough landscaping and greenspace for a block of buildings. He said that it is not intended to be able to build some overcrowded buildings and then some well landscaped buildings in an overall project. He said that it should be addressed on a unit by unit basis.

Jen said that she agrees with Gavin and that it sums up the intent.

Ken stated that in terms of the code that it is parcel by parcel.

Gavin stated that some things are accessed on a lot by lot basis and that some are done on a parcel by parcel basis. He said that based on units that we may need to make a ruling about because we don’t ever round up but that we also don’t round down. He said that we need to understand where our authority is on this issue and what compromises we are allowed to reach.
Gavin thanked the applicant and said that it was a good application. He said that it is well represented and that we can read it. He said that it is truly a professional application.

Michael said that he would like to echo Gavin's last statement and that it is a very professional application. He said that the two choices tonight are to continue the public hearing or to deny the application. He said that he thinks everything can be worked out. He told the applicant that he would suggest taking the comments to heart.

Janet said that she would question continuing to March 22 with the list given. She said that we would have to have the packet done next week and that it wouldn't be possible to have a traffic study done by then. She said that the applicant is up against a May deadline for vested rights. She said that they could go to the Board separately for that.

Gavin said that their rush doesn't create a crisis for us, he said that he is not inclined and that he just wanted to be clear about that. He said that the vested rights have been out there for a long time so they have had a chance and that it cannot short change our process.

Further discussion ensued regarding the date of the next meeting.

Gavin stated that he would suggest that the applicant address the density question and that the school has impacted the presumption of forty five units. He said to take it head on and the Town's expectations as well as the neighbors. He said that the idea of going back to the original approval prior to the school will require making a good case for it.

Jen said that she agrees with Gavin. She said that her parting comment to the applicant is to really take into consideration when you come to us is forty-five units appropriate for this site. She said that we need to have clear reasoning behind why it is or an understanding of what might be appropriate for this site based on your findings.

Gavin stated that it is code supported and that if the applicant is leaning on the prior approval that they need to be careful.

**Motion**

Ken made a motion to continue the public hearing to April 12, 2018. Jen seconded the motion and it was unanimous.

**Preparation For the Work Session with the Board of Trustees**

Points of discussion:
- Preschools
- Housing
- ADU's
- PUD policy
- Tiny homes
- UDC
Ken asked Staff how many other communities allow daycares in industrial zones.

**Motion**

A motion was made by Ken to adjourn. Gavin seconded the motion and the meeting was adjourned at 9:41 p.m.
MINUTES
BIKE, PEDESTRIAN & TRAILS COMMISSION
FEBRUARY 05, 2018

Darryl Fuller, Chairperson, called the Bike, Pedestrian, and Trails (BPT) Commission meeting to order at 6:00 p.m. on February 05, 2018, in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

BPT Members: Darryl Fuller, Chair
John Speiss, Member
Darren Broom, Member
Rob Morey, Member
Tom Penzel, Member

Town Staff Present: Angie Sprang, Boards & Commissions Clerk
Ben Bohmfalk, Board of Trustees Liaison
Kevin Schorzman, Public Works Director

Observers & Guests: Matt Gworek, Citizen
Marty Madsen, CRES
Matt Annabel, AVLT

CONSENT AGENDA
Motion Passed: Rob Morey moved to approve the minutes from December 2017. John Speiss seconded the motion, and it was unanimously approved.

PERSONS PRESENT NOT ON THE AGENDA
Matt Gworek, Citizen, expressed interest in joining the commission. Mr. Gworek is also a member of the Red Hill Council.

BIKE EDUCATION PROGRAMS AT CRES – MARTY MADSEN
Marty Madsen presented information regarding bike safety and education. The biggest challenge to engaging in a bicycle education program is the time investment, but the impacts are well worth the time investment. The impact for kids and safety has proven positive. Discussion ensued. Darryl reached out to Bicycle Colorado also to discuss options for bike education. Marty is open to serving as a local resource to train others to provide bike education to kids. His program can be used as a model for others. Rob will reach out to Ross Montessori. The commission will continue to work with Marty regarding the coordination of bike educational programs for kids in Carbondale public and private schools.

