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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A
Meeting Date: 07.09.2019

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 07.09.2019

DISCUSSION: The accounts payable include new chairs to replace the remaining pink chairs for $6,637.80. The payment of $8,400.00 to IRMW of Colorado is for the annual lease for storage of towed vehicles. Garfield County payment of $7,075.00 is for the annual contract for the mosquito program.

The payroll for 6.28.19 was $167,062.67. Tax liability for the town was $9,965.44 Pension and Retirement liability was $10,021.56.

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

Renae
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| 01-4310-3580 MAPS/SURVEYING | 48100 SOPRIS ENGINEERING LLC | CEMETERY SURVEYING      | 110457834 25146 | 525.00 |

Total 01-4310-3580: 525.00

| 01-4310-3581 LARFDILLING FEES | 11580 CITY OF GLENWOOD SPRINGS | DUMP FEE              | 550617 550 25165 | 500.03 |

Total 01-4310-3581: 500.03

| 01-4310-3682 STREET LIGHT MAINTENANCE | 7310 B.C.E.C. | ALPINE BANK ST. LIGHT REPAIR | 1908001 19 25148 | 3,932.50 |
| 01-4310-3682 STREET LIGHT MAINTENANCE | 7310 B.C.E.C. | COWEN ST. LIGHT REPAIR - BA | 1906001 19 25148 | 3,827.50 |

Total 01-4310-3682: 7,760.00

| 01-4310-3683 STREET MAINTENANCE | 1320 A-1 TRAFFIC CONTROL | TRAFFIC CONTROL FOR MAIN | 36799 25152 | 453.00 |
| 01-4310-3683 STREET MAINTENANCE | 46520 SEALCO INCORPORATED | SPRAY INJECTION PATCHING | 19110 25162 | 0.0000 |
| 01-4310-3683 STREET MAINTENANCE | 56520 WESTERN SLOPE MATERIALS | ROADBASE | 112413 25149 | 972.97 |

Total 01-4310-3683: 7,425.97

| 01-4310-3684 SIDEWALK MAINTENANCE | 51640 TJ CONCRETE INC | SIDEWALK REPLACEMENT | 203319 25161 | 3,750.00 |

Total 01-4310-3684: 3,750.00

| 01-4310-7262 PUBLIC ARTS PROGRAM | 26780 INDEPENDENCE PRESS INC | CPAC PRINTING | 00036670 25158 | 439.00 |
| 01-4310-7262 PUBLIC ARTS PROGRAM | 26780 INDEPENDENCE PRESS INC | CPAC PRINTING | 00036707 25150 | 43.90 |
| 01-4310-7262 PUBLIC ARTS PROGRAM | 92483 ROARING FORK GEO SPATIAL L | CPAC MARKETING CARD DESI | [0041] 25159 | 1,267.50 |

Total 01-4310-7262: 1,750.40

| 01-4310-9410 TOOLS AND EQUIPMENT | 44060 ROARING FORK RENTALS INC | BLADE FOR WALK BEHIND SA | 256472 25164 | 345.00 |

Total 01-4310-9410: 345.00

| 01-4500-3310 ADVERTISING | 48260 SOPRIS SUN | AD PICKLEBALL RFP INVOICE # | 20470 20469 1017832 | 91.50 |

Total 01-4500-3310: 91.50
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<td>UTILITIES</td>
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<td>CEDAR NETWORKS</td>
<td>POOL INTERNET</td>
<td>284241</td>
<td>12884</td>
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<td>UTILITIES</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCL</td>
<td>POOL ACCT 15097 INV 1646713</td>
<td>5759 272.71 12887</td>
<td>07/01/2019</td>
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<td>EAGLE CREST NURSERY</td>
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<td>75-4512-8000</td>
<td>SPECIAL EVENTS</td>
<td>92605</td>
<td>BYARS, LYNN</td>
<td>JULY 4TH PERFORMER</td>
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<td>76333</td>
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<td>ONLINE PAYMENT MERCHANT</td>
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MINUTES
CARBONDALE BOARD OF TRUSTEES
GARFIELD COUNTY COMMISSIONERS
JOINT WORK SESSION
JUNE 18, 2019

Mayor Dan Richardson called the Joint Work Session to order on June 18, 2019, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Dan Richardson

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

Garfield County Commissioners
Mike Sampson
John Martin
Tom Jankovsky

Staff from both the Town and the County were also present at the meeting.

The Board and Commissioners covered the following topics:

AFFORDABLE HOUSING

Discussion ensued and the following points were made:

Trustee Henry stated that most of the Trustees attended one of the Greater Roaring Fork Regional Housing Study presentations. Takeaways from the presentation included: awareness of community patterns; there is a greater need for rental units than single family housing units; the biggest gap for housing is the 60% AMI category; we need 4,000 – 6,000 units to fulfill our housing needs – it’s a big void to fill.

The County is in the process of identifying goals and objectives for their Comprehensive Plan.

The County has changed their regulations for ADU’s. If they are less than 1,000 sq. ft. they are in the build by right classification. They also removed the size limitations for tiny homes.
The Commissioners asked the Board how they feel about tiny homes. Jay stated that the Town has also eliminated minimum sq. ft. restrictions. However, not many people in Carbondale are interested in tiny homes. There is more interest in multi-family developments, infill triplexes, and developers want to use the full height allowance. Developers are building smaller residential rentals.

Trustee Henry asked the Commissioners if they think that a multi-jurisdictional affordable housing effort is a good idea. They responded that it doesn’t have to be just within the County; we should collaborate with Pitkin and Eagle Counties. The Commissioners feel that development should be located within city limits to avoid rural sprawl.

KT Gazunis, Garfield County Housing Authority Executive Director, stated that housing is a regional problem and will require a regional solution. She wishes that there could be a Battlement Mesa to Bells Regional Housing Authority. She noted that housing authorities are a very powerful tool.

Developer Doug Pratt stated that projects often take two years to reach the Commissioners. He suggested that private sector projects with housing should be given the capacity to interact with the Commissioners. The Commissioners stated that staff needs to interact with the developer, they can’t interact because they are presiding in a quasi-judicial role.

**UPDATE ON RED HILL IMPROVEMENTS**

Discussion ensued and the following points were made:

Kevin Schorzman and Wyatt Keesbery gave an update on the re-alignment of the Red Hill parking lots project. Kevin stated that the goal is to complete the project this year but it may happen next year because they need CDOT Access Permits and permission from the Army Corp of Engineers.

Staff stated that during construction the trails and parking lots will be closed. The consensus was that coordinated outreach is imperative. However, staff needs to wait to see what CDOT approves. The Commissioners stated that Sherriff Lou Vallerio should be involved in the outreach process.

Wyatt stated the trails may be closed for 2-3 months but staff hopes to complete the project in one month.

**MISCELLANEOUS**

The Commissioners stated that the strip mine will be taking up a lot of their time.
Trustee Bohmfalk informed the Commissioners that the Town is moving to a single trash hauler with volumetric pricing.

Trustee Henry told the Commissioners that the Town participated in a water resiliency planning drought workshop (VCAPS). They looked at scientific data and applied the information to scenario planning exercises. They developed action items as a result of the exercises.

Mayor Richardson told the Commissioners that teen nicotine usage has quickly become an epidemic. The lack of regulations on the federal level is having resounding effects locally. The Town has raised the age to possess and purchase nicotine products to 21. The Board is also considering licensing the sale of nicotine products and banning flavored nicotine. Mayor Richardson stated that reducing (or eliminating) teen nicotine usage is a high priority for the Board. He asked the Commissioners what are their thoughts on this topic. The Commissioners stated that they will discuss it in the near future.

Trustee Kitching thanked the Commissioners for touring the storage facility sites, for taking on County Age Friendly Designation and she personally thanked Tom Jankovsky for his leadership in GCE.

The Commissioners left the joint work session. The Trustees continued with their work session.

**VCAPS**

Discussion ensued on the VCAPS study and the following points were made:

- The Board agreed to rename VCAPS to Drought Resiliency Plan
- Trustee Bohmfalk asked if we should focus on (reducing) demand, not just on supply – Jay noted that the Town has a Water Conservation Plan in place which results in consistent messaging and consistent restrictions during a drought
- During the budget process the Trustees should consider funding identified VCAP action items
- The Board should have a long-term discussion on ditch usage
- It’s important to let surrounding municipalities know that we have this information Mayor Richardson will let the Garfield County Mayors know of the study at their next meeting
Trustee Meeting Minutes
June 18, 2019

ADJOURNMENT

The June 18, 2019, work session adjourned at 8:30 p.m. The next regularly scheduled meeting will be held on June 25, 2019, at 6:00 p.m.

APPROVED AND ACCEPTED

________________________________________
Dan Richardson, Mayor

ATTEST:

________________________________________
Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
JUNE 25, 2019

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on June 25, 2019, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Dan Richardson

Trustees
Erica Sparhawk
Lani Kitching
Ben Bohmfalk
Marty Silverstein
Heather Henry

Absent
Luis Yllanes

Staff Present:

Town Manager
Jay Harrington

Town Clerk
Cathy Derby

Finance Director
Renae Gustine

Town Attorney
Tam Udall

Public Works Director
Kevin Schorzman

CONSENT AGENDA

- Accounts Payable totaling: $3,138,483.80
- BOT 6/11/2019 Regular Meeting Minutes
- Art Gallery Permit Renewal – Carbondale Arts
- Tasting Permit Application – Sopris Liquor
- Retail Marijuana Infused Products Renewal License – Colorado Product Services
- Retail Marijuana Store Renewal License- Colorado Product Services
- Retail Marijuana Cultivation Renewal License – Colorado Product Services

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

6 yes votes: Richardson, Bohmfalk, Silverstein, Sparhawk, Kitching, Henry
PERSONS PRESENT NOT ON THE AGENDA

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

TRUSTEE COMMENTS

Trustee Sparhawk told the Board that she attended the Colorado Municipal League (CML) conference. She attended sessions on leadership, engaging constituents and transportation. She also talked to AARP representatives and they told her that they know the members of the Carbondale Age-Friendly Community Initiative (CAFCI).

Trustee Sparhawk also attended the Third Street Center Board meeting. She stated that Kevin Schorzman met with Colin Laird to discuss the Third Street Center’s parking lot pot holes. The Town is going to dump some extra asphalt on the potholes from another project.

Trustee Sparhawk stated if the Town is ever in the position to donate a truck the Third Street Center could use one.

Trustee Henry stated that she also attended the CML Conference where she gave a presentation on the VCAP process. Her co-speak is from Cortez and she said that they have some fun ideas and she suggested staff should have a conversation with them.

Trustee Henry also attended the Environmental Board (Eboard) meeting. They had a briefing on Dandelion Day. She stated that the Eboard wants direction on making the event sustainable. Trustee Henry requested that a Dandelion Day discussion be placed on a future agenda.

Trustee Silverstein stated that Senior Matters is in need of volunteers. Trustee Silverstein attended a fundraiser for a community member.

Trustee Kitching stated that she volunteered for Ride the Rockies and the Basalt Mountain Re-Seeding Project. There is a lot of undergrowth taking place. She also attended the Garfield County Economic Development Partnership meeting. They went to the Rifle Airport and discussed how it contributes to the Garfield County economy.

Trustee Kitching stated that she participated in the Upper Crystal River High Water Tour, the bank was full last week.

Mayor Richardson stated that he attended the Senior Housing BBQ. He thanked the Fire Department for providing and cooking the meal. He also thanked the Fire Department for putting out the recent structural fires so quickly. Mayor Richardson told the Board that he attended the RFTA Retreat where they cleaned up their Strategic Plan.
ATTORNEY’S COMMENTS

The Attorney did not have any comments.

2018 AUDIT

Paul Backes and Kelsey Cramer of McMahan and Associates presented the 2018 Audit.

Paul explained the audit process. The balance of the General Fund is $2,889,546; it increased by $250,786. The balance of the Town’s total funds is $9,600,589; they increased by $803,088. The General Fund has a 93% balance which is well within the 75% reserve.

Paul recommended the Town update its Investment Policy. He also commented that management budgets conservatively.

Mayor Richardson thanked staff for their diligence in creating the budget.

Trustee Silverstein made a motion to accept the 2018 Audit. Trustee Kitching seconded the motion and it passed with:

6 yes votes: Sparhawk, Henry, Richardson, Kitching, Silverstein, Bohmfalk

RESOLUTION NO. 7, SERIES OF 2019 – UPDATING THE INVESTMENT POLICY

Renae explained that the Town adopted an Investment Policy in 1991 and it hasn’t been updated since. The biggest change is the policy had a 50% limit to any one institution. Resolution No.7 reduces the limit to 40% so we have more flexibility and can earn more interest.

Trustee Silverstein made a motion to approve Resolution No. 7, Series of 2019 – Updating the Investment Policy. Trustee Sparhawk seconded the motion and it passed with:

6 yes votes: Henry, Bohmfalk, Kitching, Richardson, Sparhawk, Silverstein

AGE FRIENDLY COMMUNITY DESIGNATION DISCUSSION

Niki Delson, Judy Blanchard, and Ron Kokish, representing the Carbondale Age Friendly Community Initiative (CAFCI), were present at the meeting. Nicki explained that CAFCI would like to apply to AARP for Age Friendly Community designation. She noted that the designation comes with many benefits including access to grants and consultants, assistance with surveys, etc. CAFCI is asking the Board to send a letter to the AARP Colorado State Director supporting the application.

Discussion ensued.
Trustee Silverstein noted that they are not asking for funding.

The Board expressed their appreciation for the work CAFCI is doing.

Trustee Henry asked if AARP feels that we have a good chance for acceptance. Niki answered yes, they are intrigued by our model because most applications come from agencies.

Mayor Richardson opened the meeting to public comment.

Sue Zisslis stated that improving accessibility comes with little to no cost, it’s just a matter of a little tweaking. She stated that we have to remember that not everyone has the same abilities.

John Hoffmann stated that the Town will need to do additional things for seniors but it will benefit everyone. The Board stated that they are aware and agree that the Town will be participating in senior projects in the future.

Trustee Kitching made a motion to approve Mayor Richardson signing a letter endorsing CAFCI’s application to achieve AARP Age Friendly Community designation. Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Sparhawk, Bohmfalk, Kitching, Richardson, Henry, Silverstein

CONTINUED PUBLIC HEARING – P & C EXPRESS AND DURANGO ALTERNATIVES MEDICAL MARIJUANA CULTIVATION LICENSE APPLICATIONS

Applicant: CMED, LLC
Location: 615 Buggy Circle

Staff explained that the public hearing was continued because CMED, LLC failed to identify and provide documentation on their local agent. They have since provided the documentation and identified the local agent as Dan Halwix who resides in Glenwood Springs.

Staff noted that CMED will not be increasing the size of their cultivation. Rather, they will be re-allocating the space between the four grows so they will be in compliance with the State’s vertical integration laws for medical marijuana dispensaries and medical marijuana cultivations. If the Board approves the two licenses the Town will reach its three cap limit for medical cultivations.

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

Trustee Bohmfalk made a motion to approve P&C Express’ and Durango Alternatives’ Medical Marijuana Cultivation License Applications. Trustee Sparhawk seconded the motion and it passed with:
6 yes votes: Bohmfalk, Kitching, Richardson, Henry, Silverstein, Sparhawk

COLORADO COMMUNITIES FOR CLIMATE ACTION (CC4CA) POLICY STATEMENT DISCUSSION

Trustee Sparhawk gave the Board an updated CC4CA updated Policy Statement for 2019 – 2020. Jay noted that the new Investment Policy, approved earlier in the evening, doesn't address divestment from fossil fuel-related investments as suggested in the Policy Statement.

The Board did not have any additions or changes; they gave Trustee Sparhawk permission to speak at the CC4CA Policy Statement meeting on the Town's behalf.

ADJOURNMENT

The June 25, 2019, regular meeting adjourned at 8:30 p.m. The next scheduled meeting will be held on July 9, 2019, at 6:00 p.m.

APPROVED AND ACCEPTED

________________________________________
Dan Richardson, Mayor

ATTEST:

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

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for Allegria, Pasta, Salad and Vino at 335 Main Street

Date: June 20, 2019

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

Andreas Fischbacher / Applicant

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

I recommend the approval for the liquor license renewal.
ALLEGRIA
335 MAIN STREET
CARBONDALE CO 81623

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licensee Name
ALLEGRIA PASTA SALAD VINO LLC

Liquor License #
03-00159

License Type
Hotel & Restaurant (city)

Sales Tax License #
27118671

Expiration Date
09/24/2019

Due Date
08/10/2019

Operating Manager
A. Fischbach

Date of Birth

Home Address
Carbondale, CO 81623

Manager Phone Number
970-379-7303

Email Address

Phone Number
9703797303

Street Address
335 MAIN STREET CARBONDALE CO 81623

Mailing Address
335 MAIN STREET CARBONDALE CO 81623

1. Do you have legal possession of the premises at the street address above? ☑ YES ☐ NO
   Is the premises owned or rented? ☑ Owned ☐ Rented* "If rented, expiration date of lease_1/4/2020

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

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

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

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

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

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

Type or Print Name of Applicant/Authorized Agent of Business
ANDREAS FISCHBACH

Signature

Date
6/15/2019

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

Local Licensing Authority For

Signature

Title

Date

Attest

Signature

Title
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for Roosters

Date: June 27, 2019

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

Mladen Todorovic / Owner

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.
Submit to Local Licensing Authority

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Licensee Name
ENVIA GROUP LLC

Doing Business As Name (DBA)
ROOSTERS

Liquor License #
47-10161

License Type
HJR

Sales Tax License #
47-10161

Expiration Date
7/10/2019

Due Date
5/25/2019

Business Address
348 MAIN STREET, CARBONDALE CO 81623

Cell Phone Number
(970) 520-2181

Mailing Address
348 MAIN STREET, CARBONDALE CO 81623

Email
HJADEN@ROOSTERSCARBONDALE.COM

Operating Manager
HADEN TOPOROWICZ

Date of Birth
Phone Number

Home Address
ASPER CO 81611

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

Are the premises owned or rented? □ Owned □ Rented* “If rented, expiration date of lease 5/30/2023

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes No

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

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

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

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

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

Type or Print Name of Applicant/Authorized Agent of Business
HADEN TOPOROWICZ

Title
OWNER

Signature

Date
6/25/19

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.

