<table>
<thead>
<tr>
<th>TIME*</th>
<th>ITEM</th>
<th>DESIRED OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:10</td>
<td>1. Roll Call</td>
<td></td>
</tr>
<tr>
<td>6:10</td>
<td>2. Consent Agenda</td>
<td>ATTACHMENT A</td>
</tr>
<tr>
<td></td>
<td>a. Accounts Payable</td>
<td>ATTACHMENT B</td>
</tr>
<tr>
<td></td>
<td>b. BOT 4/18/17 Work Session Minutes</td>
<td>ATTACHMENT C</td>
</tr>
<tr>
<td></td>
<td>c. BOT 4/25/17 Regular Meeting Minutes</td>
<td>ATTACHMENT D</td>
</tr>
<tr>
<td></td>
<td>d. Retail Marijuana Infused Products (MIPS) License Renewal Application – Colorado Product Services</td>
<td>ATTACHMENT E</td>
</tr>
<tr>
<td></td>
<td>e. Medical Marijuana Infused Products (MIPS) License Renewal Application – Colorado Product Services</td>
<td>BOT Action Desired</td>
</tr>
<tr>
<td>6:15</td>
<td>3. Persons Present Not On The Agenda</td>
<td></td>
</tr>
<tr>
<td>6:25</td>
<td>4. Trustee Comments</td>
<td></td>
</tr>
<tr>
<td>6:35</td>
<td>5. Special Event Liquor License – Thunder River Theatre</td>
<td>ATTACHMENT F</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BOT Action Desired</td>
</tr>
<tr>
<td>6:40</td>
<td>6. Public Hearing – Crystal Village Lot A – Major Site Plan Review</td>
<td>ATTACHMENT G</td>
</tr>
<tr>
<td></td>
<td>Applicant: CBS Village Lane, LLC</td>
<td>BOT Action Desired</td>
</tr>
<tr>
<td></td>
<td>Location: Lot A, Crystal Village PUD</td>
<td></td>
</tr>
<tr>
<td>7:10</td>
<td>7. Roaring Fork High School – Mental Health Counselor Proposal</td>
<td>ATTACHMENT H</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BOT Action Desired</td>
</tr>
<tr>
<td>7:30</td>
<td>8. Thompson Divide - Litigation</td>
<td>ATTACHMENT I</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BOT Action Desired</td>
</tr>
<tr>
<td>Time</td>
<td>Item Description</td>
<td>Action</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>8:00</td>
<td>Ballentine Housing Mitigation Plan</td>
<td>BOT</td>
</tr>
<tr>
<td>8:30</td>
<td>Old Landfill Remediation Contract</td>
<td>BOT</td>
</tr>
<tr>
<td>8:40</td>
<td>Discussion on CPAC Sponsorships</td>
<td>BOT</td>
</tr>
<tr>
<td>9:00</td>
<td>Administrative Reports/Correspondence</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Planning &amp; Zoning 4/13/17 Minutes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Carbondale Public Arts Commission 4/6/17 Minutes</td>
<td></td>
</tr>
<tr>
<td>9:00</td>
<td>Adjourn</td>
<td></td>
</tr>
</tbody>
</table>

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

Item No: Attachment A
Meeting Date: 05.09.17

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 05.09.17

DISCUSSION: The accounts payable include new computers for Finance, Public Works, Police, Wastewater and Water. Two new vehicles for $65,900.37 from Glenwood Springs Ford are included; one new truck for Recreation and one new truck for the Wastewater Fund. Distribution pumps were purchased for $53,366.00 for the Crystal Well. The Police Department had training for area officers by Dodson Training Resource for $5,290.82. The 3rd Street Construction project is nearing completion as is the Village Road Sidewalk. The accounts payable includes payment to TJ Concrete for the sidewalk project of $48,385.00, a progress payment to Johnson Construction of $245,329.61 and a payment of $11,770.20 to SGM on the 3rd Street project.

The payroll for 5.05.17 was $143,680.78. Tax liability for the town was $8,217.43. Pension and Retirement liability was $9,596.46.