RED HILL PARKING & TRAIL PROJECT DISCUSSION – MATT ANNABEL, AVLT
Matt Annabel reported that AVLT hopes the donations will reach goal amounts by the end of the month. The Town accepted the property agreement at the last BOT meeting, and the Town will manage the property if the fundraising goals are met. AVLT does own the property now, and are working to create a parking plan. Tony Boone, who worked on Buckthorn Trail and various other trail designs throughout the valley, worked with AVLT to create the proposed trail plan. There will be a fully public process to decide which trail alignment to go with. AVLT has collected a great deal of information, including geological information about the rock fall concerns expressed by Tony. Many of the details are yet to be determined as the process continues.

Darryl mentioned concerns about addressing user volume in the parking areas and trail entrance areas, and he looks forward to being a part of the public process as the project moves forward. The commission expressed thanks for the project and its long term contribution(s) to the citizens of Carbondale.
SNOWMASS DRIVE TRAIL UPDATE – KEVIN SCHORZMAN
Kevin Schorzman reported back to the commission about concrete versus asphalt, and after discussions with CDOT concrete is the ideal medium. Discussion ensued regarding children safety of the Sopris and White Hill crossing within the School Zone.

REPORTS & UPDATES
Niki DaIson reported that she read in an article that the senior population will increase by 40% in the valley in the next 7 years, by 2025. Niki is interested in how we can make Carbondale friendlier for children and for the aging population from a pedestrian standpoint. Niki will research more about this topic for further discussion at the next meeting.

Kevin will bring the pedestrian plan for the proposed Senior Housing project to the next meeting.

ADJOURNMENT
The February 05, 2018 regular meeting adjourned at 7:18 p.m. The next meeting is scheduled to commence at 6:00 p.m. on March 05, 2018.

Respectfully submitted,
Angie Sprang
Board & Commissions Clerk
MINUTES
CARBONDALE PARKS & RECREATION COMMISSION
February 14, 2018

Becky Moller called the Carbondale Parks & Recreation Commission meeting to order at 7:12 p.m. on February 14, 2018, in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

Members:
Becky Moller, Chair
Hollis Sutherland, Member
John Williams, Member
Kathleen Wanatowicz, Member
Ashely Allis, Member

Members absent:
Tracy Wilson, Vice-Chair
Todd Chamberlin, Member
Lara Tretin, Alternate
Camy Britt, Alternate

Trustee Liaison:
Eric Sparhawk

Town Staff Present:
Eric Brendlinger, Parks & Recreation Director
Jessi Rochel, Rec center and Program Manager

Guests & Observers:

MINUTES APPROVAL
Motion Passed: John wanted to change wording for pickle ball responsibilities for him. He is willing to be a liaison, but does not want to be the one establishing rules surrounding the GOCO grants and the Town's involvement in obtaining a GOCO grant. He felt that would be the responsibility of the whole board. Hollis has said she was willing to meet with Will from the Sopris Sun, but the minutes said she was meeting with him and that meeting did not take place. Hollis moved to pass the approval of the January 10th, 2018 P & R Commission meeting minutes with these changes. John seconded the motion, and it was unanimously approved.

PERSONS PRESENT NOT ON THE AGENDA

CHRIS KLUG FOUNDATION DONATE LIFE DAY-Anna Schwinger
Donate Life Day is February 14th and this is a trademarked event of the Chris Klug Foundation. The Chris Klug Foundation is a national organization to bring about awareness of people's option to become an organ donor. The organization has many public outreach events and has recently launched a school curriculum, and have continued to be present at numerous special events. Trying to get the youth demographic with Donor Dude events and having a presence at youth oriented events, like the x-games. Anna handed out information on the foundation and their e-mail for more information is on back of handout. The three initiatives they follow are: Inspiration, Education and Registration. Goal is to get 75% of driver's license recipients in all states to be donors. Presently there are 121 thousand people waiting for a transplant. 22 people die a day waiting for a transplant, every 10 minutes another person is put on the transplant list.

ARBOR DAY TREE PLANTING LOCATIONS- Dan Bullock Tree Board President
Dan did not attend the meeting.