Local Licensing Authority For

Signature

Title
Attest

Date

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 Mary’s Main Street Spirits Liquor Store

Date: July 3, 2019

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

Mary Beth Bos

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.
MARY'S MAIN STREET SPIRITS
389 MAIN STREET
CARBONDALE CO 81623

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

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<th>Licensee Name</th>
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<td>MARY'S MAIN STREET SPIRITS</td>
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<th>License Type</th>
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<tr>
<th>Operating Manager</th>
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<tr>
<td>Mary Bos</td>
<td></td>
<td>Carbonada, CO 81623</td>
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<table>
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<tr>
<th>Manager Phone Number</th>
<th>Email Address</th>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Street Address
389 MAIN STREET CARBONDALE CO 81623

Mailing Address
389 MAIN STREET CARBONDALE CO 81623

1. Do you have legal possession of the premises at the street address above? YES NO
   Is the premises owned or rented? □ Owned □ Rented* If rented, expiration date of lease May 31, 2020

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Type of Print Name of Applicant/Authorized Agent of Business</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Beth Bos</td>
<td>Owner</td>
</tr>
</tbody>
</table>

Signature
Mary Beth Bos

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

Local Licensing Authority For

Signature

Title

Attest

Date

5/31/2019
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Consent Agenda Item Attachment G

Meeting Date: July 9th, 2019

TITLE: North Face Pickleball Courts RFP evaluation process, bid awards and excavation construction contract

SUBMITTING: Eric Brendlinger, Parks & Recreation Director

ATTACHMENTS: Construction Contract for North Face Park Pickleball Courts Excavation Phase Scoring template of the evaluation matrix

PURPOSE: A Request for Proposal for the North Face Park Pickleball Court excavation and a second RFP for the court construction were advertised in June 6th and sealed bids were opened on June 21st, 2019. The Town received six submittals for the excavation RFP and two submittals for the court construction RFP. The stakeholders reviewing the submittals included, Town of Carbondale Parks & Recreation Department and the Town of Carbondale Public Works department with input from the Roaring Fork Pickleball Association. We are seeking board approval to enter into a contract with the low bidder for the excavation project. We selected the low bidder for the court construction process so an additional construction contract will be on the consent agenda at the next BOT meeting.

BACKGROUND: The excavation was a cost schedule bid process and the court construction was a lump sum bid process. The six proposals received for the excavation project and the bid amounts were as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Bid Amount</th>
<th>Evaluation Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Screamin Eagle Trucking &amp; Excavating, Inc.</td>
<td>$53,640</td>
<td>75</td>
</tr>
<tr>
<td>2. Aspen Digger, Inc.</td>
<td>$88,910</td>
<td>86</td>
</tr>
<tr>
<td>3. RA Nelson</td>
<td>$87,367</td>
<td>70</td>
</tr>
<tr>
<td>4. Kuersten Construction , LLC</td>
<td>$100,377</td>
<td>64</td>
</tr>
<tr>
<td>5. CW Construction</td>
<td>$80,900</td>
<td>46</td>
</tr>
<tr>
<td>6. Phoenix Industries, Inc.</td>
<td>$88,687</td>
<td>39</td>
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</table>

The two proposals for the pickleball court construction and their amounts:

1. Evergreen Tennis Courts, Inc.  | $212,600  |
2. RA Nelson (with Renner as sub)  | $319,448  |

Upon review of the overall scores, stakeholder feedback, lump sum pricing evaluation, reference checks and confirming timelines, Screamin Eagle Inc. was selected to conduct the excavation and Evergreen Tennis Courts, Inc. was selected to conduct the court construction.

RECOMMENDATION:
Staff would recommend approval of the bid awards and the contract with Screamin Eagle Excavation.

Prepared By: Eric Brendlinger, Parks & Recreation Director

JH
Town Manager-Jay Harrington
TOWN OF CARBONDALE  
CONSTRUCTION CONTRACT AGREEMENT  
NORTH FACE PARK PICKLEBALL COURT EXCAVATION PROJECT

THIS AGREEMENT ("Agreement") is made this___ day of ________, 2019, between the "Town of Carbondale, Colorado" ("Town"), and "Screamin’ Eagle Trucking & Excavating, Inc.", a Colorado corporation ("Contractor").

Recitals

WHEREAS, this Agreement sets forth the terms of agreement between Town and Contractor for the excavation phase of the North Face Park Pickleball Court Project on Town property at the North Face Park, which is owned by the Town and located in Garfield County, Colorado (the "Work"); and

WHEREAS, Contractor has submitted a bid to the Town in the amount of $53,640 to perform the scope of the Work, which was derived using a lump sum for mobilization and surveying and estimated quantities for excavation and options for materials to be used; with actual compensation based on the actual amount of excavation performed and the actual amount of Class 6 ABC used (referred to as the Schedule of Costs; see Exhibit A); and

WHEREAS, all materials, labor, equipment and other costs necessary to complete the Work as specified, which are not specifically listed, will not be compensated directly but are included in the unit costs of the Contractor’s schedule-of-costs bid. Discrepancies between the Total Cost listed and the mathematical product of the Unit Cost times the Estimated Quantity listed will be resolved to the favor of the mathematical product of the Unit Cost times the Estimated Quantity; and

WHEREAS, the Town desires to accept this Contractor’s bid for the excavation phase of the North Face Pickleball Court Project, and to authorize Contractor to proceed with the Work subject to the contractor signing this agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties further agree as follows:

1. The Contractor shall perform the work described in Exhibit A (Contractor’s submitted proposal for excavation work according to the project schedule of costs and the language in the Town’s Request for Proposals (RFP)) and follow the Town’s requests and requirements described in Exhibit B (Town’s Notice of Request for Proposal and addendums, which includes a performance and payment bond) for the completion of the Work, in accordance with the proposal submitted by the Contractor dated June 21, 2019 which is incorporated herein by this reference,
except to the extent that said proposal is in conflict with or is modified by this Agreement, in which case the provisions of this Agreement shall control.

2. The Town shall pay the Contractor the sum of the four items listed in the project schedule of costs in Exhibit A. Contractor acknowledges that, although this Agreement is a schedule-of-costs contract, the Town has only appropriated this sum for the Excavation Phase of this project, and that the Town may terminate this Agreement should the total price for the Work exceed the bid sum of $53,640 unless the Town, in its discretion, determines to appropriate additional funds towards this phase of the project. Payments for the work shall be made as set forth in Exhibit C. The standard of care for all excavation services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by excavation professionals. If at any time during the Work the Town is dissatisfied with the services of Contractor for any reason whatsoever, the Town may terminate this Agreement effective immediately upon the delivery of written notice to Contractor. In the event of any such termination, the Town shall pay Contractor for services rendered to the date of termination.

3. The Work will commence upon the confirmation that the Town has approved the Agreement, appropriated all funds necessary to complete the project, and issued a written notice to proceed with construction.

   a) In order to complete the Work, the Contractor shall provide all necessary construction surveying, supervision, construction equipment, labor, materials, parts, supplies, tools, subcontracted items and equipment for the site preparation and grading for the pickleball courts in accordance with the contents of the RFP.

   b) The Contractor shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work. Contractor will construct the facility according to the construction documents and provide all required surveying, construction observation and testing services.

   c) Contractor will provide a complete closeout of the project including a punch list development and a written warranty shall be provided to the Town at the completion of the contract.

5. Contractor shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement. The Town shall be afforded access to all the Contractor's records relating to this Agreement for the work.

6. The Contractor hereby acknowledges that any plans and specifications that are submitted to the Town will be sufficient to have enabled the Contractor to generally determine the cost of the work, and that the plans and specifications will also be generally sufficient to enable the Contractor to construct the Work outlined therein in accordance with all applicable regulations,
laws, and statutes, and otherwise to allow Contractor to fulfill all of its obligations under this Agreement, subject to minor modifications and revisions that may be required to clarify the plans and specifications or changes that may be due to unforeseen circumstances.

7. Contractor shall verify existing conditions of the project site and verify site dimensions. When the Excavation Phase proceeds, Contractor shall provide temporary fencing for all contractor owned materials and equipment to secure the site from vandalism. Town will provide temporary fencing to secure the site from public access, but this will not be a secure fence for equipment or product storage.

8. The Work shall commence upon all parties signing this Agreement and is expected to be completed by August 31, 2019.

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

10. Contractor will also obtain, pay for and maintain the coverage and amounts of insurance coverage not less than those below and will provide the Town with certificates issued by insurance companies satisfactory to Town to evidence such coverage prior to the commencement of any of the Work, and upon renewal or change in any such policy. The Town shall be named as an additional insured on all such policies. Contractor will procure and maintain the following types of insurance at limits no less than stated below:

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

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

   c) Commercial General Liability Insurance with an installation floater in an amount not less than $1,000,000 per occurrence, specifically insuring Contractor's indemnification obligation under this Agreement.
d) Professional Liability Insurance with coverage limits of $1,000,000 per occurrence/$2,000,000 aggregate.

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

11. The Town, without invalidating this Agreement, may order changes in the work, consisting of additions, deletions or other revisions. All changes in the work shall be authorized only by written change order signed by the Town and Contractor. All directives for any changes requested from the Town or any Town’s Representative shall be issued in writing to the Contractor from the Town or the Town’s authorized representative. No work on any change shall be performed on a verbal directive. A change order signed by the Contractor indicates his agreement therewith, including the adjustment of the contract sum. Change orders may be signed and transmitted by facsimile transmission. A copy of the change order, when signed by the parties, shall have the same effect as an original. The Contractor shall determine, and notify the Town in writing, of all changes in the work that shall increase or decrease the cost of the work. No Work shall proceed on any change in the contract documents without the written consent or approval of the Town.

12. The subcontracting of any of the work shall not relieve Contractor of any of its liabilities or responsibilities under the contract documents. Contractor shall make prompt payment to its subcontractors for work performed and/or materials supplied. Any retainage on payments due subcontractors shall be made only after Contractor consults with the Town and obtains the Town’s prior written consent and approval.

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

14. Issuance by the Town of a certificate of substantial completion in accordance with the approved plans and any subsequent change orders shall constitute substantial completion of the work by the Contractor, subject only to completion of punch list items. Final payment shall include all sums due to the Contractor except for the cost of completing punch list items which may be retained until such items are completed. Final payment shall be made within thirty (30) days of the date of issuance of the certificate of substantial completion, provided that the Town may withhold up to three (3) times the value of the remaining punch list items until final punch list items have been completed. At the time of final payment for the work performed pursuant to this agreement, the Contractor shall deliver to the Town a final lien waiver. Final payment shall be made only after this Agreement has been fully performed by the Contractor and the Town has accepted the Work.

15. The Town may elect to designate its contracted engineering firm, Roaring Fork Engineering, Ltd., a Colorado limited liability company. ("RFE") to act as a Town representative. RFE may be periodically present at the site during the Work to be performed by the Contractor. RFE shall have the right to inspect and approve the Work performed under the terms of the contract. RFE shall have the right to investigate and satisfy itself regarding the progress and quality of the work performed and to determine if the work is being performed in a manner consistent with the contract. RFE will advise the Contractor of any work that it believes is not being performed in accordance with the contract. However, failure of the RFE representative to advise of non-conforming work shall not relieve the Contractor of the obligation of undertaking and completing the work as set forth in this agreement. RFE shall not give directions or instruct the Contractor's subcontractors, nor shall it have any authority to direct the Contractor's subcontractors. Any correspondence between RFE and the Contractor's subcontractors and vendors shall be through written directive given to the Contractor.

16. The Contractor hereby grants to the Town for a period of two (2) years following the date of issuance of a certificate of substantial completion, its unconditional warranty of the quality and adequacy of all the work including, without limitation, all labor, materials, and equipment provided by the Contractor and its Subcontractors in connection with the Work. The Contractor shall obtain a similar warranty (see Exhibit D) in favor of the Town from all Subcontractors, but such warranties will not relieve Contractor of its responsibilities. Upon completion of the Work, the Contractor shall assign or cause to be assigned to the Town all manufacturers', suppliers' and other warranties with respect to all Work, including, without limitation, all materials and equipment which are to be incorporated into the project premises. The Contractor shall promptly make any repairs or replacement of work under this warranty to the Town's satisfaction.

The express warranty in this Section 16 is in addition to any implied warranties at law. The Contractor's Warranty hereunder shall exclude remedy for damage or defect caused by
abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operations, normal wear and tear, and normal usage.

17. Any notice required hereunder may be given by facsimile transmission, personal service, express delivery, or certified mail. Notice shall be deemed to have occurred on receipt of fax or delivery by any other method set forth in this paragraph.

18. The Contractor will have personnel on the job site to personally supervise the work and shall be present as long as needed each day to ensure that the Work is properly performed. The Contractor and the Town shall have weekly project meetings which shall include discussion of the Work that has been completed, the Work that is underway and any issues that may have arisen or might arise in the future, affecting cost, quality, or schedule of the Work. The Contractor will consult with the Town as far in advance as reasonably possible regarding any choice the Town must make, in order to allow adequate lead time in obtaining materials, scheduling, or contracting for Work. In addition, the Contractor will contact Town by telephone or e-mail regarding any problems or development that requires prompt attention.

19. Contractor also agrees to be bound by the terms of Addendum A as related to compliance with Colorado immigration laws, which addendum is incorporated by reference.

20. All work performed by the Contractor shall be performed in a workmanlike manner, pursuant to industry standards and all applicable Carbondale Municipal Code provisions, and subject to Town’s satisfaction and approval. The Contractor shall clean up all debris generated by its work and shall keep mud and other construction debris from the parking lot at the North Face Park and near the site. Contractor shall also perform as follows:

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

b) Contractor warrants to the Town that all materials and equipment incorporated in the Work will be new unless otherwise specified in the contract documents, that all work and materials will be free from faults and defects not inherent in the quality required or permitted under the contract documents, and that all work and materials will be in conformance with the contract documents and all applicable requirements of local building codes and zoning requirements and all federal,
state and local rules, regulations, orders, statutes and ordinances. Any work not conforming to these requirements shall be considered defective. In addition, any professional and/or consulting services performed by Contractor in connection with the Work shall be performed by Contractor in accordance with the highest generally accepted national standards of care, skill, diligence and professional competence applicable to Contractor.

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

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

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

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

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

21. In the event that the Contractor identifies any opportunity to improve on plans or specifications in order to make construction better or less expensive, it will bring such opportunity to the Town’s attention as part of said weekly report whether or not approved by the Town.

22. In the event that the Town identifies any opportunity to secure donations or contributions of materials, equipment, labor, and/or campground housing for Contractor, in order to make construction less expensive for the Contractor, the Town will bring such opportunity to the Contractor’s attention. Any savings in Contractor expenses will result in a written change order, with a mutually agreed dollar value, to be deducted from the original bid price and applied towards additional expenses of the Contractor and/or of the Town associated to the Work.

23. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this contract; the accounting and control systems shall be satisfactory to the Town. The Town and the Town’s accountants or auditors shall be afforded prompt access to any of the Contractor’s records relating to this contract and the Contractor’s commitments hereunder. The Contractor shall preserve these records for a period of one year after final payment.

25. The Town shall not be responsible for, and will not have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and shall not be responsible for the Contractor’s failure to carry out the work in accordance with this Agreement and related contract documents. The Town shall not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees or any other persons performing any of the work. Neither the Contractor, Contractor’s Subcontractors, nor any subcontractor of Contractor’s Subcontractors shall be responsible for or have control or charge over the acts or
omissions of the Town or any of its agents, employees, business invitees, volunteers or any visitor of Town at the site.

23. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This Agreement is also contingent upon annual budgeting by the Town of Carbondale and it shall be construed as a multi-year financial obligation of the Town.

24. If the Contractor is unreasonably delayed at any time in the commencement or progress of the Work by an action or inaction of the Town or by changes ordered by the Town in the Work, or other causes beyond the Contractor’s control, which delay causes the Contractor to incur additional costs, the parties will attempt to agree on an adjustment of the contract price by written change order.

25. Except as limited by this Agreement, in the event of default by either party, the other party shall have all rights and remedies available at law or in equity.

26. Time is of the essence hereof. In the event that either party hereto waives a breach of this agreement by the other party, such waiver shall not be deemed to be or be construed a waiver of any subsequent breach of the terms hereof.

27. If Contractor does not fully comply with the terms of this Agreement or the other contract documents, then the Town may, without prejudice to any other right or remedy and after giving Contractor seven (7) days prior written notice and opportunity to cure the breach, terminate the services of Contractor. The Town may also, at any time, terminate for its own convenience any remaining Work for any reason whatsoever by giving written notice to Contractor specifying the part of Work to be terminated and the effective date of termination. If any part of the Work is so terminated, Contractor shall be entitled to payment for actual costs directly related to Work performed by Contractor prior to termination or in terminating such Work, including cancellation charges of subcontractors and material suppliers, provided such Work is authorized by Town, but not for any other compensation or damages of any kind. In the event of termination, the Town may offset against any sum due Contractor under this Agreement the amount of any obligations of Contractor to the Town, whether or not arising out of this Agreement.

28. This Agreement shall be construed, interpreted and governed by the laws of the State of Colorado. In the event that legal proceedings are instituted by either of the parties for enforcement of this agreement, such proceedings shall be brought in the Garfield County District Court unless the parties jointly agree to submit the dispute for resolution by mediation or arbitration. The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to an award of costs and reasonable attorney’s fees.

29. The parties agree and acknowledge that both parties have participated in the negotiation and drafting of this Agreement and no presumption shall exist in favor of either party hereto. This agreement shall not be construed against either party merely because of said party’s drafting of this Agreement.
30. This Agreement shall be binding upon the parties hereto, their successors and assigns. This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties and may be altered, amended or repealed only by duly executed written agreement.

31. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same document when signed separately by all parties. A copy of this agreement when signed shall have the same effect as the original. The parties' signatures on a copy hereof transmitted by facsimile shall be sufficient as if an original signature.

CONTRACTOR: SCREAMIN Eagle Trucking & Excavating, Inc.
32597 HWY 6 & 24
Silt, CO 81652
By: ____________________________
   Brenda Shuster-Office Manager

TOWN: TOWN OF CARBONDALE, COLORADO
511 Colorado Avenue
Carbondale, CO 81623
Fax No. (970) 963-9140
Phone No. (970) 510-1277
ebrendlinger@carbondaleco.net

By: ____________________________
   Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town of Carbondale Clerk & Recorder
Contract Exhibits:

- **Addendum A**: Work by Illegal Aliens Prohibited
- **Exhibit A**: Contractor’s Proposal & Schedule of Costs – Dated June 21, 2019
- **Exhibit B**: Town’s Request for Proposals (RFP)
- **Exhibit C**: Payment schedule and terms for payments under this contract
- **Exhibit D**: Subcontractor Warranty
Town of Carbondale
Addendum A to Construction Contract

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., et. seq., as amended, Contractor warrants, represents, acknowledges, and agrees that:

1. Contractor does not knowingly employ or contract with an illegal alien.

2. Contractor shall not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Contractor has participated in or attempted to participate in the basic pilot employment confirmation program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, “Basic Pilot Program”) in order to confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States. If Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Town written confirmation of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall confirm such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.

4. Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

   (a) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

   (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

7. If Contractor violates this Addendum, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

CONTRACTOR: SCREAMIN Eagle Trucking & Excavating, Inc.
32597 HWY 6 & 24
Silt, CO 81652

By: __________________________

Brenda Shuster-Office Manager

Dated: ________________________
Exhibit A

North Face Park Pickleball Court Excavation Project

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Screamin' Eagle Trucking & Excavating
Address: 32597 Hwy G  City/State: Silt, CO  Zip: 81652
Contact Person: Bob  Title: Operations Manager  Phone: 970-319-3268
Authorized Representative's Signature: [Signature]
Printed Name: Bob Padlison  Title: Operations Manager  Date: 6.21.19
Email Address: bobe@screamin eaglescorp.com

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North Face Pickleball Courts Excavation Project
Schedule of Costs

<table>
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<tr>
<th>Item</th>
<th>Unit</th>
<th>Estimated Quantity</th>
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<td></td>
<td></td>
<td></td>
<td><strong>53,640</strong></td>
</tr>
</tbody>
</table>

Quantities listed for Excavation and Class 6 ABC are estimated quantities. Compensation will be based on actual amount of Excavation performed and the actual amount of Class 6 ABC used. These four items will be the basis of final payment to the contractor. All materials, labor, equipment and other costs necessary to complete the project as specified, which are not specifically listed, will not be compensated directly and should be included in the unit costs above. Discrepancies between the Total Cost listed and the mathematical product of the Unit Cost times the Estimated Quantity listed will be resolved to the favor of the mathematical product of the Unit Cost times the Estimated Quantity.

Company: Screamin' Eagle Trucking & Excavating

Address: 32547 Hwy 6 Silt, CO 81652

Phone: 970-319-2268

Name: Bob Dondson

Title: Operations Manager

Signature: [Signature]

By signing and submitting this schedule of costs, the above-named individual certifies that they are authorized to submit this form on behalf of the above-listed company.
RE: North Face Pickleball Court
Excavation Project

Screamin’ Eagle Trucking & Excavating Inc
32597 Hwy 6 & 24 Silt CO 81652
970-876-2800
EIN: 27-0441342
Incorporated 2009 – S Corp Status
Our Capability Information is included below

Organization:
✓ Screamin’ Eagle Trucking & Excavating was established in 2006. Screamin’ Eagle has expert qualifications in Trucking & Construction. We have extensive experience constructing oilfield locations, completing reclaimations and road construction. Private dirt moving, pond and ditch construction; hauling Aggregate, with belly dumps, end dumps, dump trucks and palatized commodities with flat beds

Past Performance:
✓ In 2018 we completed the re-construction of the Multi Trina Ditch which blew out due to flooding, the ditch was reinforced to hold water; this project was $27000 plus additional materials.
✓ We constructed a pond in Debeque Co for a private land owner this project was $15,000 this was completed in
✓ June 2018-Present We have completed multiple Foundations for a home builder in Grand Junction Colorado
✓ Pinnacle Homes.
✓ We completed work for the USFA on a fire control project in August 2017, this project was $25000. We restructured a 20 + Acre field to allow for drainage and new growth of straw. The field had failed to produce the previous year, manure was mixed with top soil to make supple ground; this job was $13400.

References:
✓ Bill Grace _ Pinnacle Homes 970-986-0700
✓ Ben Shuster – Lion Construction & Paving LLC 970-230-0661
Currenty contracted with Lion Construction to haul Asphalt as needed for various projects locally, we also partner on large construction projects.
✓ Garfield County
As needed trucking services for last 3 years for Garfield County.

Personnel:
✓ . Rondie Donelson, Operator and Job Supervisor 15 + Years of Experience

✓ Kevin Neptune, Operator and Job Supervisor – Over 25 years of Experience

✓ Branton Brown 8 years of Operating Grading Experience.

Subcontractors:
✓ Peak Surveying from Rifle CO will be conducting the surveying and as – built
✓ Huddleston – Berry Engineering will conduct compaction testing
Scheduling and Milestones

✓ Day 4 Excavating Subgrade completed
✓ Day 9 importing class 6 material and compaction
✓ Day 11 Completion of Project
Construction Contract Agreement

*Description of Work: Contractor shall provide the described work as shown on the notice of request for proposal including site preparation for six (6) new pickleball courts.

*Materials and Labor: Contractor shall provide and pay for all labor and equipment including tools. All materials shall be good quality and new.

*License, Permits and Insurance: Contractor shall obtain all required permits, and provide proof of General Liability Insurance and Workers Comp insurance.

*Contractor shall perform the work in a workman like manner and in compliance with all applicable federal, state, and local laws.

*Contractor warrants that the work shall be in accordance with the contract documents and free from material structural defects. Contractor shall redo or repair any work not in accordance with the contract documents, or any defects caused by faulty materials or equipment in workmanship for a period of 1 year from date of completion.
References and Description of Work

*Equipment to be used: John Deer 772 Grader used for excavation and clearing the area; Loader to load material into trucks; 135 excavators to remove trees; CAT vibratory compactor and Wacker. Ground will be cleared, and subgrade prepared and compacted in lifts – electronic laser will be used to set and check grade. Material will be imported and compacted in lifts in preparation for concrete.

*We have completed multiple foundations over the past year for Pinnacle Homes in Grand Junction Colorado these include excavation for the foundation and prep work for concrete slab on grade. Bill Grace owner of Pinnacle homes can be reached at 970-986-0700

*Screamin Eagle just completed a grading project at DNOW in Rifle Colorado we cleared the top- soil and imported 6 inches of roadbase to make an area for truck turnaround and parking. This job was contracted to us by Lion Construction & Paving Ben Shuster can be reached at 970-230-0661

*Screamin Eagle cleared 100 acres for a hemp field in spring of this year for SIRxH Farms

Raphael Fasi can be reached at 559-284-5893
Exhibit B
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

REQUEST FOR PROPOSAL
COVER SHEET

Date: June 6, 2019
Proposal Title: North Face Park Pickleball Court Excavation Project.
Proposals will be received until: June 21st, 2019
4:00 p.m., MDST
Town Hall
511 Colorado Avenue
Parks & Recreation Director’s Office
Carbondale, Colorado 81623
Goods or services to be delivered to or performed at: Town of Carbondale
For more information please contact Eric Brendlinger: 970-510-1277 (office)
Email Address: cbrendlinger@carbondaleco.net
Documents included in this package: Request for Proposal Cover Sheet
Request For Proposal Document
Appendix:
- Excavations Grading Plan
- Site Plan
- Subsurface Conditions Report
(For informational purposes only)
HP Geotech North Face Park In-line Rink 2002
HP Geotech North Face Park Skate Park 2003

If any of the documents listed above are missing from this package, they may be picked up at Carbondale Town Hall, 511 Colorado Avenue, Parks & Recreation Department.
NOTICE OF REQUEST FOR PROPOSALS

Carbondale, Colorado
North Face Pickleball Courts Excavation Project

INTRODUCTION
The intent of this REQUEST FOR PROPOSAL (RFP) is to obtain proposals from qualified persons, firms, or Corporations, hereafter referred to as "Contractor", to provide excavation and earthwork services in the North Face park to construct the subsurface for a pickleball court so that a separate court contractor can build a post tensioned concrete slab with a pickleball court overlay and perimeter fencing for the North Face Pickleball complex for the Town of Carbondale, Colorado.

The Town of Carbondale intends to enter into a contract with the selected Contractor to allow for excavation and earthwork services for the subgrade for the pickleball court facility. Specific services include but will not be limited to construction surveying; excavation and disposal of the existing topsoil; import, placement and compaction of Class 6 ABC; and grading to within the specified tolerances. The selected Contractor will be required to enter into a standard Town of Carbondale contract for this work.

Available site location information, that includes an “Existing Conditions Survey”, a preliminary “Site Plan” where the pickleball facility will be constructed, and a “Subsurface Conditions Report” are all included in the exhibits attached to this RFP.

The delivered subgrade product square foot size is 11,316 square feet (93’ x 123’) for the fenced perimeter with a 10-foot construction zone limit allowing for site excavation size to be up to 13,699 square feet (103’ x 133’). The specifications for the subgrade are detailed in the scope of work below.

INQUIRIES
All inquiries relating to this request should be made to: Eric Brendlinger, Parks & Recreation Director, at (970) 510-1277 or at: ebrendlinger@carbondaleco.net

SUBMITTAL DATE & LOCATION
All proposals must be received by Eric Brendlinger, Parks & Recreation Director, Town of Carbondale, 511 Colorado Avenue, Carbondale, CO 81623 prior to 4:00 p.m. MDST, June 21, 2019. Proposals must be submitted in a sealed envelope plainly marked "REQUEST FOR PROPOSAL -NORTH FACE PICKLEBALL COURTS EXCAVATION PROJECT".

CONDITIONS OF PROPOSAL SUBMITTAL
All proposing Contractors will comply with all conditions, requirements, and specifications contained herein; any departure may constitute sufficient cause for rejection of the proposal. A duly authorized official of the proposing Contractor submitting the proposal must sign the proposal. All aspects of the proposal shall be valid for a period of ninety (90) days following the deadline for the receipt of the proposals.

The Town of Carbondale reserves the right to reject any and all proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal, and to award the proposal to the most responsive and responsible proposing Contractor as deemed in the best interest of the Town of Carbondale. The Town of Carbondale will not return proposals, or other information supplied to the Town, to proposing Contractors.

All proposals become public record and become subject to inspection. All materials submitted regarding this solicitation become the property of the Town of Carbondale. The Town shall have the right to use all ideas and adaptations of ideas contained in proposals received. Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the submitter and can’t be charged to the Town of Carbondale.
EVALUATION OF PROPOSALS
Administrative staff of the Town of Carbondale, and representatives from the Roaring Fork Pickleball Association will evaluate all proposals. Proposals will be evaluated based on the Evaluation Criteria noted herein. The evaluation will include a review of the proposal submitted, including a fee schedule for all aspects of the project, and the final bid amount. The Contractor selected for the award will be chosen based on the apparent greatest benefit to the Town regarding the sub-grade of the pickleball facility.

PROPOSAL SUBMITTAL REQUIREMENTS
Proposals submitted should contain all information as requested herein and any additional information necessary to summarize the overall benefit of the proposal to the Town of Carbondale.

Proposal submittals should include the following:

1. Cover letter shall be provided stating the name, address, and telephone number of the proposing Contractor, and must bear the signature of the person having the authority to make the proposal for the Contractor and bind the Contractor in a formal contract with the Town.
2. List of excavation and subgrade projects completed by the Contractor.
3. A complete schedule of costs shall be submitted on the attached sheet.
4. Timeline/schedule detailing the project milestones you would anticipate reaching by which date, outlining the specific tasks to be accomplished during the course of the project.
5. List of what portions of the work, if any, will be subcontracted out locally or otherwise.
6. Standard General Contractor warranty information and guarantees for a project of this nature.
7. Resumes of key personnel, including anticipated Site Foreman, Project Manager, and any other key individuals.
8. A list of at least (3) three references in the past two years for which similar subgrades and precision grading services have been provided by the Contractor. Include contact names, addresses and telephone numbers.
9. Any other optional information deemed necessary or important to note by the proposing Contractor.
10. Please provide two (2) copies of the proposal.

SCOPE OF WORK
It is the intent of the Town of Carbondale that the selected Contractor provides all construction services, including all surveying, materials, labor, implements, parts, supplies and equipment for the site preparation and grading for the pickleball courts in accordance with the contents of this RFP. The minimum scope of work is outlined below.

Project tasks include: Surveying, Excavation, and Subgrade Construction and Compaction

SITE PREPARATION: The site shall be excavated and filled so as to provide the grades necessary to allow for the construction of a 2" leveling course and 5" post tensioned concrete slab to the finished grades shown on the plans (i.e. top of finished subgrade should be 0.58' below the finished grade elevations shown on the plans.) The top of the finished subgrade must be between 0.66' and 0.58 feet below the finished grade elevations shown on the plans. This is to be achieved by the following methods: Excavation and disposal of topsoil down to suitable subgrade material (The Contractor is responsible for contacting the Town once they believe they have removed allot the topsoil. In no case shall the Contractor excavate more than 1.5 feet below existing ground surface without first contacting the Town). Import Class 6 ABC and compact in place. Fill material where required, shall be Class 6 ABC and shall be placed in layers not exceeding six inches (6") each in thickness and compacted to ninety-five percent (95%) standard density at optimum moisture.

MATERIALS: Contractor will be responsible for supplying and compaction of CDOT Class 6 aggregate. All water necessary for compaction shall be supplied by the contractor and shall not be compensated for
directly, but shall be included in the Contractor's price for Class 6 aggregate. Payment will not be made for any Class 6 aggregate placed more than 6" outside of the 93’x123’ court footprint.

**CONSTRUCTION LIMITS:** The construction limits are ten feet (10’) outside of the 93’ x 123’ subgrade area on all sides. The Town shall be responsible for sod and irrigation repair and modifications within the construction limits after the project is complete. Contractor shall be responsible for any repairs to the adjoining asphalt tennis courts on the north side, the sidewalk on the west side and the skateboard park on the east side of the project area necessary due to damage from the Contractor’s operations.

**SLOPE REQUIREMENT:** Following construction of the new subgrade, an as-built survey shall be provided to the Town showing that all excavating, filling, compacting, grading, and leveling work required here under was performed so that the surface of the newly constructed subgrade slopes between 1.00% and 1.08% on a true plane, downward toward Meadow Wood Drive, along the 93’ axis of the courts, and that there is less than 0.08’ deviation in grade, from one side to the other, along any line perpendicular to the 93’ axis of the courts.

**CONTRACTOR RESPONSIBILITIES:**
1. Obtain all required permits and contractor licenses (Town of Carbondale permit fees waived).
2. Construct the facility according to the construction documents.
3. Provide all required surveying, construction observation, and testing services.
4. Complete closeout of the project including punch list development. A written warranty shall be provided to the Town of Carbondale at the completion of the contract.

**EVALUATION & SELECTION CRITERIA**
The Selection Committee may consist of the Parks & Recreation Director, Public Works Director, Representatives from the Roaring Fork Pickleball Association. The Selection Committee will review the responses to the RFP and will rank the proposers based on the criteria set forth in this section. The criteria that will be used to evaluate the qualifications of each RFP received include, but is not limited to, the following, in no particular order of importance:

1. Qualifications and experience of the Contractor, as indicated by prior successful completion of similar projects.
2. Qualifications and experience of the key individuals who will be assigned to this project, as indicated by prior involvement in similar projects.
3. Ability of the General Contractor to self-perform the majority of the work.
4. Demonstrated ability to complete the work in a timely manner.
5. Detailed warranty information and quality of warranty.
6. Responsiveness to the needs of the Town both in service cost and in the scope of the services offered.
7. The degree to which the proposal meets or exceeds the terms of the Request for Proposal.

The Town of Carbondale reserves the right to accept or reject any or all submittals received in response to this solicitation, with or without express reasoning. The Town also reserves the right to waive any informalities and/or minor irregularities in submittals received, if deemed to be in the best interests of the Town of Carbondale. Finally, the Town of Carbondale reserves the right to communicate with any bidders in order to clarify any aspect(s) of their submittals.

**INSURANCE**
The Contractor agrees to procure and maintain in force during the term of the contract the following coverage:

1. Worker's Compensation Insurance, as required by the Labor Code of the State of Colorado and Employer's Liability Insurance.
2. Commercial General or Business Liability Insurance ($2,000,000 minimum) with the Town of Carbondale listed as additional insured.
3. Proof of automobile liability, general liability, and umbrella liability must be provided.
4. A Certificate of Insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town of Carbondale prior to the commencement of any services. The completed Certificate of Insurance will be filed with the Town Clerk.

OTHER REQUIREMENTS
The selected contractor will be responsible to provide all the following items related to the sub-grade preparation as a part of their base proposal:

1. Verifications of existing conditions for conflicts prior to beginning work.
2. Verifications of site dimensions.
3. All layout by a person qualified to guarantee dimensions.
4. All trenching backfills and compaction to the required specifications.
5. Unloading, hoisting and spotting of all materials supplied under the contract including the furnishing of any equipment required to do so.
6. Clean-up and disposal of trash daily into a contractor-supplied dumpster.
7. Temporary fencing for contractor owned materials and equipment, a perimeter temporary fence will be supplied by the Town for work site safety but not for security purposes.

The Town of Carbondale will enter into contract negotiations with the highest ranked proposer. However, the Town of Carbondale reserves the right to terminate negotiations with that proposer at any time. The Town additionally reserves the right to negotiate or suspend with one or more proposers at any given time and to reject any or all the proposers, should such action be deemed to be in the Town’s best interest. The Town of Carbondale will negotiate a fee for which the selected Contractor shall perform the Project Scope of Work, and the work shall be performed in accordance with the Town of Carbondale’s contract documents.

PROJECTED TIMELINE FOR PROJECT
Release Request for Proposal: June 6th, 2019
Deadline for Proposals: June 21st, 2019 at 4:00 p.m.
Evaluation of Proposals by Administrative Staff: June 24 & 25, 2019
Interviews of prospective bidders (if needed): June 25 & 26
Approval & Award of Project by staff and stakeholders June 27, 2019
Approval & Award of Contract by Town Board of Trustees: July 9, 2019
Notice to Proceed & Pre-Construction Meeting: Week of July 15, 2019
Project Completed By: End of August 2019

Note: All dates are preliminary and are subject to change.