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

Renae
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-2175</td>
<td>INSURANCE PAYABLE</td>
<td>10650</td>
<td>MAY PREMIUMS</td>
<td>INV 0017904</td>
<td>9716</td>
<td>04/07/2017</td>
<td>97,930.80</td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>97,930.80</td>
</tr>
<tr>
<td>01-2177</td>
<td>GARNISHMENTS PAYABLE</td>
<td>19540</td>
<td>GARNISHMENT</td>
<td>04212017RR</td>
<td>9748</td>
<td>04/21/2017</td>
<td>254.50</td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>203.50</td>
</tr>
<tr>
<td>01-4194-3410</td>
<td>UTILITIES</td>
<td>92495</td>
<td>756 HWY 133, PUBLIC WORKS</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>213.52</td>
</tr>
<tr>
<td>01-4194-3410</td>
<td>UTILITIES</td>
<td>92495</td>
<td>TOWN HALL</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>343.22</td>
</tr>
<tr>
<td>01-4194-3410</td>
<td>UTILITIES</td>
<td>23400</td>
<td>DATA LINE ENERGY COLLECTI</td>
<td>385256794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>66.66</td>
</tr>
<tr>
<td>Total BUILDING OPERATIONS DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,521.41</td>
</tr>
<tr>
<td>01-4215-3450</td>
<td>TELEPHONE COSTS</td>
<td>23400</td>
<td>TOWN HALL</td>
<td>385256794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>66.66</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE COSTS</td>
<td>23400</td>
<td>POLICE</td>
<td>385256794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>46.29</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE COSTS</td>
<td>23400</td>
<td>6191 PW</td>
<td>385256794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>46.33</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE COSTS</td>
<td>23400</td>
<td>1307 PW</td>
<td>385256794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>46.33</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE COSTS</td>
<td>23400</td>
<td>0620 PW</td>
<td>385256794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>46.34</td>
</tr>
<tr>
<td>Total COMMUNICATIONS DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>318.51</td>
</tr>
<tr>
<td>01-4310-3410</td>
<td>UTILITIES</td>
<td>57760</td>
<td>DOWNTOWN SIGN</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>56.24</td>
</tr>
<tr>
<td></td>
<td>UTILITIES</td>
<td>57760</td>
<td>DT ELECTRIC CIRCUIT</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.94</td>
</tr>
<tr>
<td></td>
<td>UTILITIES</td>
<td>57760</td>
<td>8TH &amp; MAIN</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.79</td>
</tr>
<tr>
<td></td>
<td>UTILITIES</td>
<td>57760</td>
<td>INDICA WAY</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>12.39</td>
</tr>
<tr>
<td></td>
<td>UTILITIES</td>
<td>57760</td>
<td>21 N 2ND ST LT</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>24.14</td>
</tr>
<tr>
<td></td>
<td>UTILITIES</td>
<td>57760</td>
<td>216 S 2ND ST LT</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>16.33</td>
</tr>
<tr>
<td></td>
<td>UTILITIES</td>
<td>57760</td>
<td>610 MAIN ST LT</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>13.00</td>
</tr>
<tr>
<td></td>
<td>UTILITIES</td>
<td>57760</td>
<td>625 MAIN ST LT</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>14.86</td>
</tr>
<tr>
<td></td>
<td>UTILITIES</td>
<td>57760</td>
<td>701 MAIN ST LT</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>14.27</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
<td>Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>------------</td>
<td>-------------</td>
<td>------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>668 MAIN ST LT</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>21.51</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>648 MAIN ST LT</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>21.27</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>37 N 8TH ST LT</td>
<td>542616086</td>
<td>9737</td>
<td>04/14/2017</td>
<td>17.51</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>40 S 8TH ST LT</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>17.86</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>465 MAIN ST LT</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>20.15</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>465 MAIN ST LT</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>20.15</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>PUMP STATION</td>
<td>57760</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
<td></td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>200 JEWELLS LANE</td>
<td>542010694</td>
<td>9735</td>
<td>04/10/2017</td>
<td>14.78</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>204 JEWELS LANE</td>
<td>542010694</td>
<td>9735</td>
<td>04/10/2017</td>
<td>32.51</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>206 JEWELS LANE</td>
<td>542010694</td>
<td>9735</td>
<td>04/10/2017</td>
<td>11.71</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>449 WEANT</td>
<td>542383282</td>
<td>9736</td>
<td>04/12/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>LIBRARY STREET LIGHTS</td>
<td>542383282</td>
<td>9736</td>
<td>04/12/2017</td>
<td>23.05</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>277 S 4TH STREET</td>
<td>542368282</td>
<td>9736</td>
<td>04/12/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>522 HWY 133 LIGHTS</td>
<td>542550030</td>
<td>9744</td>
<td>04/13/2017</td>
<td>54.81</td>
</tr>
<tr>
<td>01-4310-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>900 HWY 133 LIGHTS</td>
<td>542550030</td>
<td>9744</td>
<td>04/13/2017</td>
<td>57.00</td>
</tr>
<tr>
<td><strong>Total STREETS DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>506.04</strong></td>
</tr>
<tr>
<td>01-4500-3410 UTILITIES</td>
<td>BLACK HILLS ENERGY</td>
<td>92495</td>
<td>ARENA BUILDING</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/16/2017</td>
<td>50.26</td>
</tr>
<tr>
<td>01-4500-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>NF BALLFIELDS</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>01-4500-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>HWY 133 BASEBALL</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>01-4500-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>NORTHFACE</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>344.37</td>
</tr>
<tr>
<td><strong>Total RECREATION DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>424.71</strong></td>
</tr>
<tr>
<td>01-4520-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>MINERS PARK</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>01-4520-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>MINERS PARK RR</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>01-4520-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>HENDRICKS PARK</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>01-4520-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>TRIANGLE PARK</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>101.73</td>