**ROARING FORK PICKLEBALL ASSOCIATION-Clyde Alberts & Jim Noyes**

*Jim Noyes* moved here in 2006 and has experience with fundraising with Habitat Humanity, and the local Rotary Club. He included a handout, which was included in the packet, detailing the rapid growth of the sport. He said that the Roaring Fork Pickleball Association is grateful to the Parks & Rec. Department for providing time at the recreation center (11 hours a week drop-in time and 3 hours league time per week) and in the Summer at the Darien Tennis & Pickleball Courts. He provided the following details:

- RFPA-135 dues paying members presently $50.00 per year fees. These fees cover overhead, equipment and the $3,000 required to paint the courts in 2016.
- Immense growth over three years-nationally and locally.
- Looking to raise $50,000. Have raised $20,000 to date. Feel that they can get to the $50,000 level very fast.
- New and existing communities are looking at pickleball courts not as a perk but as a necessity due to the demand.
- Gypsum has repurposed some tennis courts into 8 pickleball courts, Scott Ruff, Rec Director in Gypsum says they would like to build some more. Spent $175,000 or $21,875/court.
- Jim Noyes personally rented rec center and brought tennis players and jocks, 9 in total, to the gym to try it. They all went and bought paddles and shoes after that. This sport lends itself to people who want to learn something soon, with low entrance costs, and immediate success.
- For repurposing existing tennis courts, 3 pickleball courts could be put on a regulation tennis court.
- The RFPA hope to get a piece of land designated or donated, then the next step would be looking at a GOPO LPOR (Local Parks Outdoor Recreation) grant, or a mini, traditional or collaborative FMLD Grant to leverage fundraising to get the courts built. If land could be found, the fundraising would be easier, and a plan could be put together. Looking for a commitment from the Parks & Recreation Commission to advise the trustees to find some land.
- Interested in an 8 court pavilion on ½ acre of land for $200,000. Asking P & R Commissions to advise the TOC Trustees that RFPA has already raised $20,000 of the targeted $50,000 for a GOPO grant of $150,000 to support an 8-court Pickleball Pavilion at an estimated cost of $200,000....and that the remaining $30,000 can be raised as soon as the 1/2 acre land is allocated.

Discussion Ensued:

*Eric*: Explained GOPO LPOR and Garfield County FMLD granting programs and timing.

A $50,000 fundraising goal would be enough of a match to qualify for the LPOR grant, which requires a 25% match, enabling a total grant of $200,000. This is a once a year cycle open in November with awards coming in the spring of the following year. We are looking at a planning grant with GOPO for the 2018-19 cycle. This is a different pool of money, so is not competing against each other. GARPO FMLD has two granting cycles per year. We have the mini-grants scheduled with Parks & Recreation Park Improvements through 2021. Eric explained that many partnerships and other Town departments have their eyes on utilizing the traditional FMLD grant cycle in the next couple of year, including Police Department, Third Street Center, and the Bonnie Fisher Park Improvements, which has an existing master plan. Eric also mentioned a new granting pool of money from the FMLD called the collaborative grants. These would be a grant submitted by multiple municipalities or qualifying entities to serve a larger segment of the Garfield County population affected by mineral extraction on surrounding public lands. So there are four potential grant money sources, but all of these sources have other programs and master plan prioritized projects seeking the same funding.
Kathleen- supports having pickleball courts but not sure how to move forward with a recommendations without having any land.
Becky- shared the history of this process to date and how we have looked at all of our owned park land and have not found a solution. Some of the sticking points are the parking, since our parks are mostly in residential neighborhoods and dedicated pickleball courts would need their own designated parking also. The P & R Commission is interested, wants Eric to talk to school district, in regard to availability of land and parking.

Hollis- Rec Commission supports the pickleball efforts and is educated on the rapid growth of the sport.

Kathleen- Wanted to remind the P & R Commission that the goals for this year were as follows:
- Create a Friends of Carbondale Parks and Rec
- Create a business plan for Gateway Park to actualize the existing master plan goals
- Match funding opportunities with projects identified in the master plan as priority projects, which have been small capital improvement projects with granting sources that do not require a match.

Jim- Dan Richardson told him to contact CRMS for potential land.

Ashley- Although pickleball courts were mentioned in the 2015 Parke, Recreation and Trails master plan a site specific detailed master plan does not exist for pickleball courts. This level of detail would be needed for a GOCO grant. Feels $200,000 would also be needed for parking infrastructure costs for a new stand alone facility.

Kathleen- Idea of a partnership with Crown Mountain park lands, but commission discussed that they are not in a financial position and are presently waiting on the outcome of a mill levy vote to see where they go with programming and future amenities at the park.