The Town of Carbondale would like to thank all respondents in advance for the time and energy they will give to submitting a Proposal for the North Face Pickleball Courts Excavation project.
# North Face Pickleball Courts Excavation Project Schedule of Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>LSUM</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surveying</td>
<td>LSUM</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excavation</td>
<td>CUYD</td>
<td>650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class 6 ABC</td>
<td>TONS</td>
<td>1,100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COST:**

Quantities listed for Excavation and Class 6 ABC are estimated quantities. Compensation will be based on actual amount of Excavation performed and the actual amount of Class 6 ABC used. These four items will be the basis of final payment to the contractor. All materials, labor, equipment and other costs necessary to complete the project as specified, which are not specifically listed, will not be compensated directly and should be included in the unit costs above. Discrepancies between the Total Cost listed and the mathematical product of the Unit Cost times the Estimated Quantity listed will be resolved to the favor of the mathematical product of the Unit Cost times the Estimated Quantity.

Company:__________________________________________

Address:__________________________________________

________________________________________________________________________

Phone:___________________________________________

Name:____________________________________________

Title:_____________________________________________

Signature:________________________________________

By signing and submitting this schedule of costs, the above-named individual certifies that they are authorized to submit this form on behalf of the above-listed company.
EXHIBIT C

Schedule of Costs Construction Contract

The Town agrees to pay the Contractor the sum of $53,640 for the Work to be performed under this contract on the Excavation Phase of the North Face Pickleball Court Project. The lump sum for the mobilization and surveying work of $7,800 shall include payment for all costs necessarily incurred in connection with this portion of the scope of work. The unit cost per cubic yard and the Class 6 ABC fill material are submitted as estimated quantities. Compensation will be based on actual amount of Excavation performed and the actual amount of Class 6 ABC used. These four items will be the basis of final payment to the contractor. All materials, labor, equipment and other costs necessary to complete the project as specified, which are not specifically listed, will not be compensated directly and were to be included in the unit costs of the proposal. Discrepancies between the Total Cost listed and the mathematical product of the Unit Cost times the Estimated Quantity listed will be resolved to the favor of the mathematical product of the Unit Cost times the Estimated Quantity. Performance of the work by the Contractor and shall be paid as follows:

Applications for progress payments shall be submitted by the Contractor to the Town bi-monthly on or before the first (1st) and third (3rd) Monday of each month. The application for progress payments shall be based on the percentage of work completed. The Contractor shall provide a summary of said work as part of the application for progress payments. Said summary shall include documentation as may be requested by the Town to verify completion of the work and materials provided for which payment is requested. The Town shall review and approve said applications for progress payments within the first three (3) days of receipt. If approved, payment shall be made by the Town to the Contractor on or before twelve (12) days following the receipt of the application for progress payments by the Town. The Town shall have the right to withhold a portion of any progress payment only if that specific work is found to be defective as determined by the Town and has not been remedied within a reasonable period of time after the Town has provided the Contractor with written notice of such defective work.
EXHIBIT D

SUBCONTRACTOR WARRANTY

In consideration of payment for services and materials provided, the undersigned subcontractor hereby unconditionally warrants and guarantees all materials, labor and workmanship supplied by said subcontractor for the North Face Pickleball Court Excavation Project, in Carbondale, Colorado, to be free from defects for a period of two (2) years from the date of issuance of a certificate of completion for said improvements. In the event of any defect occurring within said time period, the undersigned shall promptly repair or replace the defective work or materials at the undersigned’s sole expense in a manner satisfactory to the Town and General Contractor. In addition, the subcontractor hereby guarantees and warrants that title to all work materials and equipment for which payment has been made by the Town will pass to the Town free and clear of all liens. In the event that the Town/Contractor is required to initiate legal action to enforce this Warranty, the undersigned shall be responsible for payment of the Town’s/Contractor’s legal fees and costs. The express warranty set forth in this paragraph is in addition to and not a substitute for any implied warranties at law.

Dated ______________________  

SUBCONTRACTOR:

Name and address:

By: ___________________________

Title: __________________________
## Evaluation Criteria

This matrix creates a standard framework for which to evaluate contractor proposals, based on 11 specific items listed in the RFP. Item #11 gives reviewer opportunity to score items he/she may not have found fit into other categories.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>North_face_Pickleball_Courts_Excavation_RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Available Points</td>
</tr>
<tr>
<td>1. List of excavation and subgrade projects completed by contractor</td>
<td>10</td>
</tr>
<tr>
<td>2. Schedule of costs LSUM Mobilization Rank total cost and rank out of 6 bids (6 being the best or lowest bid)</td>
<td>6</td>
</tr>
<tr>
<td>3. Schedule of Costs LSUM Surveying Total cost and Rank out of 6 bids (6 being the best or lowest bid)</td>
<td>6</td>
</tr>
<tr>
<td>4. Schedule of costs Excavation CUYD Total Cost &amp; Rank out of 6 bids (6 being the best or lowest bid)</td>
<td>6</td>
</tr>
<tr>
<td>5. Schedule of costs Tons Class 6 ABC Total cost and rank out of 6 bids (6 being the best or lowest bid)</td>
<td>6</td>
</tr>
<tr>
<td>6. Timeline/schedule detailing the project milestones you would anticipate reaching by which date, outlining the specific tasks to be accomplished during the course of the project.</td>
<td>15</td>
</tr>
<tr>
<td>7. List of what portions of the work, if any, will be subcontracted out locally or otherwise.</td>
<td>10</td>
</tr>
<tr>
<td>8. Detailed warranty information and quality of warranty.</td>
<td>5</td>
</tr>
<tr>
<td>9. Resumes of key personnel, including anticipated Site Foreman, Project Manager, and any other key individuals.</td>
<td>10</td>
</tr>
<tr>
<td>10. A list of at least (3) three references in the past two years for which similar subgrades and precision grading services have been provided by the Contractor.</td>
<td>10</td>
</tr>
<tr>
<td>11. The degree to which the proposal matches the terms of the Request for Proposal.</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total Points Possible: 94**

**Total Points earned by Proposal: 0**
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Cowboy Up to be held August 23, 2016 on the 4th Street Plaza.

Date: June 17, 2019

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the Cowboy Up event on August 23, 2019 on 4th Street Plaza.

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

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

SOCIAL
FRATERNAL
PATRIOTIC
POLITICAL

ATHLETIC
CHARTERED BRANCH, LODGE OR CHAPTER
OF A NATIONAL ORGANIZATION OR SOCIETY
RELIGIOUS INSTITUTION

X PHILANTHROPIC INSTITUTION

POLITICAL CANDIDATE
MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

LIQUOR PERMIT NUMBER

MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Roaring Fork Sports Foundation

STATE SALES TAX NUMBER (REQUIRED)
84-1496351

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY
350 Hwy 133 Carbondale, CO 81623

3 ADDRESS OF SPECIAL EVENT
4th and Main Intersection & Park

NAME DATE OF BIRTH EMAIL ADDRESS PHONE NUMBER

4. PRES/SECY OF ORG OR POLITICAL CANDIDATE
Garret Jammaron

5. EVENT MANAGER
Eric Rudd

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

X NO

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

X NO

YES TO WHOM?

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

X YES

HOW MANY DAYS?

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

Date 8/13/19 Date Hours From 6 To 10 p.m.

Date Hours From m To m

Date Hours From m To m

OATH OF APPLICANT

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

SIGNATURE DATE 6/14/19

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE DATE

LOCAL LICENSING AUTHORITY

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

CERTIFICATE OF FACT OF GOOD STANDING

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

ROARING FORK SPORTS FOUNDATION

is a Nonprofit Corporation

formed or registered on 03/09/1999 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19991043661.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/10/2019 that have been posted, and by documents delivered to this office electronically through 06/13/2019 @ 12:56:21.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/13/2019 @ 12:56:21 in accordance with applicable law. This certificate is assigned Confirmation Number 11629371.

Secretary of State of the State of Colorado

**************************************************************************
Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."
**************************************************************************
July 3, 2019

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

Ladies and Gentlemen of the Board:

I am writing on behalf of Cowboy Up Bar-B-Que and Dance Committee & Roaring Fork Sports Foundation in regards to the Cowboy up event. Roaring Fork Sports Foundation will be applying for the Special Event Liquor License and will be this year’s benefactor of this fundraiser. The Town of Carbondale Parks & Recreation Department has given them permission to use 4th street, 4th street Plaza and Park area for their event to be held Friday, August 23, 2019. The hours for set up, for the event and break down will be:

- August 22, 2019  Set up  7:30 am to 5:00 pm
- August 23, 2019  Event  6:00 pm to 10:00 pm
- August 23, 2019  Event Breakdown  10:00 pm to 11:30 pm
- August 24, 2019  Tent and Stage Breakdown  8:00 am to 1:00 pm

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

Sincerely,

[Signature]

Eric Brendlinger
Town of Carbondale
Parks & Recreation Department Director
July 3, 2019

4th Street Plaza Park and 4th Street Facility use agreement, liquor permits, and special event management plan for Cowboy Up. Liquor Permit will be requested from Stepping Stones of the Roaring Fork Valley

August 23, 2019

Special Event Liquor License BOT review on Tuesday, July 9, 2019

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

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

Eric Brendlinger  Carbondale Parks & Recreation Director

ebrendlinger@carbondaleco.net

www.carbondalerec.com

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

Parks & Recreation Director

Public Works Director

Police Chief

Town Manager

Town Clerk

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

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

SECTION 1 - EVENT SUMMARY:

1. NAME OF EVENT: Cowboy Up Carbondale-2019

2. Primary Event Organizer: Eric Rudd
   a. Cell Phone: 970-379-9263
   b. Email: eric@ruddconstruction.com
   c. Address: 132 Park Ave Basalt CO 81621

3. Secondary Event Organizer: Scott Haycock
   a. Cell Phone: 970-948-6604
   b. Email: s_haycock@hotmail.com
   c. Address:

4. EVENT LOCATION: Fourth Street Plaza and 4th Street Adjacent

5. EVENT DATE(s): 8/22/19 (Setup) 8/23/19 (Event) 8/24/19 (Teardown)

6. EVENT TIME(s): 6:00pm-10:00pm 8/23/19

7. EVENT SET-UP TIME(s): 7:30am to 5:00pm 8/22/19 and 8:00am to 5:00pm 8/23/19

8. EVENT BREAK-DOWN TIME(s): 9:00am to noon 8/24/19
   Procedures must be in place to avoid neighborhood noise disturbance with event break-down. Breakdown within town parks must end at 10:30 pm; and Downtown breakdown at 11:30 pm

SECTION 2 - EVENT SUMMARY INFORMATION:

1. Approximate number of people expected to attend event: 200-300

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: 10
   b) Event Volunteers: 20
      \[\text{M] Meal Prep/Slow Groove\]
      \[\text{S] event through check-in\]
      \[\text{G] slow grooving bbq\]
   c) Event Contractors:
   d) Event Security Personnel:
   e) Event Vendors:

3. Event training for personnel? (Y) [ ] (N) [X] Describe? Cowboy up members are current with their TIPS training
4. **Fee charged to participants?**
   - (Y) [ ]
   - (N) [ ]
   If yes, how much? General admin $10 / 10 top table w/ dinner $600

5. **Amplified music at event?**
   - (Y) [ ]
   - (N) [ ]
   If yes, times music is played (including sound checks) 6:00-10:00pm

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

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

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

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

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

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

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

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

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

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

**SECTION 4 – SECURITY PLAN:**

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

1. **Have you hired a professional security company to manage event security?**
   - (Y) [ ]
   - (N) [ ]
   If Yes, please provide the following information:
   - Name of Security Company: ________________________________
   - Person in charge at event: ________________________________
   - His Cell Phone contact at event: ________________________________
2. Will Town of Carbondale Police Dept. enforcement services be requested? (Y) (N)
   If Yes, please provide the following information:
   - List purposes (security; traffic/parking control; event walk-thru):
   - List # of officers & times when needed:
   
   Town law enforcement services charged out at Town cost in an agreement with Chief of Police, who has right to place officers as deemed necessary in the best interest of public safety.

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

1. Will emergency medical services be summoned through 911? (Y) (N)
   If Yes, please provide the following information:
   - Name & cell phone of on-site staff designated as medical point of contact:
     Scott Haycock (970) 948-6604
     Erin Bassett (970) 309-3319
     Eric Rudd (970) 379-9263

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

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

- Road and/or traffic lane closure request: (Y) (N)
- Location of barricades and/or traffic cones:
- Proposed traffic flow map around road closure:
- Location of informational signage within road closure area:___
- Location of safety lighting bar (if needed) within road closure area: 4th and main
- Running or Bike Race route description (with start & finish line) if applicable: n/a
- Parade route description (with start & finish) if applicable: n/a

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

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

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

- Name of Service Provider: Mountain Waste
- Contact Person: 
- Mailing Address: 1058 CR 100, Carbondale, CO
- Cell Phone: 970-963-3435 Email: Info@mountainwaste.com

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

Duration of Event and number of Portable Toilets needed

<table>
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<tr>
<th>Number Of Participants</th>
<th>1 hr</th>
<th>2 hr</th>
<th>3 hr</th>
<th>4 hr</th>
<th>5 hr</th>
<th>6 hr</th>
<th>7 hr</th>
<th>8 hr</th>
</tr>
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<td>15</td>
<td>16</td>
<td>17</td>
<td>17</td>
<td>18</td>
<td>18</td>
</tr>
</tbody>
</table>

Do you plan to provide portable restroom facilities at your event? (Y) [ ] (N) [ ]
If yes, how many: [ ]
Number of ADA accessible portable toilets: None
Is portable handwashing station being provided? (Y) [ ] (N) [ ]
If no, is there a sanitizer dispenser within toilet?  

Please provide the following information regarding event portable restroom provider:
- **Name of Service Provider:** Mountain Waste
- **Contact Person:**
- **Mailing Address:** 1058 CR 100 Carbondale, CO 81623
- **Cell Phone:** 963-3435
- **Email:**

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

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

- **Hours of operation of event (include dates & times):** Friday 8-23-19 6:00-10:00
- **Alcohol service times:** 6:00-10:00 (required ending is 15 minutes prior to event shutdown, although 30 minutes prior is recommended)
- **A designated fenced-in or secured area for the dispensation and consumption of alcoholic beverages is required. Show this area on your site plan and describe measures taken to secure the area:** There will be one bar for wine and one for beer. Guests will be carded upon entry at both entrances. No one will be able to purchase alcohol without the appropriate wristband.
- **Must provide non-transferable ID bands/bracelets for persons 21 and over:** (Describe your process for identifying legal vs underage patrons): All guests must present identification prior to entering the event and will be given a non-transferable wrist band to wear throughout the events attendance if they are over the age of 21.

- **Describe how TIPS trained servers will monitor alcohol consumption and intoxication:** They will observe patrons that may be exhibiting signs of intoxication. Servers will be notified and the patron will be informed that she/he will no longer be served alcoholic beverages.
  *(Note: Servers should not consume alcohol while working a shift, and should not return to shift if they consumed alcohol)*
- **Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated:** Individuals of concern will be kindly offered non-alcoholic beverages. Should the demand otherwise, security will be notified and asked to speak with them.

- **Consider (but not required) designating a “family friendly” seating area.** If included, describe the location and include on site plan:
Will event provide alternative beverages to alcohol? If so, what? Soft Drinks, water, lemonade, juice.

Will food be available at all times? If so, what? Slow Groovin BBQ will provide food to the VIP tables and general admission.

Is there a designated smoking area? If so, describe the location and show it on your site plan: no.

How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? Law enforcement will be contacted immediately upon observation or notice by another that the person intends to get behind the wheel of an automobile.

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

Please list food vendors at your event, name of vendor and product (s) served: Slow Groovin will provide BBQ cuisine.

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

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

Event organizer is responsible for submitting a list of Vendors working event to the Town of Carbondale Recreation Dept no later than one week prior to your event. Vendors who did not obtain a Sales Tax License, and who attempt to work the event, shall be shut down by Event Organizers and/or Town staff. Event Organizers are responsible to visually verify and make sure that each vendor has their license and that it is posted within booth.
SECTION 12 LIABILITY INSURANCE:

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

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

SECTION 13 – EVENT DEBRIEFING:

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

SECTION 14 – FEES AND DEPOSITS

PARK (OR) STREET RENTAL USER FEE:

- $100.00 User Fee per each day of use between 100 – 300 participants  Paid Date: June 13, 2019
- $200.00 User Fee per each day of use with over 300 participants  Paid Date: __________

PARK (OR) STREET CLEANUP/DAMAGE DEPOSIT FEE:

- $200.00 Cleanup/Damage Deposit Fee for event with 100 – 300 participants  Paid Date: June 13, 2019
- $500.00 Cleanup/Damage Deposit Fee for events with over 300 participants  Paid Date: __________

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

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

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

Initial here: ER

SECTION 15 – LICENSES, PERMITS, AND FEES

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

Initial here: ER

SECTION 16 – INDEMNIFICATION:

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

INITIAL HERE: __________

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

INITIAL HERE: __________

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

INITIAL HERE: __________

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

INITIAL HERE: __________

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

INITIAL HERE: __________

Event Organizer Name (Please print): Cowboy Up Carbondale

Signature: Eric Budd

Date: 6-12-19
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

Approved music must stop at 10pm and
decibel levels must be below 90db at
private property lines.

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

Signature: [Signature] Date: [Date: May 3, 2019]

PUBLIC WORKS DIRECTOR:

[Signature] Date: 

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

CHIEF OF POLICE:

[Signature] Date: 

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

TOWN CLERK: (Liquor Licensing Approval)

Liquor license hearing scheduled for 7/9/19

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

Signature: [Signature] Date: 7/3/19

TOWN MANAGER:

[Signature] Date: 

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

Signature: [Signature] Date: 7/3/19
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for KDNK for their Fundraising Event to be held at the 4th Street Plaza on August 16, 2019.

Date: June 20, 2019

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

Erin Galbreath / Event Manager

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

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

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

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

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

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

00465629-0003

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

KDNK

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

PO Box 1388
Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT

4th Street Plaza
Carbondale, CO 81623

NAME

Andrea Karber

DATE OF BIRTH

EMAIL ADDRESS

com

PHONE NUMBER


4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

Erin Galbreath

5. EVENT MANAGER

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

☒ NO

☐ YES

HOW MANY DAYS?

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

☐ NO

☒ YES

TO WHOM?

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

☐ NO

☒ YES

HOW MANY DAYS?

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

Date 8/14/19
Hours From 5 pm
To 10 pm

Date
Hours From m
To m

Date
Hours From m
To m

OATH OF APPLICANT

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

SIGNATURE

TITLE

KDNK Development Director

DATE

6/14/19

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

TITLE

DATE

LOCAL LICENSING AUTHORITY

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

CERTIFICATE OF FACT OF GOOD STANDING

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

CARBONDALE COMMUNITY ACCESS RADIO

is a Nonprofit Corporation formed or registered on 10/13/1981 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871451781.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/13/2019 that have been posted, and by documents delivered to this office electronically through 06/14/2019 @ 14:56:42.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/14/2019 @ 14:56:42 in accordance with applicable law. This certificate is assigned Confirmation Number 11632115.