</tr>
<tr>
<td>01-4520-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>SOPRIS PARK</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>01-4520-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>HWY 133 SPRINKLERS</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>01-4520-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>PARK RR/CHAMBER</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------------------</td>
<td>------------</td>
<td>----------------------------------</td>
<td>------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------</td>
</tr>
<tr>
<td>01-4520-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>SOPRIS II</td>
<td>542618066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>11.32</td>
</tr>
<tr>
<td>01-4520-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>SOPRIS III</td>
<td>542618066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total PARKS &amp; CEMETERY DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>186.83</strong></td>
</tr>
<tr>
<td>31-4335-3410 UTILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>92495</td>
<td>BLACK HILLS ENERGY</td>
<td>31-4335-3410 UTILITIES</td>
<td>WWTP HEADWORKS 171 HWY</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>248.43</td>
</tr>
<tr>
<td>92495</td>
<td>BLACK HILLS ENERGY</td>
<td>31-4335-3410 UTILITIES</td>
<td>171 HWY 133, WW GARAGE</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>85.35</td>
</tr>
<tr>
<td>92495</td>
<td>BLACK HILLS ENERGY</td>
<td>31-4335-3410 UTILITIES</td>
<td>DIGESTER</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>2,302.21</td>
</tr>
<tr>
<td>92495</td>
<td>BLACK HILLS ENERGY</td>
<td>31-4335-3410 UTILITIES</td>
<td>UTIL ADMIN (1/2; 171 HWY 133)</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>31.41</td>
</tr>
<tr>
<td>92495</td>
<td>BLACK HILLS ENERGY</td>
<td>31-4335-3410 UTILITIES</td>
<td>A BASIN</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>136.35</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>31-4335-3410 UTILITIES</td>
<td>3140 UTILITIES 1/2</td>
<td>385258794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>29.03</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>31-4335-3410 UTILITIES</td>
<td>2362 UTILITIES 1/2</td>
<td>385258794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>29.03</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>31-4335-3410 UTILITIES</td>
<td>PLANT ALARM</td>
<td>385258794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>44.53</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>31-4335-3410 UTILITIES</td>
<td>DIRECTOR COMPUTER</td>
<td>385258794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>35.52</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total WASTEWATER DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>2,943.86</strong></td>
</tr>
<tr>
<td>41-4335-3410 UTILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>92495</td>
<td>BLACK HILLS ENERGY</td>
<td>41-4335-3410 UTILITIES</td>
<td>RFWTP 610 N 4TH ST</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>118.02</td>
</tr>
<tr>
<td>92495</td>
<td>BLACK HILLS ENERGY</td>
<td>41-4335-3410 UTILITIES</td>
<td>WATER GARAGE</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>133.77</td>
</tr>
<tr>
<td>92495</td>
<td>BLACK HILLS ENERGY</td>
<td>41-4335-3410 UTILITIES</td>
<td>UTIL ADMIN (1/2) 171 HWY 133</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>31.41</td>
</tr>
<tr>
<td>41660</td>
<td>CENTURYLINK</td>
<td>41-4335-3410 UTILITIES</td>
<td>1662 RFWTP</td>
<td>1406579887</td>
<td>9743</td>
<td>04/11/2017</td>
<td>7.44</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>41-4335-3410 UTILITIES</td>
<td>RF WELLS</td>
<td>385258764</td>
<td>9709</td>
<td>04/01/2017</td>
<td>47.87</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>41-4335-3410 UTILITIES</td>
<td>1662 RFWTP</td>
<td>385258764</td>
<td>9709</td>
<td>04/01/2017</td>
<td>47.87</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>41-4335-3410 UTILITIES</td>
<td>1662 RFWTP</td>
<td>385258794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>29.03</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>41-4335-3410 UTILITIES</td>
<td>3140 UTILITIES 1/2</td>
<td>385258794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>29.03</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>41-4335-3410 UTILITIES</td>
<td>2362 UTILITIES 1/2</td>
<td>385258794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>29.04</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>41-4335-3410 UTILITIES</td>
<td>NC WTP</td>
<td>385258794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>53.74</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>41-4335-3410 UTILITIES</td>
<td>DIRECTOR COMPUTER</td>
<td>385259794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>35.52</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>41-4335-3410 UTILITIES</td>
<td>4123 SCADA</td>
<td>385259794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>35.52</td>
</tr>
<tr>
<td>23400</td>
<td>GRANITE COMMUNICATIONS</td>
<td>41-4335-3410 UTILITIES</td>
<td>4114 SCADA</td>
<td>385259794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>35.52</td>
</tr>
<tr>
<td>25760</td>
<td>HOLY CROSS ENERGY</td>
<td></td>
<td>RF WELL</td>
<td>4/8/17</td>
<td>9717</td>
<td>04/06/2017</td>
<td>209.73</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
<td>Amount</td>
</tr>
<tr>
<td>--------</td>
<td>----------------</td>
<td>------------</td>
<td>------------------------</td>
<td>-------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------</td>
</tr>
<tr>
<td>41-4336-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>350 CR 101</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>11.25</td>
</tr>
<tr>
<td>41-4336-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>HOLLAND RVR PUMP</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>10.54</td>
</tr>
<tr>
<td>41-4336-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>RFWTP</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>279.36</td>
</tr>
<tr>
<td>41-4336-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>CRYSTAL WELL</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>173.58</td>
</tr>
<tr>
<td>41-4336-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>NC PRV</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>34.63</td>
</tr>
<tr>
<td>41-4336-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>SEBREE RVR PUMP</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>194.71</td>
</tr>
<tr>
<td>41-4336-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>WIRELESS TOWER</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>57.30</td>
</tr>
<tr>
<td>41-4336-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>RVR WATER TANK</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>27.69</td>
</tr>
</tbody>
</table>