Jim- Feels that our master plan data is from three years ago and in the last three years the pickleball community has become very large and is rapidly growing. Brought up the idea to repurpose our existing tennis courts, 8 pickleball courts leaving one court for Tennis. Commissioners could be interested in this. Eric asked if they had a price for this. Gypsum $21,000 per court.

Hollis-Looking for maintenance $, concerned over maintenance, is not against this, but the P & R Commission is in the process of looking for pool funding, and the creation of a friends of the parks committee to help with this fundraising efforts.

Kathleen- Shared the idea of looking at near future development (PUDs) on vacant privately owned land in Carbondale and the potential for a parkland dedication fee that could be used for a public pickleball courts.

Jim- Said that they are also looking for private land to build these courts on.

Becky- pickleball and tennis need to work together, limited land for pickleball specific courts. Collaborative discussions need to take place, have both on the same land. She brought up the issue of maintenance also.

Jim- the Pickleball association could be called upon to raise annual maintenance funds

Clyde- Mentioned the possibility of a turn style entrance, fee to use the courts and that fee would go to maintenance.  
(Commissioners felt that GOCO grants could not be used for this type of situation)
Ashley- Asked about present tennis courts, how they were funded, Eric provided information on how it was a GOCO grant but with the school partnering with funding for the match and an inter-governmental agreement for their exclusive use for practice during the tennis season.

Clyde- Asked how long the agreement is for if they are not using the courts and do not have a tennis team.

Eric – Annually renewable until one of the parties proposes a change. Then it would go to legal and the change would need to be board approved on both sides.

Jim- USTA does not use these courts for match play or tournaments, recreational tennis players do. We will need to communicate with their donors, at this point we do not know, need land for this to move forward.

Erica- Commented on the idea of futsal collaboration on a shared field space.

Parks & Recreation Commission assessment- Not a no, but they need to figure out funding priorities and if land is available. The existence of matching funds for a grant could potentially change the priorities for capital improvements.

Short term priority is for staff to talk to schools. Eric and Jim to talk to CRMS and Re-1 to collaborate and check on the possibility of putting dedicated pickleball courts on school district property. Will come back to March P & R meeting with an update.

AQUATIC FACILITY ADVISORY COMMITTEE REPORT
Power point draft review and survey data compilation
Eric went through power point and commissioners wanted to add a benchmark of cost recovery slide from other pools in the area and to add an additional slide showing actual pool expenditures and from 2017.

COMMUNITY POOL FORUM AGENDA
Forum meeting notes were handed out. Flyers and posters were made available for members to take and hang up it town. See forum planning meeting notes from Kathleen attached to these minutes. Kathleen presented the following details for the forum.
Station 1: North wall “Facility Options” Dots and 3 different Comments boards 3 made by Ashley
Station 2- South wall “Speak your mind” Survey received 400 comments, print them out
Station 3- In lobby with a table, sign up for Friend of Parks & Recreation. Fundraising, Financing options, additional opportunity for comments,

- Purpose of Forum Introduction: Visioning brainstorming, gaining initial support, go forward to the planning grant with this information.
- Aggressive Timeline: Ashley said should we call this year one, year two.
- Needs to be a sense of urgency. Location, options.
- One page handout synopsis, comments tear off on the bottom of the sheet.
- Power point.

Need to set date for next community pool forum meeting, Eric will e-mail Kathleen to get this out.

REPORTS & UPDATES
Eric- Parks & Recreation Director- We hired local Will Tempest this week as our full-time recreation coordinator of youth and adult athletics. He will be running all youth and adult leagues, youth programs from pre-school sports camps to senior trips.
Jessi- hiring part time, front desk, rec specialist, mow crew, climbing wall, roof inspection
Parks & Recreation Commissioners-
Becky: weed management plan status. Kevin, Eric, Becky to meet with Gwen to finalize document to go to e-board and parks & rec. Discussion about process for use of chemicals requiring e-board approval and Trustee approval being too restrictive. Requested Eric and Russell to finish up the park specific weed management plans.

Trustee Liaison: no report

ADJOURNMENT
The February 14th, 2018, regular meeting adjourned at 9:05 pm. The next regularly scheduled meeting is set for March 14th, 2018 at 7:00 pm.