Secretary of State of the State of Colorado

End of Certificate

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do by entering the certificate's confirmation number displayed on the certificate and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
June 16, 2019

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

The Hoot

August 16, 2019

Special Event Liquor License BOT review by KDNK on Tuesday, July 9, 2019.

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

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

Eric Brendlinger  Carbondale Parks & Recreation Director

ebrendlinger@carbondaleco.net

www.carbondalerec.com

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

[Signatures of Parks & Recreation Director, Public Works Director, Police Chief, Town Manager, Town Clerk]
TOWN OF CARBONDALE
PARK (OR) STREET RENTAL USE AGREEMENT/
SPECIAL EVENT MANAGEMENT PLAN

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

SECTION 1 - EVENT SUMMARY:

1. NAME OF EVENT: KDCK Hootenanny AKA The Hoot

2. Primary Event Organizer: Gavin Dahl
   a. Cell Phone: 720-552-0429
   b. Email: Gavin@Kdkc.org
   c. Address: PO Box 1388 Carbondale, CO 81623

   a. Cell Phone: 720-438-5028
   b. Email: ERIN@Kdkc.org
   c. Address: PO Box 1388 Carbondale, CO 81623

4. EVENT LOCATION: 4th Street Plaza

5. EVENT DATE(s): 8/16/19

6. EVENT TIME(s): 5-10 pm

7. EVENT SET-UP TIME(s): 7am 8/16/19

8. EVENT BREAK-DOWN TIME(s): 10 am 8/17/19 (4th street open by 11:30 pm) 8/18/2019

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

SECTION 2 - EVENT SUMMARY INFORMATION:

1. Approximate number of people expected to attend event: 500

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: 5
   b) Event Volunteers: 30
   c) Event Contractors: 1
   d) Event Security Personnel: 4
   e) Event Vendors: 2-3

3. Event training for personnel? (Y) X (N) □
   Describe? Bar managers are TIPS trained. Security & Green team will meet to review best practices.
4. Fee charged to participants? (Y) ☐  (N) ☒
   If yes, how much?

5. Amplified music at event? (Y) ☒  (N) ☐
   If yes, times music is played (including sound checks)
   Sound check starts at 2pm. Event starts at 5pm.
   Note: Amplified sound cannot exceed 90 decibels which event organizer is responsible to monitor.
   Amplified music must be approved by Board of Trustees; Music beyond 9 pm requires Trustee approval.
   Music will end at 9:45pm.

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

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

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

3. Security, Medical and Safety
   o Show security check points: ☑
   o Show placement of traffic control personnel: N/A
   o Locate first aid station, ambulance access point: First aid kit @ KONK booth
   o Locate portable night lighting: To be used for Friday night clean up.

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

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

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

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

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

Bar staff will be ID + wristband + Trained to not over serve.

1. Have you hired a professional security company to manage event security? (Y) ☐  (N) ☒
   If Yes, please provide the following information:
   o Name of Security Company:
   o Person in charge at event:
   o His Cell Phone contact at event:

   Security will not allow outside beverages into area.
ATTACHMENT I

2. Will Town of Carbondale Police Dept. enforcement services be requested? (Y) [x] (N) [x]
   If Yes, please provide the following information:
   o List purposes (security; traffic/parking control; event walk-thru):
   o List # of officers & times when needed:

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

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

1. Will emergency medical services be summoned through 911? (Y) [x] (N) [ ]
   If Yes, please provide the following information:
   o Name & cell phone of on-site staff designated as medical point of contact: Erin Gallbraith 720-438-5028

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

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

   Request 4th St Saturday
   Closure from Moun St to alley from 7am Friday to 6pm Saturday.
   Road and/or traffic lane closure request: (Y) [x] (N) [ ]
   Location of barricades and/or traffic cones: N/A
   Proposed traffic flow map around road closure: N/A
   Location of informational signage within road closure area: N/A
   Location of safety lighting bar (if needed) within road closure area: N/A
   Running or Bike Race route description (with start & finish line) if applicable: N/A
   Parade route description (with start & finish) if applicable: N/A

   We will reopen 4th Street on Friday night, but music tent won’t be removed until Sat morning.

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

   If it’s determined by the Public Works Director that the Town is unable to provide a “traffic control plan,” it may be required that the Event Organizer obtain a plan from a certified traffic control specialist. If the Public Works Director determines that the Town lacks the necessary barricades and signage due to scope and size of road closure (with limited inventory available), it may be required that Event Organizer contract all or a portion of their road closure traffic control management needs with a privately owned traffic control company.
SECTION 7 – REFUSE/TRASH PLAN:
Event organizer shall provide for the pickup and removal of all refuse/trash and recyclable materials, both on and off event site, which results from hosting the event. Throughout the duration of the event and immediately upon conclusion, the park and/or street area must be returned to a clean condition (no later than 10:00 am the next day following event). Event organizer may use Town trash receptacles available within the event area, but will need to provide additional containers at their expense, either by hiring a trash contractor who provides appropriate containers, providing their own containers, or provide a refuse removal plan that prevents the accumulation and overflow of refuse from containers provided by the Town.

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

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

- **Name of Service Provider:** Evergreen Zero Waste
- **Contact Person:** Alyssa Reindel
- **Mailing Address:** PO Box 1661 Aspen, CO 81611
- **Cell Phone:** 970-987-3140 Email: alyssa@evergreenzerowaste.com

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

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

Do you plan to provide portable restroom facilities at your event? (Y)☐ (N)☐
If yes, how many: 4
Number of ADA accessible portable toilets: 1
Is portable handwashing station being provided? (Y)☐ (N)☐
If no, is there a sanitizer dispenser within toilet? (Y) ☑  (N) ☐

Please provide the following information regarding event portable restroom provider:

- Name of Service Provider: [Name of Service Provider]
- Contact Person: [Contact Person]
- Mailing Address: [Mailing Address]
- Cell Phone: [Cell Phone]  Email: [Email]

Access to restrooms at Launchpad for event volunteers, artists + crews.

SECTION 9 — ALCOHOL MITIGATION PLAN & PERMIT REQUIRED:

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

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

- Hours of operation of event (include dates & times): [S-10 pm 8/16/19]
- Alcohol service times: [S-9:45 pm] (required ending is 15 minutes prior to event shutdown, although 30 minutes prior is recommended)
- A designated fenced-in or secured area for the dispensation and consumption of alcoholic beverages is required. Show this area on your site plan and describe measures taken to secure the area: [Entire event will be fenced with one north and one south exit] [entrance.
- Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons): TIPS trained bar staff will ID and wristband those drinking alcohol.
- Describe how TIPS trained servers will monitor alcohol consumption and intoxication: [No intoxicated person will be served. Roaming & gate security will also keep watch for this behavior] (Note: Servers should not consume alcohol while working a shift, and should not return to shift if they consumed alcohol)
- Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated: [Staff will assess if individual needs to be asked to leave or if it all needs to be called.
- Consider (but not required) designating a “family friendly” seating area. If included, describe the location and include on site plan: [Family Friendly area will be in the grass inside 4th St Plaza].


o Will event provide alternative beverages to alcohol? If so, what? Vendors will have non-alcohol beverages & one will have sparkling water.

o Will food be available at all times? If so, what? Yes, 2-3 vendors, TBD.

o Is there a designated smoking area? If so, describe the location and show it on your site plan: No.

o How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? Ask a sober friend to take them home or alert the police if necessary.

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

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

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

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

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

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

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

SECTION 14 - FEES AND DEPOSITS

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

Paid Date: 6/14/19

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

Paid Date: 6/14/19

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

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

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

Initial here: ☑️

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

Initial here: ☑️

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

Initial here:

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

Initial here:

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

Initial here:

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

Initial here:

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

Initial here:

Event Organizer Name (Please print): GAVIN D. 

Signature: 

Date: 6/14/19
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:
90 db amplified sound limit at residential property lines. 4th street to be opened on Friday night when road is clear and safe.

Approval: ___ Approval Pending: (see above) Denial: __________
Signature: ___________________________ Date: 6/18/2019

PUBLIC WORKS DIRECTOR:
Approved if road is re-opened by 11:30 PM on Friday

Approval: ___ Approval Pending: (see above) Denial: __________
Signature: ___________________________ Date: 6/28/19

CHIEF OF POLICE:

Approval: ___ Approval Pending: (see above) Denial: __________
Signature: ___________________________ Date: __________

TOWN CLERK: (Liquor Licensing Approval)
Liquor License Hearing on 7/9/19

Approval: ___ Approval Pending: X (see above) Denial: __________
Signature: ___________________________ Date: __________

TOWN MANAGER:

Approval: ___ Approval Pending: (see above) Denial: __________
Signature: ___________________________ Date: 6-29-19
July 2, 2019

To: Town of Carbondale Council

Re: Carbondale Housing Authority/Carbondale Senior Housing Corp. aka Crystal Meadows CDBG Application Update and Signature Authority Request

From: Jerilyn Nieslanik, Executive Director, CHA/CSHC

Update

The Carbondale Senior Housing projects Boards’ grant application to the State of Colorado for funding for routine repair and replacement of the Crystal Meadows senior housing facilities is nearing completion. The current target grant request amount is $1 million, and the funds will be used for routine replacement of roofs, windows, and boilers, as well as accessibility upgrades and other life cycle repairs.

The funding will come from CDBG, and so as a result, the grant request must come from the Town of Carbondale, with CSHC as subrecipient. The Town has previously approved that grant application (Reso 2019-05).

One necessary element of the subrecipient relationship is a subrecipient agreement between the Town of Carbondale and the housing project entities. A draft of that agreement is attached.

Request

Please approve the Carbondale Mayor to sign the subrecipient agreement between the Town of Carbondale and the housing authority entities.

Thank you.
Jerilyn Nieslanik

Attachment: Subrecipient Agreement
Scope of Work and Budget
Carbondale Housing Authority/Carbondale Senior House (aka Crystal Meadows)
July 3, 2019

Project Title.

Town of Carbondale, Colorado: Carbondale Housing Authority/Carbondale Senior House (aka Crystal Meadows) affordable multi-family rental senior housing rehabilitation project.

Start/End Dates.

Start upon Colorado Department of Local Affairs grant award; and as conditions and contractor availability allows.

Start no sooner than August 1, 2019, with work planned to begin spring 2020 and work substantially completed by fall 2020, and with all work to be completed no later than December 31, 2023. Subject to limitations of grant award.

Project Budget.

$1,000,000.00 grant award, plus in-kind and other financial contributions by the subrecipient as specified in the project budget accompanying the grant application.

Project Description

The project is composed of the following sub-projects:
1. Roofs replacement (32,000 sq. ft. across several buildings).
2. Windows replacement (217 windows across several buildings).
4. Plumbing water supply repairs and upgrades in several buildings.
5. Various accessibility and other repairs and upgrades (generally small-scale carpentry, carpeting, and sidewalk and railing upgrades).

Upon grant award, a RFP/Bid process will be undertaken to procure a general contractor agreement in compliance with the terms of the grant award.

Each project component will be handled concurrently on independent timelines, overseen by a general contractor. Each element will be pursued as rapidly as feasible upon grant award and contract bidding process can be accomplished; then completed as weather, contractor availability, and management capacity allows. The target is for all work to begin in spring 2020 and be completed by fall 2020.

Additional information is provided in the project budget accompanying the grant application, and in the independent Capital Needs Analysis reports included in the grant application.
SUBRECIPIENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

THIS AGREEMENT is made and entered into this ___ day of ____________, 2019, by and between: The Town of Carbondale, a Colorado home rule corporation whose address is 511 Colorado Avenue, Carbondale, CO 81623 (hereinafter referred to as the “Town”) and the following entities: The Housing Authority of the Town of Carbondale (dba Crystal Meadows Phase I), a Colorado Housing Authority whose address is 1250 Hendrick Drive, Carbondale, CO 81623 (hereinafter referred to as “Carbondale Housing Authority”); Carbondale Senior Housing Corporation Phase II, a Colorado nonprofit corporation whose address is 1250 Hendrick Drive, Carbondale, CO 81623 (hereinafter referred to as “Crystal Meadows II”); Carbondale Senior Housing Corporation Phase III, a Colorado nonprofit corporation whose address is 1250 Hendrick Drive, Carbondale, CO 81623 (hereinafter referred to as “Crystal Meadows III”); Carbondale Senior Housing Corporation Phase IV, a Colorado nonprofit corporation whose address is 1250 Hendrick Drive, Carbondale, CO 81623 (hereinafter referred to as “Crystal Meadows IV”); and Carbondale Senior Housing Corporation Phase V, a Colorado nonprofit corporation whose address is 1250 Hendrick Drive, Carbondale, CO 81623 (hereinafter referred to as “Crystal Meadows V”) (each a “Subrecipient” and collectively “Subrecipients”).

RECITALS

WHEREAS, Subrecipients are developing an affordable multi-family rental senior housing rehabilitation project within Town limits, commonly known and referred to as the Crystal Meadows/Carbondale Senior Housing project (the “Project”); and

WHEREAS, in conjunction with the Project, the Town has submitted a grant application and agreed to act as a sponsor of a Community Development Block Grant (CDBG) in the amount of $1,000,000 (the “Grant”) from the Department of Local Affairs (DOLA), an agency of the State of Colorado; and

WHEREAS, the Grant application is still under consideration by DOLA; and

WHEREAS, DOLA is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of local government selected to undertake and carry out projects under the CDBG program in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, should DOLA award the Grant, the Town expects to execute a primary contract with DOLA and anticipates carrying out the majority of the Project activities through the Subrecipients, eligible subrecipients of CDBG funds who will own the buildings; and

WHEREAS, it benefits the Town to engage Subrecipients to accomplish the scope of services and objectives of the Project, and it is both necessary and desirable for the Town to enter into this Agreement with Subrecipients for the purposes of setting forth the relative responsibilities of the parties with respect to the planning, development, and construction of the Project, and the expenditure of grant funds in conjunction therewith; and
WHEREAS, it is the mutual desire of the parties to set forth their understanding and agreement, in writing, with respect to said obligations:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations herein set forth, the parties agree:

AGREEMENT

1. Scope of Service.

   a. Program Delivery. Subrecipients will complete in a satisfactory and proper manner, as determined by the Town, the tasks described in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference. Subrecipients will periodically meet with the Town to review the status of these tasks. Subrecipients agree to perform the work described in the Statement of Work in compliance with all provisions of this Agreement and consistent with any standards required under the CDBG program. Subrecipients warrant and represent that they have the requisite authority and capacity to perform all terms and conditions on Subrecipients’ parts to be performed hereunder.

   b. National Objectives. All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives as defined in 24 CFR 570.208. Subrecipients certify that the activities carried out under this Agreement will meet the National Objective of benefiting low- and moderate-income persons.

   c. Town’s Responsibilities. The Town will provide such assistance and guidance to Subrecipients as may be required to accomplish the objectives and conditions set forth in this Agreement.

   d. Performance Monitoring. The Town will monitor the performance of Subrecipients against goals and performance standards reflected in the Statement of Work and elsewhere in this Agreement. Substandard performance as determined by the Town will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient(s) within a reasonable period of time after being notified by the Town, contract suspension or termination procedures will be initiated.

2. Term of Agreement. The effective date of this Agreement will be the date first entered above. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing funding for said proposed project, or, if awarded, carrying out such Project activities. In the event that the State does not award the Grant to the Town, this Agreement shall be automatically terminated and shall be null and void ab initio without any further action by the parties required.

3. Budget. The line-item Project Budget is attached hereto as Exhibit B and incorporated herein by reference. Any indirect costs charged must be consistent with Paragraph 8.C.ii of this Agreement. In addition, the Town may require a more detailed budgetary breakdown than the one contained herein, and Subrecipients shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Town. Any amendments to the Project
Budget must first be determined by the Town as consistent with its CDBG contract and then approved in writing by the Town and Subrecipients.