Total WATER DEPT: 1,632.87

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>75-4500-3410 UTILITIES (ELECTRIC)</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>REC CENTER</td>
<td>542616066</td>
<td>9737</td>
<td>04/14/2017</td>
<td>785.90</td>
</tr>
</tbody>
</table>

Total RECREATION CENTER: 785.90

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>75-4500-3450 UTILITIES</td>
<td>BLACK HILLS ENERGY</td>
<td>92495</td>
<td>REC CTR</td>
<td>4/10/17</td>
<td>9727</td>
<td>04/10/2017</td>
<td>217.03</td>
</tr>
<tr>
<td>75-4500-3450 UTILITIES</td>
<td>GRANITE COMMUNICATIONS</td>
<td>23400</td>
<td>REC CTR ENERGY MONITOR</td>
<td>385258794</td>
<td>9709</td>
<td>04/01/2017</td>
<td>66.66</td>
</tr>
</tbody>
</table>

Total RECREATION CENTER: 283.69

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>75-4512-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>POOL</td>
<td>542616056</td>
<td>9737</td>
<td>04/14/2017</td>
<td>50.36</td>
</tr>
</tbody>
</table>

Total MUNICIPAL POOL DEPT: 50.36

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>75-4800-3410 UTILITIES</td>
<td>XCEL ENERGY</td>
<td>57760</td>
<td>390 MAIN ST</td>
<td>542369282</td>
<td>9736</td>
<td>04/12/2017</td>
<td>18.28</td>
</tr>
</tbody>
</table>