Respectfully submitted,
Eric Brendlinger for Angie Sprang
Board & Commissions Clerk
MINUTES
ENVIRONMENTAL BOARD
February 26, 2018

CALL TO ORDER
Colin Quinn called the meeting to order at 6:12 pm on February 26, 2018 in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

E-board Members: Kate Bolton, Vice Chairperson
Julia Farwell, Alternate
Patrick Hunter, Member
Scott Mills, Member
Garrett Fitzgerald, Member
Sandy Marlin, Member
Jim Kirschvink, Member
Becky Moller, Member
Joseph Demoor, Member

Town Staff Present: Angie Sprang, Board Administrator
Mark O'Meara, Town Liaison
Heather Henry, BOT Liaison
Frosty Merriott, BOT Member

Observers & Guests: Natalie Rae Fuller, Guest
Sarah, CORE Representative
Liz Chapman, City of Aspen
Laura Armstrong, City of Aspen
Doug

PERSONS PRESENT NOT ON THE AGENDA
There was no one present not on the agenda who wished to address the board.

CONSENT AGENDA
Motion Passed: Colin Quinn moved to approve Eboard meeting minutes from February 22, 2017 with noted edits. Kate Bolton seconded the motion, and it was unanimously approved.

DANDELION DAYS UPDATE
Natalie Fuller presented information and ideas for Dandelion Days t-shirts. Natalie presented a budget for different t-shirt options, and proposed a t-shirt design competition to be launched March 19.
Motion Passed: Garrett Fitzgerald moved to approve a dandelion day t-shirt design contest. Julia Farwell seconded the motion, and it was unanimously approved.

VALLEY-WIDE PLASTIC BAG EFFORTS
Liz Chapman, City of Aspen, noted that they’ve seen an increase in paper bag use year over year. This initiated a study to collect data to address it. The research showed that 15% of shoppers use disposable bags, and 85% use no bag or reusable bags. The result of the bag ban was successful overall.

WATER EDUCATION & SINGLE USE WATER BOTTLE REDUCTION
Frosty Merriott is working on a drinking water education project geared toward encouraging single use water bottle use. He met with Sarah Johnson to discuss preliminary options for a campaign. Water refill stations are about $800, but the required retro fitting is expensive. For example, the recreation center’s water refill station retro fit was $2,400. Frosty is looking into grant opportunities. Some public behavioral education pieces that create barriers to public use are: (1) the very high quality of our local water, (2) convenience.

WASTE DIVERSION DAY 2018
Julia Farwell presented a proposed 2018 waste diversion day budget. Julia noted that 4 people at 6 hours each are needed to work the event. She will not be advertising in the Post Independent due to costs; however, ads will run in the Sopris Sun. Discussion ensued. Heather encouraged the E-board’s active participation in this event, if it is approved. It is growing year-over-year, and it has outgrown the Eboard and Town Staff capacity to work the event. Volunteer support from the Eboard is key in the execution of Waste Diversion Day. Approval of this budget will take the bag fee fund down to $2,000. In addition, the board has an additional $5,000 line item in the 2018 budget. It was noted that there Waste Diversion Day is likely not financially sustainable long term. Heather Henry will send an email explaining what the E-board line items are for 2018.

Motion Passed: Scott Mills moved to approve the proposed 2018 Waste Diversion Day budget as presented in the packet w/out a paid Coordinator position. Julia Farwell seconded the motion, and it was approved with 6 yes votes and 1 abstained.

Discussion ensued regarding recommendation for a Waste Diversion Day Coordinator, as a paid contractor to plan the annual event. Heather noted that it would need to go through an RFP process. Julia explained that she doesn’t need help planning, but just execution on the day of the event. Board members expressed that they would like to have more involvement in the planning, as an open Eboard conversation and planning effort. Mark noted that this event is a consistent annual event like Dandelion Day, and that everyone would like to understand the event so they can get behind the event and support it.

This topic was reserved for the Waste Diversion Subcommittee.
TRANSPORTATION IDEAS
Garrett was not able to attend the last meeting when committees were formed, but is interested in working on the transportation committee. He is very interested in working on the traffic counter project. Between now and the next meeting, he'll be familiarizing with the traffic counters to better understand how we might use these tools.

LIGHTING ORDINANCE UPDATE & EBOARD INVOLVEMENT
Kate Bolton went on a lighting tour, and discussion ensued about night sky regulations and the potential of a lighting ordinance. She asked the board to reach out, if they are interested in being involved.