4. Payment.

   a. Funding Amount. It is expressly agreed and understood that the total amount to be paid by the Town under this Agreement shall not exceed $1,000,000. Drawdowns for the payment of eligible expenses shall be made against the Project Budget and in accordance with performance. Expenses for general administration shall also be paid against the Project Budget and in accordance with performance. Payments may be contingent upon certification of the Subrecipients’ financial management systems in accordance with the standards specified in 2 CFR 302-303. Subrecipients shall have no claim for detrimental reliance or otherwise for expenses they incur for ineligible activities.

   b. Allowable Costs. Allowable costs shall mean those necessary and proper costs identified in the Project Budget and the Grant application and approved by the Town unless any or all of such costs are disallowed by DOLA or HUD.

   c. Method of Compensation. Payments under this Agreement will be made by reimbursement. Reimbursement requests shall be submitted monthly to the Town as necessary. Subrecipients may not request reimbursements for disbursement of funds under this Agreement until Subrecipients have actually incurred allowable costs. The amount of each request must be limited to actual amount needed. The Town shall reimburse Subrecipients their allowable costs within 30 days of receipt of properly executed reimbursement forms, which shall include detailed invoices and all necessary backup documentation to be provided to DOLA by the Town.

   d. Withholding or Cancellation of Funds. In the event the Town, state, or federal officials determines that any funds were expended by any Subrecipient(s) for unauthorized or ineligible purpose or the expenditures constitute disallowed costs in any other way, the Town may order repayment of the same. Subrecipient(s) shall remit the disallowed amount to the Town within 30 days of written notice of the disallowance. The Town shall be relieved of any obligation for payments if funds allocated to the Town cease to be available for any cause other than misfeasance of the Town itself. The Town reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. The option to withhold funds is in addition to, and not in lieu of, the Town’s right to suspend or terminate this Agreement. Subrecipients agree that upon expiration of this Agreement, Subrecipients shall transfer to the Town any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. Subrecipients agree that funds determined by the Town to be surplus upon completion of the Agreement will be subject to cancellation by the Town.

   e. Retainage. The Town will withhold a retainage of 10 percent of the Grant amount until Subrecipients have successfully completed construction of the Project and submitted to the Town all required documentation.
5. **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

**SUBRECIPIENTS**

Carbondale Housing Authority, Crystal Meadows II, Crystal Meadows III, Crystal Meadows IV, Crystal Meadows V

Jerilyn Nieslanik, Executive Director  
1250 Hendrick Dr., Carbondale, CO 81623  
970-963-9326  
cha@questoffice.net

6. **General Conditions.**

   a. **Compliance with Laws.** Subrecipients agree to comply with the requirements of 24 CFR 570 (the HUD regulations concerning CDBG), including subpart K of these regulations, except that (1) Subrecipients do not assume the Town's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipients do not assume the Town's responsibility for initiating the review process under the provisions of 24 CFR 52. Subrecipients also agree to comply with all other applicable federal, state and local laws, regulations, ordinances, and policies. Subrecipients further agree to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

   b. **Independent Contractor.** Subrecipients and any persons employed by Subrecipients for the performance of work hereunder shall be independent contractors and not agents of the Town. As independent contractors, Subrecipients are not entitled to worker's compensation benefits except as may be provided by the independent Subrecipient or to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent Subrecipient or some other entity. Subrecipients are obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.

   c. **Hold Harmless.** Each Subrecipient agrees to hold harmless, defend, and indemnify the Town and its appointed and elected 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 this Agreement. Subrecipients' agreement to indemnify the Town shall include the obligation to pay any attorney fees or costs incurred by the Town in defense of any such claims. The obligations of Subrecipients shall survive the termination of this Agreement.

d. Worker's Compensation. Subrecipients shall provide worker's compensation insurance coverage for all of their employees involved in the performance of this Agreement.

e. Insurance. Subrecipients will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage and to cover any losses caused in whole or in part by actions of Subrecipients' employees. Subrecipients shall comply with the bonding and insurance requirements of 2 CFR 200.304 and 200.310, as applicable. The certificates of insurance shall be provided to the Town by the Subrecipients’ insurance agents or carriers as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each certificate of insurance, and each certificate of insurance shall list the Town as an additional insured. Each certificate of insurance shall be reviewed and approved by the Town prior to commencement of this Agreement. No other form of certificate shall be used. Subrecipients will not be relieved of any liability, claims, demands, or other obligations assumed by their failure to procure or maintain insurance, or their failure to procure or maintain insurance in sufficient amounts, durations, or types.

f. Funding Source Recognition. Subrecipients will ensure recognition of the role of the Town and DOLA in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement will be prominently labeled as to funding source. Additionally, Subrecipients will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

g. Amendments. The Town or Subrecipients may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by the Town's Board of Trustees. Such amendments shall not invalidate this Agreement, nor relieve or release the Town or Subrecipients from their obligations under this Agreement. The Town may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement such modifications will be incorporated only by written amendment signed by both the Town and Subrecipients.

h. Suspension or Termination. Pursuant to 2 CFR 200.338 and 339, the Town may suspend or terminate this Agreement if any Subrecipient(s) materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
ii. Failure, for any reason, of the Subrecipient(s) to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Ineffective or improper use of funds provided under this Agreement;

iv. Submission by the Subrecipient(s) to the Town reports that are incorrect or incomplete in any material respect; or

v. Failure to take satisfactory corrective action as directed by the Town.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by agreement by the Town or Subrecipients, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Town determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Town may terminate the award in its entirety.

i. Immigration Compliance. Subrecipients agree to be bound by the terms of Exhibit C as related to compliance with Colorado immigration laws, which addendum is incorporated by reference.

j. Non-Appropriation. To comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, if the Town fails to annually appropriate sufficient money to fund any financial obligations arising out of this Agreement, this Agreement will be considered to have been terminated by the Town.

k. 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 any 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.

7. Special Conditions.

a. Fee Waivers. The Town agrees to waive certain fees in accordance with the Town’s Municipal Code, Chapter 17.06, Section 6.3.1 (Incentives for Affordable Housing Projects).

b. Ratification. This Agreement is subject to ratification by the Town’s Board of Trustees.

c. Warranty Period. For one (1) year following the date of completion and acceptance of the Project, Subrecipients agree to enforce and administer all warranties and guaranties.

8. Administrative Requirements.

i. **Accounting Standards.** Subrecipients agree to comply with 2 CFR 200.302-303 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. **Cost Principles.** Subrecipients shall administer their programs in conformance with OMB Circular A-122, “Cost Principles for Non-Profit Organizations.” These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

b. Documentation and Recordkeeping.

i. **Records to be Maintained.** Subrecipients shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

   1. Records providing a full description of each activity undertaken;

   2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

   3. Records required to determine the eligibility of activities;

   4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

   5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

   6. Financial records as required by 24 CFR 570.502 and 2 CFR 200.333; and

   7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. **Retention.** Subrecipients shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Town’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above,
if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the four-year period, whichever occurs later.

iii. **Client Data.** Subrecipients shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be made to the Town for review upon request.

iv. **Disclosure.** Subrecipients understand that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Town’s or Subrecipients’ responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

v. **Close-outs.** Subrecipients’ obligations to the Town shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Town), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipients have control over CDBG funds, including program income.

vi. **Audits & Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Town, their designee, or the federal government or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient(s) within 30 days after receipt by Subrecipient(s). Failure of Subrecipients to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipients hereby agree to have annual agency audits conducted in accordance with any Town policy concerning subrecipient audits and OMB Circular A-133.

c. **Reporting and Payment Procedures.**

i. **Program Income.** Subrecipients shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with
CDBG funds made available under this Agreement. The use of program income by Subrecipients shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipients may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Town at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Town.

ii. **Indirect Costs.** If indirect costs are charged, Subrecipients will develop an indirect cost allocation plan for determining the appropriate sharing of administrative costs and shall submit such plan to the Town for approval.

iii. **Progress Reports.** Subrecipients shall submit quarterly progress reports to the Town in the form and content as required by the Town.

d. **Procurement.** Subrecipients shall comply with any current Town policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (i.e. unexpended program income, property, equipment, etc.) shall revert to the Town upon termination of this Agreement. Unless specified otherwise within this Agreement, Subrecipients shall procure all materials, property, or services in accordance with all applicable requirements of 2 CFR 200.317-326. Subrecipients shall obtain written approval from the Town for any travel outside of the Roaring Fork Valley with funds provided under this Agreement.

e. **Use and Reversion of Assets.** The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 2 CFR Part 200 Subpart D and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

   i. Subrecipients shall transfer to the Town any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   ii. Real property under Subrecipients' control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If Subrecipients fail to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipients shall pay the Town an amount equal to the current fair market value of the property less any portion of the value attributable
to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Town. Subrecipients may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Subrecipients for activities under this Agreement shall (a) be transferred to the Town for the CDBG program or (b) retained after compensating the Town in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

9. Relocation, Acquisition, and Displacement. Subrecipients agree to comply with 24 CFR 570.606 and 92.353 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations, and farms occurring as a direct result of any acquisition of real property utilizing grant funds.


a. Civil Rights

i. Compliance. Subrecipients agree to comply with Title 24, Article 34, Parts 3 through 7, C.R.S., and with Title VI of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

ii. Nondiscrimination. Subrecipients agree to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the Housing and Community Development Act are still applicable, which prohibit discrimination on the basis of race, color, national origin, disability, age, religion, and sex within CDBG programs or activities.

iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the
Subrecipients shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Town and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipients, in undertaking their obligation to carry out the program assisted hereunder, agree to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504.** Subrecipients agree to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Town shall provide Subrecipients with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Affirmative Action.**

i. **Approved Plan.** Subrecipients agree that they shall be committed to carry out pursuant to the Town’s specifications an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1966. Subrecipients shall submit a plan for an Affirmative Action Program for approval by the Town as soon as possible after the awarding of Grant funds by DOLA.

ii. **Women- and Minority-Owned Businesses.** Subrecipients shall use their best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Subrecipients may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. **Access to Records.** Subrecipients shall furnish and cause each of their own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Town, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
iv. **Notifications.** Subrecipients will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipients' commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. **Equal Opportunity and Affirmative Action.** Subrecipients will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipients, state that they are an Equal Opportunity or Affirmative Action employer.

vi. **Subcontract Provisions.** Subrecipients will include the provisions of Paragraphs 10.a, Civil Rights, and 10.b, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

c. **Employment Restrictions.**

i. **Prohibited Activity.** Subrecipients are prohibited from using funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

ii. **Labor Standards.** Subrecipients agree to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipients agree to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipients shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Town for review upon request.

Subrecipients agree that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Town pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and
ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipients of their obligation, if any, to require payment of the higher wage. Subrecipients shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause.

1. Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the Town, Subrecipients, and any of Subrecipients' subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Town, Subrecipients, and any of the Subrecipients' subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Subrecipients certify and agree that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipients further agree to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the areas of the project.

Subrecipients further agree to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing
within the area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Subrecipients certify and agree that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

2. Notifications. Subrecipients agree to send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts. Subrecipients will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipients will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Conduct.

i. Assignability. No Subrecipient shall assign or transfer any interest in this Agreement without the prior written consent of the Town thereto; provided, however, that claims for money due or to become due to Subrecipients from the Town under this contract may be assigned to a bank, trust company, or other financial institution without such approval.
Notice of any such assignment or transfer shall be furnished promptly to the Town.

ii. Subcontracts.

1. Approvals. No Subrecipient shall enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Town prior to the execution of such agreement.

2. Monitoring. Subrecipients will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content. Subrecipients shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process. Subrecipients shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Town along with documentation concerning the selection process.

iii. Hatch Act. Subrecipients agree that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest. Subrecipients agree to abide by the provisions of 2 CFR 200.112, 200.318, and 570.611, which include, but are not limited to:

1. Subrecipients shall maintain a written code or standards of conduct that govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.

2. No employee, officer, or agent of Subrecipients shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Town, Subrecipients, or any designated public agency.

v. Lobbying. Subrecipients hereby certify that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipients, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient(s) will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

3. Subrecipients will require that the language of subparagraph (v)(4) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

4. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this
transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. Copyright. If this Agreement results in any copyrightable material or inventions, the Town and/or DOLA reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. Religious Activities. Subrecipients agree that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. Environmental Conditions.

a. Air and Water. The Subrecipients agree to comply with the following requirements insofar as they apply to the performance of this Agreement:
   i. Clean Air Act, 42 U.S.C. § 7401, et seq.;

   ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, and

   iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

b. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Subrecipients shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. Lead-Based Paint. Subrecipients agree that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain
the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

d. **Historic Preservation.** Subrecipients agree to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

12. **Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, which shall constitute one Agreement.

14. **Section Headings and Subheadings.** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Town and Subrecipients for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Town and Subrecipients with respect to this Agreement.

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute over the Agreement’s terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of Garfield County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

17. **Waiver.** The Town’s failure to act with respect to a breach by any Subrecipient(s) does not waive its right to act with respect to subsequent or similar breaches. The failure of the Town to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
18. Successors. This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

19. No Third-Party Beneficiaries. Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

20. Authority to Sign. The persons executing this Agreement on behalf of Subrecipients represent that they have the authority to execute this Agreement and to bind the Subrecipients to its terms.

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

ACCEPTED by the TOWN:

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

By: ____________________________
     Dan Richardson, Mayor
     511 Colorado Avenue
     Carbondale, CO 81623

ATTEST:

__________________________
Cathy Derby, Town Clerk

STATE OF COLORADO   )
                     ) ss.
COUNTY OF GARFIELD  )

The foregoing instrument was acknowledged before me this ___ day of ______________, 2019, by Dan Richardson, Mayor, Town of Carbondale and Cathy Derby, Town Clerk, Town of Carbondale.

My commission expires _____________________.
Witness my hand and official seal.
Notary Public
ACCEPTED by the SUBRECIPIENTS:

CARBONDALE HOUSING AUTHORITY,
CRYSTAL MEADOWS II, CRYSTAL
MEADOWS III, CRYSTAL MEADOWS IV,
CRYSTAL MEADOWS V

By: ________________________________
Jerilyn Nieslanik, Executive Director
1250 Hendrick Drive
Carbondale, CO 81623

STATE OF COLORADO   )
                     ) ss.
COUNTY OF GARFIELD   )

The foregoing instrument was acknowledged before me this ___ day of
______________, 2019, by Jerilyn Nieslanik, Executive Director, Carbondale Housing
Authority.

My commission expires _________________.
Witness my hand and official seal.
To: Mayor Richardson and Town of Carbondale Board of Trustees  
From: Garfield Clean Energy Collaborative Board and CLEER staff  
Date: July 3 2019  
Re: GCE update - 10 Yr Anniversary, DOLA grant opportunity, 2020 request  

Thank you, Town of Carbondale elected officials and staff, for your ongoing participation in the Garfield Clean Energy Collaborative. Town of Carbondale elected leaders and town staff have been an essential partner in the development of Garfield Clean Energy and the cumulative results GCE has delivered to date. Town of Carbondale has been a leader from the beginning, including everything from setting an example by using energy data to reduce operations at the wastewater treatment plant to allocating funds for increased local program implementation to installing the first electric vehicle charging station in the region.

By joining together county-wide, Garfield Clean Energy has created a way for our rural region to make significant, measurable progress on energy efficiency, renewable energy, and clean energy transportation targets while creating economic benefits. GCE has delivered results in three important areas. Please also see the attached cumulative results brochure on GCE.

- **Economic diversification:** Since 2009 GCE’s programs and services have stimulated demand for over 353 service contractors and $40 million in clean energy investments.
- **Energy cost savings for member governments:** GCE helps governments track energy data to manage and cut energy costs; maximize monetary benefits of renewable energy and energy efficiency investments.
- **Energy savings for families and businesses:** GCE helps local families of all income levels and businesses save money on utility bills which keeps more dollars circulating locally.

2019 marks the 10 year anniversary of GCE, which started with a DOLA grant and local matching funds, and grew into a county-wide government collaborative, working in partnership with a nonprofit organization CLEER to deliver services designed to meet measurable targets. GCE has been cited statewide as a model of how a region can work together to advance clean energy in ways that diversify the economy. In early 2018, the Executive Director of DOLA at that time, Irv Halter, presented Garfield Clean Energy with a
statewide award for its innovative use of energy efficiency, renewable energy and alternative transportation fuels to drive economic development. GCE members should be proud for implementing programs that the state is looking to as a model.

GCE is hosting a celebration event for the 10-year anniversary on the evening of September 26 at Hotel Colorado and we hope you all can attend.

**At the July 9 meeting we would like to cover the following topics:**

1. Report on 10-year results and gather feedback as the GCE board plans for 2020 and the coming years. (Please refer to the first four attachments for results to date, latest annual report and Strategic Plan.)

2. DOLA Renewable Energy Initiative grant opportunity: The recently announced DOLA Renewable Energy Initiative lists regional collaboration as one of the criteria being considered in evaluating grant applications. GCE is interested in seeing if partners want to develop joint proposals for both the planning and capital grant categories. If Carbondale is interested in a regional approach we would like to collaborate with Town staff to explore and develop concepts.

3. **To continue this 10-year track record of regional collaboration and success**, GCE is requesting that its nine member governments include funding for the Garfield Clean Energy Collaborative in their 2020 budgets, and would like to work with staff on the amount for 2020. Thank you for your continued participation, support and consideration of this 2020 request.

Attached to this brief memo are the following reports and documents:

a) Economic and Energy Benefits summary - specific to Town of Carbondale  
b) GCE Results Brochure  
c) 2018 Annual Report  
d) Strategic Plan  
e) DOLA Renewable Initiative Fact Sheet  
f) 2019 Budget - background for 2020 request
Managed by CLEER: Clean Energy Economy for the Region / (970) 704-9200 / P.O. Box 428, Carbondale, Colorado 81623

### Economic and Energy Benefits for Households and Businesses in Carbondale

#### Residential energy efficiency summary | 2010 - 2019
---
| Home energy assessments | 201 |
| Energy efficiency retrofits completed, by household | 259 |
| CARE Program participants (income-qualified) | 44 |
| Total retrofit project investments, incl. CARE Program | $1,580,616 |
| Estimated total annual energy savings | $107,969 |
| Residential Revolving Loan Fund borrowers | 17 |

#### Commercial energy efficiency summary | 2010 - 2019
---
| Energy efficiency retrofits completed, by site | 72 |
| 2014-2019 Building energy walkthroughs | 19 |
| Total retrofit project investments | $764,589 |
| Estimated annual energy savings | $83,208 |

#### Carbondale contractors doing energy efficiency work
- ABC Insulation
- Alpenglow Lighting Design
- B Weaver Construction
- Jason Carter Builder
- Charles Bauer
- Building Performance Contractors
- Cady & Associates
- Carter Electric
- Cheney Plumbing & Heating
- Confluence Architecture
- Crystal Custom Builders
- Durgin Electric
- Dyer Electric, Inc.
- El Sol Solar
- Energy Efficiency Solutions
- Evolution Energy
- Frostbusters & Coolth
- Hunter Construction
- Hunter Electric
- HVAC Technical Services
- Insight Construction Inc.
- Legacy Homes
- Mountain View LLC
- Pacific Sheet Metal
- Sol Energy
- Solar Flair Thermal Systems
- Sopris Plumbing & Heating
- Sunsense Solar
- Reliable Electric Design Systems Inc.
- Roaring Fork Sign & Lighting
9 local government partners
joining together in a shared mission
to make Garfield County
the most energy efficient county in the U.S.

Garfield Clean Energy 2018 Summary
March 6, 2019 • Prepared by CLEER: Clean Energy Economy for the Region
(970) 704-9200 • www.GarfieldCleanEnergy.org

2018 Economic Activity

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential upgrade projects</td>
<td>$1,011,637</td>
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<tr>
<td>Commercial upgrade projects</td>
<td>$467,535</td>
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<tr>
<td>2018 CARE Program upgrades</td>
<td>$133,715</td>
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<tr>
<td>Amount invested in Plug-in Hybrid/Electric Vehicles</td>
<td>$1,349,000</td>
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<tr>
<td>Plug-in Hybrid/Electric Vehicles Purchased</td>
<td>38</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$2,961,887</strong></td>
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Residential Loan Fund

<table>
<thead>
<tr>
<th>Loan Fund</th>
<th>End of 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cumulative total loans</td>
<td>49</td>
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<tr>
<td>New loans</td>
<td>-</td>
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<tr>
<td>Loaned to date</td>
<td>$487,121</td>
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<tr>
<td>Principal repaid to date</td>
<td>$354,511</td>
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<tr>
<td>Loan balance to date</td>
<td>$132,610</td>
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<tr>
<td>Available loan pool</td>
<td>$174,183</td>
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<tr>
<td>Portfolio yield</td>
<td>2.239%</td>
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Residential activity summary

<table>
<thead>
<tr>
<th>Activity</th>
<th>2018 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential retrofits completed</td>
<td>113</td>
</tr>
<tr>
<td>Total retrofit project costs</td>
<td>$1,011,637</td>
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<tr>
<td>Estimated annual energy savings</td>
<td>$58,066</td>
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<tr>
<td>Coaching clients</td>
<td>143</td>
</tr>
<tr>
<td>E-mails/calls</td>
<td>455</td>
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<tr>
<td>CARE Total retrofit projects costs</td>
<td>$133,715</td>
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</table>

2018 CARE Program

<table>
<thead>
<tr>
<th>Program</th>
<th>Home visits</th>
<th>Upgrades complete</th>
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</thead>
<tbody>
<tr>
<td>Parachute / Battlement</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>Rifle</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Silt</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>New Castle</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>Glenwood Springs</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>Carbondale</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td><strong>Countywide total</strong></td>
<td>40</td>
<td>40</td>
</tr>
</tbody>
</table>

CARE upgrades:
High efficiency furnaces, boilers, windows, insulation, air sealing, LEDs, programmable thermostats, hot water heater blankets, Energy Star fridges.

Commercial activity summary

<table>
<thead>
<tr>
<th>Activity</th>
<th>2018 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial retrofits completed, by site</td>
<td>38</td>
</tr>
<tr>
<td>Total retrofit project costs</td>
<td>$477,761</td>
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<tr>
<td>Estimated annual energy savings</td>
<td>$181,378.74</td>
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<tr>
<td>Coaching clients</td>
<td>56</td>
</tr>
<tr>
<td>Emails/calls</td>
<td>238</td>
</tr>
<tr>
<td>Energy Coach building walk-throughs</td>
<td>13</td>
</tr>
<tr>
<td>Event name</td>
<td>Date</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>RENU (loan program) Training for Contractors</td>
<td>2/5/18</td>
</tr>
<tr>
<td>Radon Mitigation Workshop</td>
<td>2/27/18</td>
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<tr>
<td>Radon Mitigation Workshop</td>
<td>3/1/18</td>
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<tr>
<td>GlenX Career Expo (booth)</td>
<td>3/6/18</td>
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<tr>
<td>Buildings for a Sustainable Future</td>
<td>5/18/18</td>
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<tr>
<td>Carbondale Farmer’s Market (booth)</td>
<td>6/11/18</td>
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<tr>
<td>Rifle Farmer’s Market (booth)</td>
<td>6/22/18</td>
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<tr>
<td>Rifle City Market (booth)</td>
<td>6/23/18</td>
</tr>
<tr>
<td>Senior Silt Meet and Eat (presentation)</td>
<td>6/27/18</td>
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<tr>
<td>Senior Chat n’ Chew (presentation)</td>
<td>7/6/18</td>
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<tr>
<td>First Friday (booth)</td>
<td>7/6/18</td>
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<tr>
<td>New Castle Farmer’s Market (booth)</td>
<td>7/12/18</td>
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<td>New Castle Farmer’s Market (booth)</td>
<td>7/26/18</td>
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<td>CET Event (booth)</td>
<td>7/2/18</td>
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<td>Rifle Farmer’s Market (booth)</td>
<td>7/17/18</td>
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<tr>
<td>New Castle Farmer’s Market (booth)</td>
<td>7/26/18</td>
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<tr>
<td>Rifle Farmer’s Market (booth)</td>
<td>7/24/18</td>
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<tr>
<td>St. Stephen’s Church (presentation)</td>
<td>8/8 and 8/9/18</td>
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<tr>
<td>New Castle Farmer’s Market (booth)</td>
<td>8/13/18</td>
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<tr>
<td>Good Shepherd Lutheran Church (presentation)</td>
<td>8/16/18</td>
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<tr>
<td>Chamber of Commerce Business Confluence</td>
<td>9/19/18</td>
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<tr>
<td>EV Ride and Drive Event</td>
<td>9/6/18</td>
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<tr>
<td>EV Ride and Drive Event</td>
<td>9/11/18</td>
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<tr>
<td>EV Ride and Drive Event</td>
<td>9/12/18</td>
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<td>EV Ride and Drive Event</td>
<td>9/14/18</td>
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<tr>
<td>Oktoberfest</td>
<td>9/29/18</td>
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<tr>
<td>Facility Manager Roundtable</td>
<td>10/3/18</td>
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<tr>
<td>Passive House Workshop</td>
<td>10/18/18</td>
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<tr>
<td>C-Pace Workshop</td>
<td>10/19/18</td>
</tr>
<tr>
<td>Net-Zero Affordable Housing</td>
<td>10/25/18</td>
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<tr>
<td>Solar and Low Energy Homes</td>
<td>11/1/18</td>
</tr>
<tr>
<td>Regional Clean Energy Roundtable</td>
<td>12/13/18</td>
</tr>
</tbody>
</table>
Seniors benefit from home energy improvements

Heather McGregor
Clean Energy Economy News

When winter winds blow and temperatures drop, seniors living in drafty homes feel the chill and pay the bills for the season’s high utility costs.

However, the county’s CARE program helps income-qualified seniors beat the cold with free or discounted home energy efficiency upgrades such as insulation, air sealing, windows, refrigerators and other improvements.

“They sealed this house up like you can’t believe,” said Garry Evenson, 81, of Battlement Mesa, describing work done by Building Performance Contractors. “They did a fantastic job, and I really appreciate it.”

In Rifle, a furnace tune-up and air sealing reduced Bessie Burr’s utility bill by $20 a month. “They took care of all the cracks around my windows,” said Burr, 85, and she noticed a big difference during the heat of summer. “I didn’t even turn on my air conditioning last summer.”

CARE is a regional program of Energy Outreach Colorado that originated in Garfield County in 2015. Garfield Clean Energy and CLEER deliver CARE services locally, with additional funding from Xcel Energy, Holy Cross Energy, Black Hills Energy, Glenwood Springs Electric and the Town of Carbondale.

Through the CARE program, Garry Evenson of Battlement Mesa received wrapping on his hot water heater, air sealing throughout the house, LED light bulbs, a furnace tune-up and a low-flow showerhead.

“They did a fantastic job, and I really appreciate it,” Evenson said.

“When we can help people reduce their energy bills, their cost of living becomes more affordable,” said Tom Jankovsky, Garfield County’s board member for Garfield Clean Energy. “That’s especially important for seniors living on a fixed income.”

CARE helps income-qualified families of all ages, but seniors tend to have greater needs. Of the 127 households from Parachute to Carbondale helped by CLEER since the program launched in 2015, 32 are senior households.

CLEER estimates these 32 senior households are saving $18,460 per year with lower electric and natural gas bills, an average of $575 per household. CLEER Energy Coaches Malsi Metcalf and Brandon Jones first make a home visit, usually installing several LED light bulbs and a low-flow showerhead, and putting a tight insulating wrap on the water heater. They note other needed improvements, and arrange for professional contractors to do those jobs.

“They were very polite and concerned about my house,” said Burr. “They went into every room.”

The coaches also check for health and safety problems. Over the years, the CARE program has repaired improperly venting furnaces, unsafe entryways and broken windows.

At most homes the focus is on energy efficiency improvements, which also make a home more durable and comfortable. Air sealing and insulation added in January 2017 has made a difference at Jim and Judy Lemon’s home on Morrisionia Mesa.

“We do notice the house does not fluctuate in temperature near what it used to. We set the thermostat for 72 and it maintains. Before, it would cool down real fast,” said Jim Lemon, 72.

“It’s a lot warmer during the cold season, and not quite so hot in the summer.”

In Silt, Laura Goodwin, 70, had two stubborn windows that wouldn’t close completely. Through CARE, Woodpecker Workshop repaired the windows so they operate properly and keep out the drafts.

Goodwin was also able to buy a new energy efficient refrigerator at a 50 percent discount. “There were some things wrong with the old fridge, so I really appreciated that,” she said.

North of New Castle, where Patricia and Wendell ‘Kim’ Porter rely on a woodstove for heat, CARE provided air sealing, insulation and four new basement windows.

“The house does not take as long to heat up, and it stays warm longer. When we get up in the morning, it’s not freezing cold,” said Patricia Porter, 68. The old windows used to frost up at night, but the new ones stay clear and dry, she noted.

“We wouldn’t have been able to do it on our own,” Porter said, and she appreciated getting several projects done at one time. “When you get the whole enchilada, it’s more noticeable. It was an instant change.”

For 2018, CLEER received an additional grant from EOC, and Garfield Clean Energy has committed matching funds, making it possible for the CARE program to serve more Garfield County seniors and income-qualified families of all ages.

For a single person, the qualifying income is at or less than $30,460 per year. For couples, it’s $44,640. Homeowners and renters are eligible. To find out more information and how to apply, visit the CARE page on the Garfield Clean Energy website, or contact CLEER at (970) 704-9200 or info@cleane-nergeconomy.org.

Chelsea Self / Post Independent

Garfield Clean Energy, CLEER and the city of Glenwood Springs hosted an electric vehicle ride and drive event on Cooper Avenue on Tuesday afternoon. Community members were invited to check out and/or test drive electric vehicles from six different dealers in a relaxed and low pressure environment.
Hot water flowing again for single mom in Rifle

Submitted to the Citizen Telegram

A single mother in Rifle has a functioning hot water heater, after three months of making do, thanks to Garfield Clean Energy, CLEER, the CARE program and the generosity of U.S. Boiler and Plumbing of Silt.

"It's pretty awesome to know there are people that are willing to help. I am so thankful for that," said Cristal Aguirre Anchondo, 25.

Back in September, the tank water heater in the crawl space under her townhome on Meadow Circle in Rifle failed.

"All of a sudden, the hot water didn't come out," said Aguirre, who has a seven-month-old baby.

She called U.S. Boiler and Plumbing to ask about repairs. Nikki Swick, U.S. Boiler's dispatcher, knew there would be resources to help the young mother. Swick encouraged Aguirre to contact Brandon Jones, an energy consultant for CLEER, which manages the CARE program in Garfield County.

CARE is a regional program that provides free home energy efficiency upgrades to income-qualified families. Funding for CARE is provided by Energy Outreach Colorado, Xcel Energy and other energy utilities in the region. CLEER and Garfield Clean Energy piloted CARE in Garfield County in 2015; since then it has expanded to serve 40 counties. From 2015 through 2018, CARE provided efficiency upgrades for 253 households in Garfield County.

After hearing from Aguirre, Jones quickly scheduled a home energy visit, a free basic service provided by CARE. He installed

LED light bulbs and faucet aerators, arranged for her to receive a new energy-efficient refrigerator, and sized up the water heater problem.

Groundwater had seeped in and flooded the crawlspace around the heater. Two other abandoned water heaters were nearby, indicating a recurring problem.

"This problem had been going on for years, but no one said anything about it," Aguirre said. She purchased the townhouse in 2016.

Jones could see that fixing this problem wasn't going to be simple, and it was likely to cost serious money.

He worked with Rick Shaffer, owner of U.S. Boiler and Plumbing, to plan a permanent solution. Shaffer advised installing a sump pump and vapor barrier in the crawlspace, where the furnace is also located, and installing an energy-efficient on-demand water heater in the garage.

"The project bid came in at $7,216. "There's no way I could pay that," recalled Aguirre, who works as a housekeeper in Aspen. She tried to get a loan, but couldn't qualify. She remembers thinking, "I don't know what I am going to do."

Meanwhile, Jones combed the local CARE budget, talked with CLEER program managers at Energy Outreach Colorado, and conferred with Shaffer. In November, he called Aguirre to explain a new plan.

Jones would use $2,200 from the local CARE budget, funded by Energy Outreach Colorado, and another $3,000 from Energy Outreach health and safety fund. The water heater qualified for a $300 rebate from Xcel Energy. And U.S. Boiler and Plumbing offered to cover the entire $2,200 cost of purchasing and installing the sump pump and vapor barrier.

"From time to time, we find these people who really need help, and we try to step up on that level," Shaffer said. "In 2018, we did probably $50,000 in donated services to families needing help with furnace repairs, furnace replacements and water leaks."

"We are a for-profit business, but you don't want to turn your back on people who truly need help. We are trying to set the example," he added.

"Thanks to their expertise and generosity, U.S. Boiler and Plumbing made hot water possible for Aguirre and her son," Jones said. "Not only was the company able to identify a permanent solution to the crawlspace flooding, but they donated it."

The combined funding left a balance of $466, paid by Aguirre. "I was, like, wow!" she said.

U.S. Boiler had a packed full schedule, so the job was scheduled for December. In the meantime, Aguirre and her seven-month-old son Jonathan continued to bathe at her parents' home in New Castle, and she heated water on the stove for dishwashing.

The first week of December, the U.S. Boiler crew removed all three failed water heaters, dug a sump pit and installed the sump pump, and covered the crawlspace dirt with a vapor barrier of thick plastic sheeting. The crew installed a Navien tankless on-demand water heater, which features a totally sealed combustion chamber and a high Energy Star rating, in the garage.

Now Aguirre has plenty of hot water for showers, baths for Jonathan, dishwashing and cleaning.

It's too early to know whether Aguirre will see a change in her natural gas bill, but she has peace of mind knowing her new hot water system won't fail.

The CARE program continues to provide free home energy visits and energy efficiency upgrades to income-qualified households across Garfield County. To learn more, contact CLEER at 704-9200, or visit cleerenergyfamily.net.
Solar summit launches tri-county ‘roadmapping’ effort

National Renewal Energy Lab in Golden helping lead local discussion

Staff report

Decision-makers from Garfield, Pitkin and Eagle counties are to gather in Glenwood Springs Thursday to launch a planning process that’s intended to usher in more solar projects across the region.

The all-day event is presented by Clean Energy Economy for the Region (CLEER) and Garfield Clean Energy, in partnership with the National Renewable Energy Laboratory (NREL), based in Golden.

Organizers say the time is right for the three counties to come together to plan for new solar projects on a regional scale.

“We have a window of opportunity now in 2019 to really bend the curve on solar energy in our region,” Katharine Rushton, CLEER’s renewable energy program director said in a press release announcing the summit.

“This solar roadmapping workshop is pivotal to kickstart that,” she said.

Rushton added that the cost of installing solar has fallen to the point where it’s as cheap as conventional energy.

In conjunction, electric utilities and local governments in the region have begun adopting stronger “clean-energy” targets. And, Gov. Jared Polis’s goal of 100 percent renewable energy by 2040 means Colorado now has one of the most ambitious targets in the country.

Locally, Garfield, Pitkin and Eagle counties are in the process of establishing a Regional Clean Energy Corridor Network to take advantage of the opportunities.

The Network concept emerged from a roundtable meeting in December aimed at developing regional approaches to accelerating project and aligning the interests of local governments, utilities, nonprofits and other stakeholders.


The summit is open to the public. To register, visit CLEER’s website or the Eventbrite page.

According to the press release, the collaborative process will “enable the three counties to benefit from economies of scale, access state funding, pool resources, share best practices and come up with innovative new ideas.”

Advancing solar on a regional scale helps achieve three important goals, organizers said.

The workshop will include staff members and elected officials of local governments and utilities, solar industry representatives and others in the solar development field. NREL staff will lead the session and will provide information about technical resources.
KEYS TO SUCCESS

The benefits to Garfield County’s economy from energy efficiency, local renewable energy and alternative transportation fuels have been made possible by:

• State-local partnerships
• Ongoing multiple sources of investment and funding, including state and federal funding
• Countywide collaborative framework
• Public sector/private sector partnerships
• Local, regional and state leadership and vision

PARTNERS INCLUDE:

STATE AND FEDERAL FUNDING SOURCES:
Colorado Department of Local Affairs (2009-2011)
Colorado Energy Office
Department of Energy/Better Buildings Grants (through 2014)

GCE: GarfieldCleanEnergy.org
CLEER: CleanEnergyEconomy.net
CLEER Offices: 970-704-9200

How energy efficiency, clean transportation and local power create measurable economic benefits:
• Diversify the economy
• Create and expand new business opportunities
• Lower energy costs for families, businesses, and governments, freeing up funds for other priorities
• Grow the local economy
• Create new jobs
• Lower business operating expenses
• Create competitive advantages
• Stabilize energy costs
• Use Colorado-produced natural gas and electricity for alternative transportation fuels

Garfield Clean Energy Targets

Energy efficiency
• Achieve a 20 percent increase in energy efficiency over the 2015 baseline by 2030

Local power
• Obtain 35 to 50 percent of energy from renewable sources by 2030

Clean transportation
• Reduce petroleum consumption by 25 percent from the 2009 baseline by 2020

Energy efficiency and renewable energy targets adopted in 2017 through the Partners in Energy project, sponsored by Garfield Clean Energy, Xcel Energy and CLEER

FOR MORE INFORMATION

GCE: GarfieldCleanEnergy.org
CLEER: CleanEnergyEconomy.net
CLEER Offices: 970-704-9200
ENERGY INNOVATIONS CREATE COUNTYWIDE ECONOMIC DEVELOPMENT

JUST A FEW EXAMPLES

ENERGY EFFICIENT BUSINESSES
340 businesses tapped incentives and technical advice to make energy upgrades, such as East Third Street Professional Building and Eater Trucking in Rifle.

SALT WATER PLANT SOLAR
Water treatment plants are major energy uses. A 234-kW solar array powers 100% of Silt Water Treatment Plant annual electricity.

WASTEWATER TREATMENT EFFICIENCY
Fire testing operations at New Castle’s wastewater treatment plant delivered cost savings.

LOCAL POWER FOR BUSINESS
Glenwood Springs Subaru replaced parking lot lights with affordable LEDs and installed a 96 kW solar array, cutting electric bills by 44%.

CGF FLEETS AND FUELING
Compressed natural gas (CNG) is a locally produced alternative for truck fleets. Fueling stations in Glenwood Springs, Parachute and Silt meet most new demand.

RESIDENTIAL REVOLVING LOAN FUND
GCE revolving loan fund has financed energy efficiency upgrades for 48 households since 2012. For most families, energy savings offset loan payments.

RIDE GARFIELD COUNTY
The multi-year Ride Garfield County campaign promotes bicycling, walking and riding transit. The effort helped Glenwood Springs reduce traffic congestion during the 95-day bridge detour in Fall 2017.