REPORTS & UPDATES
Scott asked that everyone put their contact information on the shared committee list file.

Becky has been working with Kevin and Eric on the weed management plan edits, with the goal of it being updated and to the Parks & Rec April board meeting.

ADJOURNMENT
The February 26, 2018, regular meeting adjourned at 7:54 p.m. The next regular meeting is scheduled on March 26, 2018 at 6:00 pm.

Respectfully submitted,
Angie Sprang
Board & Commissions Clerk
MINUTES
CARBONDALE PARKS & RECREATION COMMISSION
March 14, 2018

Becky Moller called the Carbondale Parks & Recreation Commission meeting to order at 7:12 p.m. on February 14, 2018, in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

Members: Becky Moller, Chair
           Tracy Wilson, Vice Chair
           Hollis Sutherland, Member
           John Williams, Member
           Ashley Allis, Member
           Todd Chamberlin, Member

Members absent: Katheen Wanatowicz, Member
                Camy Britt, Alternate

Trustee Liaison: Erica Sparhawk
Town Staff Present: Eric Brendlinger, Parks & Recreation Director
                   Jessi Rochel, Rec Center and Program Manager
                   Will Tempest, Recreation Coordinator, Youth & Adult Athletics

Guests & Observers:

MINUTES APPROVAL
Hollis moved that we accept the minutes for both the P&R Commission meeting on February 14th and the Community Pool Forum with the corrections supplied by Becky. Seconded by Ashley. Unanimously passed.

Next Steps: Pickleball Master Plan

PERSONS PRESENT NOT ON THE AGENDA

New Recreation Coordinator introduction and Program Report
Will Tempest – Youth and Adult Athletics
Eric introduced Will Tempest, recent graduate of Quest College in Canada with a degree in design. Eric explained that Will has been working with us in a part-time seasonal capacity for 7 years, has local ties, and has been working with the parents, kids and teams that he will be managing for years. Will provided a program report:
- Finished youth basketball. Carbondale teams won three of four tournaments.
- Managing the ongoing Adult volleyball, pickleball league
- Working on the Summer brochure programming offerings
- Finished paperwork to re-apply to the White River National Forest Service to obtain the permit necessary to offer our summer outdoor programs
- Looking for part time staff to help with programs, umpiring, and field prep.
- Climbing Wall retention rate has been great for our ongoing series of climbing classes.
• Three rivers Little League started today- We prep fields for them, volunteer opportunities, maintenance. Looking to hire a rec specialist for summer specific seasonal work for all of our summer programming.

Tracy: will have some recommendations for summer work from her CRMS students and from her class at Roaring Fork High School

Becky- Presented the idea to look at a program called Capstone for potential summer workers

**ARBOR DAY TREE PLANTING LOCATIONS- Dan Bullock Tree Board President**

**Arbor Day April 28th, Saturday**

Dan presented the Tree Board’s plan for Arbor Day with the location of planting planned for Town Parks. All trees will be Kay Burnier trees, it is a matching process where she matches the cost of a tree, Trees Cost $300 and it costs another $300 to plant and for the plaque, which is a requirement for the fund. This year in the inventory is Memorial trees donated for Bill Lukes & John Cerise. The ideas is to plant large statue shade trees, up to 60 feet at full maturity. These trees would be of the variety of Oaks and Frontier Elms or Accolade Elms and are planted when they have 2” to 3” in diameter at the trunk and are 10 to 12 feet tall when they are planted. They would be planted 8 to 10 feet away from the street.

• Miners Park is one location for this year’s Tree Planting Plan. The location would be on the West end of park along the street. Some have asked for trees on north side of park but these were removed when work commenced on the bike path.

• The other site is Bonnie Fisher Park but we have irrigation challenges here when they expanded the garden.

• Planted a ponderosa pine in Miners Park last year and a Bur Oak, and a Maple which were also all memorial trees last year.

• Planted 8 trees on North Face two years ago.

• For next year’s 25th year of Tree City USA anniversary a special tree planting will be proposed.

Working with Mike our new arborist and Russell Sissom to come up with a plan Siberian Elms are our problem tree in alleys and right of ways. Next pruning cycle might need to take out some older growth trees.

Hollis: Question- Does the Hendricks dog park have an in ground irrigation system that could be used to plant trees. Can we run a pump in irrigation for tree planting in the dog park at Hendricks?

Hollis moves to approve of the planting for Arbor Day on the Miners Park where Dan suggested and where Russell and Mike approve, Ashley Seconded, Unanimously approved.

**COMMUNITY POOL FORUM Next Step**

Kathleen provided the following talking points and questions via e-mail to the group.

1) Where do we get money for matching grant funds for planning grant? Do we raise money? Do we take from reserve?

2) Do we want to reach back out to Aspen Valley Community Fund?

3) Do we want to create a fundraising plan?

4) Do we want to get some direction from Town Manager?

5) Can a developer waive park land dedication fees in exchange for pool donations?
1) Where do we get matching grant money reserves or do we try and raise the funds? Do we take from reserves? Eric mentioned that we have 20,000 in next year's budget for a match for a GOCC or FMLD planning grant that can come out of reserves. He felt fundraising for a planning grant is hard and that the fundraising effort should focus on the actual project which will be determined by the feasibility study planning grant. The group was interested in pursuing the possibility of an FMLD grant this year to keep momentum of those who participated in the pool forum. 66 names and numbers from our community forum interested in getting involved. Keep them engaged. As we pursue planning try and get some interested citizens with planning and fundraising experience involved. Commission will set up an initial meeting with people in the list that are interested in this initial formative work based on their comments.

Friends of the Parks & Recreation e-mail out as soon as possible- Becky— with Ashley, and Hollis to help put this e-mail together. Next step for this group is to create a fundraising plan using the steering committee energy and expertise.

2) Reach out to Aspen Valley Community Foundation? The group discussed this and came to a consensus that this step was not needed at this point, but we would revisit it when the time is right because it might be the best way to utilize their 501c3 status for tax deductible donations, Third Street Center— could be starting point for fundraising, for early momentum and up to $100,000 Commission feels it is premature to look at this step. Will revisit at a later date.

3) Do we want to create a fundraising plan? Can be part of the agenda for the Friends of Carbondale Parks & recreation initial meetings.

4) Do we want some direction from Jay? Eric will inquire about the potential for fast tracking an FMLD Planning grant out of this year's budget. One trail lighting project GOCC planning grants was not accepted, which $5,000 matching funds had already budgeted for 2018.

5) Can a developer waive a park dedication fee for a pool donation? Eric to check on this for details.

REPORTS & UPDATES
Eric— 10-year anniversary, March 14th, 2018. We conducted a prize giveaway and
Jesli—Roof fixed and inside painted, 4th street plaza ice rink light taken down,
Working on summer brochure and prepping for the next big special event on March 31st, which is the Easter egg hunt and Where my Peeps at Scavenger Hunt.
Becky— Met with Gwen Garcelon with Public Works Director Kevin Schorzman and Eric Brendlinger to revise the language of the Weed Management Plan. Asked her to make an appendix of the weed identification portion of the plan vs it being in the main document and we are changing the language to not need full approval by Trustees or the Environment Board consultation to use chemicals for weed management problems. This would only take place if the other natural methods proved not to work, so a checklist is being created by staff on a per park basis, with chemical use, by a trained and knowledgeable aplliet is the last step of that checklist. The finalized document will come before the P & R Commission for adoption.
Trustee Liaison—Erica AVLT Press Release will be released letting the public know that they have raised all funds for the purchase of the red hill project. Handing it over to Town in April. Garfield County and Pitkin County Open Space & Trails both contributed.
Eric presented the pool forum finding to the Trustees at the last Trustee meeting and the P & R Commission received good trustee feedback for the pool forum process, and they wanted the momentum to continue.
City Market is moving forward. They own the land. Long timeline. Not open until 2020.
In the works are approvals for the Stein property on main street and 133 Highway and Parcel One on West Main Street, which is in conjunction with City Market for infrastructure.
ADJOURNMENT
The March 14th, 2018, regular meeting adjourned at 8:50 pm. The next regularly scheduled meeting is set for April 11th, 2018 at 7:00 pm.

Trustee work session scheduled for Tuesday, April 17th at 6 pm with P & R Commission and the Roaring Fork Pickleball Association

Respectfully submitted,
Eric Brendlinger for Angie Sprang
Board & Commissions Clerk