BUILDING ENERGY NAVIGATOR
CLEER’s Building Energy Navigator website displays energy data for 90 government buildings countywide. It’s a valuable tool for facility managers. Neko, like this one at the Glenwood-Barracuda Center, provides easy public access to energy data.

PROJECTS SPUR BUSINESS DEVELOPMENT
Clean energy projects have stimulated demand for 353 contractors and suppliers since 2011, such as these two home energy assessment and insulation contractors.

HELPING FAMILIES CUT ENERGY COSTS
In partnership with Energy Outreach Colorado and utilities, GCE and CLEER have helped over 1,200 households make energy improvements, reducing energy costs for families countywide.

BETTER BOTTOM LINE
Businesses achieve rapid payback from electrical savings by replacing old fluorescents with LEDs, such as Toad & Co. and Glenwood Adventure Co. in Glenwood Springs.

PARACHUTE SOLAR FLOWERS
Unique array powers I-70 Rest Area. Others power Posticket’s Library, town hall and water plant.

BATTLEMENT MESA WATER PLANT
Mesa Verde District installed a 456 kW solar array for its water treatment plant, providing all of its electricity.

SILT WATER PLANT SOLAR
Mesa Verde District installed a 456 kW solar array for its water treatment plant, providing all of its electricity.

SILoII NEW CASTLE SILT GLENWOOD SPRINGS RIFLE CARBONDALE PARACHUTE

GARFIELD COUNTY
COLORADO
POPULATION 59,000

x 64 counties = more resilient statewide economy and achieving statewide goals

BY THE NUMBERS

Energy efficiency, local power, and clean transportation add up to measurable economic and environmental benefits.

CUMULATIVE RESULT 2010-2018:
(except where noted)

ENERGY EFFICIENCY

Households
12,611 Household projects
$471,574 Annual energy savings

Commercial
340 Businesses, churches, nonprofit projects
$599,694 Annual energy savings

Government
34 Government facility energy efficiency upgrades
$1.3 million Investment stimulated
90 Buildings Using Navigator data to cut costs
$798,326 Annual energy savings

LOCAL POWER

32 Government buildings, facilities, schools and libraries powered by solar energy
4.6 megawatts

6 Community solar gardens
6.6 megawatts

TOTAL of all government and solar gardens produces enough to power 2,400 homes

CLEAN TRANSPORTATION

40 (77 plugs) Public EV charging stations
5 Public compressed natural gas (CNG) fueling stations
32 (~ 23% of fleet) RFTA fleet CNG buses
87 Electric vehicles (EV) in Garfield County
375+ Ride Garfield County (countywide bike commuter program) participants 2015-2017
120,000 Bicycle miles ridden

ECONOMIC BENEFITS

353 Participating contractors and distributors
$7,043,000 Cumulative energy savings
over $40 million stimulated including all solar, CNG stations, and energy efficiency upgrades

ENVIRONMENTAL BENEFITS

69,204 metric tons of carbon avoided to date, from just the energy efficiency projects, equivalent to annual carbon from 7,473 homes or 14,819 vehicles

April, 2019 Update
Renewable and Clean Energy Challenge Planning, Infrastructure, and Implementation Projects

Funding Available: $12,000,000

Purpose:
The Department of Local Affairs (DOLA) is launching a catalytic Renewable/Clean Energy Challenge grant program, to spark efforts in reaching Colorado’s 2040 100% renewable energy goal. $2 million has been set aside for planning efforts; the remaining $10 million will be allocated for implementation.
Projects funded by this initiative should achieve renewable energy, energy efficiency, and energy conservation efforts; support innovations in renewable energy; achieve multiple objectives and/or serve those with the greatest need; develop plans, studies, and policies that further long-term, large-scale renewable energy generation and energy conservation. Projects considered will be those that respond to needs and opportunities identified by the local government.

Eligible Entities
Municipalities, counties, school districts, special districts and other political subdivisions and state agencies

Process
Grants will be accepted for planning and implementation projects. Notice of Funds Available will open July 1, 2019 and close August 1, 2019. Funding decisions for planning grants will be made in November 2019; letters of inquiry for implementation projects will be due September 1, 2019. Invited applicants will submit applications by December 1, 2019, and funding decisions will be made in March 2020.

Planning
Planning activities may be undertaken by individual local governments, multijurisdictional collaboration, or on a regional basis to identify opportunities, infrastructure needs, and to identify potential partnerships among public and private entities to achieve this renewable energy goal. Local governments applying for planning grants must contribute a minimum of 25% match. Request amount will be limited to the Tier I cap of $200,000.

Implementation
DOLA will support efforts by local governments to implement demonstration projects that will move recipient communities towards 100% renewable energy by 2040. In an effort to make the most impact with these dollars, an emphasis will be placed on funding large scale demonstration projects statewide that will serve as models for future projects throughout the state. As with other capital construction projects, applicants are required to match grant funds on a dollar-for-dollar basis. In cases where the applicant’s financial condition does not permit a 50/50 match, a minimum match of 25% is required.

Contacts
Colorado Department of Local Affairs, Division of Local Government
Please contact your Regional Manager for more information
INTRODUCTION

Members of the Collaborative are Garfield County, the Town of Parachute, City of Rifle, Town of Silt, Town of New Castle, City of Glenwood Springs, Town of Carbondale, Roaring Fork Transportation Authority and Colorado Mountain College. These partners have joined together to use energy efficiency, renewable energy and alternative fuels to build a stronger, more resilient and energy-secure economy. Households, businesses and governments across Garfield County are cutting energy bills, and local businesses are benefiting from contracts and sales.


Accomplishments 2009 through 2017

Private sector
• 1,006 households and 277 businesses invested in energy efficiency upgrades: over $2 million in savings to date
• $487,000 loaned from the Residential Revolving Loan Fund; 49 loans

Government sector
• 34 government energy efficiency building upgrades
• 9 local government partners using ongoing energy consultations for energy efficiency
• 90 buildings tracking energy savings on the Building Energy Navigator and using energy management strategies

Renewable energy sector
• 32 solar arrays on government buildings generating 4.6 megawatts
• 3 Community solar gardens generating 5.5 megawatts

Transportation sector
• 26 (45 plugs) electric vehicle charging stations
• 34 Compressed Natural Gas (CNG) transit buses, 2 Traveler vans and CNG fueling station based at RFTA’s Glenwood Maintenance Facility
• 2 CNG stations

Economic development results
• Energy cost savings from all tallied projects: $1.8 million per year
• 172 contractor and supplier businesses benefitting from work and product sales
• Initial DOLA grant funding stimulated $32 million in private and public investment in clean energy upgrades, equipment and vehicles, benefitting the local economy

GARFIELD CLEAN ENERGY COLLABORATIVE: VISION, MISSION AND GOALS

Garfield Clean Energy Vision Statement
Garfield Clean Energy Collaborative (GCE) will be a national leader in using energy efficiency, renewable energy, and alternative fuels to build a strong, resilient, and diverse economy.

Garfield Clean Energy Mission Statement
The mission of the Garfield Clean Energy Collaborative is to provide energy efficiency solutions, education and alternative and renewable energy opportunities to all individuals and organizations, for the purpose of building a stronger, more resilient economy benefiting citizens of Garfield County.

Goals
Collaborating with local governments, utilities, non-profit organizations, and businesses, GCE’s overarching goals will be to:

Goal No. 1: Achieve 20% energy efficiency over the 2015 baseline by 2030, as a means to a stronger, more resilient and energy-secure economy.

Goal No. 2: Reduce petroleum fuel consumption 25% by 2020, over a baseline 2009, as a means to a stronger, more resilient and energy-secure economy.

Goal No. 3: Obtain between 35% and 50% of our energy from renewable sources by 2030 as a means to a stronger, more resilient and more energy-secure economy.

Goal No. 4: Identify and implement adequate and sustainable funding for Garfield Clean Energy, to achieve our mission.

Garfield Clean Energy 2019 Goals and Strategies

Focus Area 1 – Commercial – Agricultural – Industrial

The commercial, industrial, and agricultural sector accounts for the largest portion of energy use in the county, and therefore presents the largest opportunity for savings. Increases in energy efficiency in this sector will also result in significant economic benefits and is key to reaching overall GCE targets. 2019 goals and strategies build on programs to date that have engaged commercial, agricultural and industrial energy users.

2019 Goals:
1. Recruit 50 businesses with committed projects from the following sectors:
   • 3 Oil and Gas
   • 3 Cannabis
   • 3 Agricultural
2. Provide coaching services to at least 80 businesses
3. Contact the following entities to recruit a representative to be part of ongoing GCE coordination and present to GCE
   • Holy Cross Energy
   • Xcel Energy
   • Glenwood Electric

Strategies:
   • Continue to provide outreach and education to this sector on opportunities for reducing energy costs
   • Continue implementing a marketing / public relations campaign
   • Find or develop a financing option for small businesses, potentially converting the Residential Revolving Loan Fund
   • Provide trainings and workshops for commercial businesses and contractors, including focused workshops on agricultural opportunities

Focus Area 2 – Residential – Market Based and Low Income

Residential energy use accounts for 34 percent of county-wide electricity use and 64 percent of county-wide natural gas use. Helping households cut energy expenses is especially important in a region that faces affordable housing challenges, giving families more disposable income for other important priorities.

2019 Goals
   1. Engage in 150 coaching encounters
   2. Complete 120 residential projects
   3. Facilitate 3 outreach programs or events
   4. Complete 40 household projects in the CARE program
   5. Complete 3 multifamily projects

Strategies:
   • Target Multi-Family Units for coaching
   • Target HOAs for coaching and outreach to their residents
   • Check in with Senior Housing facilities across the county for additional projects and assistance
   • Continue the congregation outreach
   • Secure interns in the summer for outreach at farmers markets and other events in all the communities (if funding for interns can be secured)

Focus Area 3 – Government and Public Institutions

Maximizing energy savings and tapping energy innovations for public facilities demonstrates efficient use of tax-payer funds, ensures local governments are leading by example on resource efficiency, and is an important part of regional economic resilience.

2019 Goals
   1. Make 10 new non-GCE contacts
2. Contract 3 new non-GCE member projects
3. Recruit 1 new GCE member from this sector
4. Present a GCE overview at 1 City Council meeting per municipality
5. Meet with the City or Town manager for each municipality
6. Strive for 100% of building and expansion projects to be evaluated by CLEER staff
7. Provide the means for all GCE partners to access their energy data
8. Identify ways to streamline energy use tracking by giving CLEER access to their utility bills
9. Encourage all GCE partners to utilize the Energy Navigator and document the results
10. Provide energy assessments to 50% of GCE members

Strategies:

• Continue with Energy Management and Tracking
• Expand GCE’s presence within:
  o Post Offices
  o Schools / School Districts
  o Libraries
  o Fire Districts
  o Recreation Districts
  o The Colorado River District
  o CDOT
  o Hospitals
  o Metro Districts
• Reach out to new build opportunities via Buildings and Planning & Zoning Departments
• Host interest specific Round Table or Focus Groups
  o Building and Planning Departments
  o Commercial contractors such as Safebuilt and Hall Ryan Construction
  o Facilities Managers

**Focus Area 4 – Transportation**

GCE has focused on a 3-pronged approach to reach GCE petroleum dependence goals: work for providing cleaner fuels, encourage purchase of cleaner vehicles, and encourage active transportation and transit. 2019 goals and strategies build on CNG and electric vehicle successes to date and continue to encourage use of and access to trails, safe routes and transit.

**2019 Goals**

1. Facilitate progress on CNG station construction
2. Add 6 Recharging Stations – 1 in each municipality
3. Continue the Ride Garfield County Program - bike to work and school days, special events, commuter challenges.
4. Provide LOVA Trail and other warranted trails support
5. Increase the local ownership of electric vehicles
Strategies
• Target transportation and transit expansion opportunities between Parachute and Rifle
• Create a bulk installation plan and grant application for charging stations across the county
• Continue participation with Electric Vehicle promotions
• Monitor number and condition of Recharging Stations across the county considering:
  o FMLD Grants
  o VW award monies
  o Upgrading existing stations
  o Holy Cross, RFTA, Glenwood Electric participation

Focus Area 5 – Renewable Energy
Energy efficiency in the built environment is key to any long-term goals; however, energy efficiency alone will only take the county so far. As the county population continues to increase and demand for energy necessarily follows that pattern, it becomes more important to look toward generating renewable energy in order to have a more robust and resilient community and economy. Taking the long view about energy implies an understanding of need, capacity, innovation, and policy that removes barriers and encourages investment and participation in renewable energy throughout the county.

2019 Goals
• Continue to facilitate the growth of solar throughout the county.
• Organize at least one workshop for local governments to provide info on renewable options for governments.
• Work with each jurisdiction to achieve SolSmart certification (the County and all municipalities)
• Identify 3 micro-hydro projects in Garfield County and lay the groundwork to pursue.
• Implement a community solar bulk buy program increasing renewables on homes

Strategies:
• Continue to build the regional partnerships and collaboration to meet renewable energy targets with maximum local economic benefits and job training; continue to build on region’s participation with National Renewable Energy Lab’s Solar Energy Innovation Network
• Continue to work for implementation of additional innovative renewable projects such as Micro Hydro and renewable technologies presented at 2017 GCE Clean Energy Innovation workshop
• Provide information to local governments with renewable financing options and coaching for local governments
• Promote financing programs for businesses and residents to increase installation of renewables
• Generate marketing and outreach stories promoting renewable energy options in Garfield County
Garfield Clean Energy Collaborative 2019 Budget

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I certify this is a true and accurate copy of the Garfield Clean Energy Collaborative 2018 Budget.

By: ______________________________ Stuart McArthur, Chairperson. Date:__________
I certify this is a true and accurate copy of the Garfield Clean Energy Collaborative 2018 Budget.

By: ___________________________ Stuart McArthur, Chairperson. Date:__________

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<td>91000 Project Management, Reporting, Strategic Planning, Meetings, Budgeting, Policy</td>
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<td>TOTAL EXPENSES</td>
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MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday May 16, 2019

Commissioners Present:
Michael Durant, Chair
Ken Harrington, Vice-Chair
Tristan Francis (2nd Alternate)
Jeff Davlyn
Jade Wimberley
Jay Engstrom

Commissioners Absent:
Nicholas DiFrank (1st Alternate)
Marina Skiles
Nick Miscione

Other Persons Present
Chris Beebe

The meeting was called to order at 7:04 p.m. by Michael Durant.

April 25, 2019 Minutes:

Jade made a motion to approve the April 25, 2019 minutes. Jeff seconded the motion and they were approved unanimously with Jade, Tristan and Jeff abstaining.

Resolution 6, Series of 2019 - Approving ADU – 182 Sopris Avenue
Ken made a motion to approve Resolution 6, Series of 2019, approving the Minor Site Plan Review and Conditional Use Permit at 182 Sopris Avenue. Jay seconded the motion and it was approved unanimously.

Public Comment – Persons Present Not on the Agenda

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

PUBLIC HEARING – Minor Site Plan Review & Special Use Permit
Location: 417 Sopris Avenue
Applicant – Chris Beebe

John said that this is an application for a Minor Site Plan Review and Special Use Permit. He stated that the Commission is required to hold a public hearing and approve the application, deny it or continue the public hearing.

John explained that the applicant is proposing to construct a single-family residence with an attached accessory dwelling unit.
John continued by saying that a Single-Family Dwelling and an ADU was originally approved for this parcel in 2014 under the pre-UDC land use code. He stated that the applicant submitted a building permit application recently. He said that Staff determined that the changes to the originally approved structure merited a resubmittal and review under the UDC.

John said that Staff also debated whether or not the application met the purpose section of the OTR district but ultimately felt the application was in conformance with the surrounding neighborhood and that it should proceed to the P&Z for review.

John outlined the following:

**Zoning**

An ADU is allowed to be up 10% of the total lot size up to a maximum of 650 square feet, the proposed ADU is 524 square feet in size or about 7% of the lot size.

**Setbacks**

The required setbacks in the OTR zone district have been met.

**Maximum Impervious Surface**

40% maximum impervious allowed, plans indicate 32.4% of the lot will be impervious.

**Building Height**

The proposed structure is indicated to be 24.5 feet in height with a maximum allowed of 25 feet.

**Parking**

Section 5.8.3. of the UDC requires 2.5 parking spaces for the main dwelling, and 2 spaces for an ADU.

Two spaces are provided in the garage with an additional three space to the sides of the garage for a total of 5 parking spaces. All parking is accessed from the alley.

**Building Design**

The structure is setback from the Sopris Avenue ROW. The front of the structure has variations utilizing “stepping” of the walls and roof. The front door is street facing located on a stepped back porch. There is a variation in materials to each side of the structure as well as metal louvered sunshades over the windows of the structure.

The surrounding neighborhood is an eclectic mix of styles and designs. The types of structures range from the Historic Fender to house to more modern designs that are similar in nature to the proposed structure.
Jay asked for clarification if the Commission were just reviewing the ADU or the entire house.

John said the review is for the entire project.

Chris Beebe explained the project. He said that it was schematically close to his previous plans approved. He said that the outdoor space for the ADU was on the roof. He stated that he appreciates the Town’s efforts to provide housing with an ADU, in the Code. He said that this lot was part of the garden and orchard for the Fender house and that his design lends itself to the historical home. He said that this design is more interesting than his previous design for this lot.

There were no members of the public present

**Motion to Close Public Hearing**

A motion was made by Jeff to close the public hearing. Jay seconded the motion and it was approved unanimously.

Jade asked if the roof was flat or not.

Chris explained that the roof was flat and that less square footage would be lost with a flat roof verses a slanted roof.

Discussion ensued about other roofs around town.

Jay said that the application looked great.

**Motion**

Jay made a motion to approve the Minor Site Plan Review and Conditional Use Permit for an Accessory Dwelling Unit with the conditions in the Staff report. Ken seconded the motion and it was approved unanimously.

**Staff Update**

John said that the Commission had received an email regarding the work session with the Board this coming Tuesday regarding the housing study and discussion of next steps.

John said that there were no applications for the May 30 meeting and asked the Commission if they would like to meet. The Commission canceled the meeting.

**Commissioner Comments**

Michael asked if there were comments on the Housing Study.
Jeff commented that it was interesting and illuminating. He said that there was a gap identified, young professionals can’t afford to live here verses elsewhere.

Ken said that as land cost prices go up annexation could be a possibility.

There was a discussion regarding short term rentals.

**Motion to Adjourn**

A motion was made by Ken to adjourn. Jeff seconded the motion and the meeting was adjourned at 8:15.