Total RECREATION SALES & USE TAX: 18.28

Grand Totals: 1,070,067.36
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-1017</td>
<td>UTILITY CASH CLEARING ACCOUNT</td>
<td>61420</td>
<td>DETLEFSEN, GERALD &amp; SAND</td>
<td>1 130866</td>
<td>92934</td>
<td>04/20/2017</td>
<td>38.29</td>
</tr>
<tr>
<td>30-1017</td>
<td>UTILITY CASH CLEARING ACCOUNT</td>
<td>55225</td>
<td>WARD, WHITNEY</td>
<td>1 003853</td>
<td>92929</td>
<td>04/30/2017</td>
<td>65.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>103.29</td>
</tr>
<tr>
<td>01-1411</td>
<td>OFFICE SUPPLY INVENTORY</td>
<td>45920</td>
<td>SANDY'S OFFICE SUPPLY</td>
<td>211493 - 213</td>
<td>9784</td>
<td>04/28/2017</td>
<td>57.10</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>57.10</td>
</tr>
<tr>
<td>01-2201</td>
<td>DEPOSITS HELD</td>
<td>19230</td>
<td>ESPERANZA AGUILAR, MARIA</td>
<td>1 139058</td>
<td>9754</td>
<td>04/20/2017</td>
<td>100.00</td>
</tr>
<tr>
<td>01-2201</td>
<td>DEPOSITS HELD</td>
<td>19835</td>
<td>FIFE, IVY</td>
<td>1 138573</td>
<td>9752</td>
<td>04/30/2017</td>
<td>100.00</td>
</tr>
<tr>
<td>01-2201</td>
<td>DEPOSITS HELD</td>
<td>69720</td>
<td>MINEO, TOMMY &amp; ANA</td>
<td>1 138917</td>
<td>9785</td>
<td>04/14/2017</td>
<td>100.00</td>
</tr>
<tr>
<td>01-2201</td>
<td>DEPOSITS HELD</td>
<td>38210</td>
<td>OSTBERG, CARLA</td>
<td>1 138884</td>
<td>9753</td>
<td>04/13/2017</td>
<td>100.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>400.00</td>
</tr>
<tr>
<td>01-32-14</td>
<td>SALES TAX LICENSES</td>
<td>30470</td>
<td>LARA, LETICIA</td>
<td>003202</td>
<td>9781</td>
<td>04/27/2017</td>
<td>25.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25.00</td>
</tr>
<tr>
<td>01-34-13</td>
<td>ZONING, VARIANCE, SUBDIV</td>
<td>1322</td>
<td>A4 ARCHITECTS LLC</td>
<td>1 138775</td>
<td>9756</td>
<td>04/10/2017</td>
<td>2,500.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,500.00</td>
</tr>
<tr>
<td>01-34-14</td>
<td>PLAN CHECK FEES</td>
<td>10810</td>
<td>CERISE PARK LLC</td>
<td>1188</td>
<td>9755</td>
<td>03/05/2017</td>
<td>1,170.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,170.00</td>
</tr>
<tr>
<td>01-34-73</td>
<td>RECREATION FEES</td>
<td>92334</td>
<td>LAWSON, OLGA</td>
<td>154458</td>
<td>1015217</td>
<td>05/01/2017</td>
<td>80.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80.00</td>
</tr>
<tr>
<td>01-36-22</td>
<td>RV PARK FEES</td>
<td>92535</td>
<td>BEEBE, STACEY</td>
<td>WRSA-104W</td>
<td>1015216</td>
<td>05/01/2017</td>
<td>130.00</td>
</tr>
<tr>
<td>01-36-22</td>
<td>RV PARK FEES</td>
<td>92537</td>
<td>GROSSMAN, THEODOR</td>
<td>WRSA-NGEI</td>
<td>1015222</td>
<td>05/03/2017</td>
<td>15.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>145.00</td>
</tr>
<tr>
<td>01-4132-3541</td>
<td>OTHER PROFESSIONAL SERVICES</td>
<td>18940</td>
<td>EMPLOYERS COUNCIL SERVIC</td>
<td>0000152228</td>
<td>9746</td>
<td>04/17/2017</td>
<td>375.00</td>
</tr>
<tr>
<td>01-4132-3541</td>
<td>OTHER PROFESSIONAL SERVICES</td>
<td>18940</td>
<td>EMPLOYERS COUNCIL SERVIC</td>
<td>1554721554</td>
<td>9792</td>
<td>04/28/2017</td>
<td>325.47</td>
</tr>
<tr>
<td>Total</td>
<td>TOWN MANAGER DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>700.47</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
<td>Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>------------</td>
<td>-------------</td>
<td>------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------</td>
</tr>
<tr>
<td>01-4150-1500</td>
<td>EAP PROGRAM</td>
<td>52470</td>
<td>EAP Fees</td>
<td>3799</td>
<td>9773</td>
<td>04/28/2017</td>
<td>594.72</td>
</tr>
</tbody>
</table>

Total ADMINISTRATIVE SERVICES DEPT: 594.72

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4150-2110</td>
<td>OFFICE SUPPLIES</td>
<td>6540</td>
<td>ENVELOPES</td>
<td>0017385</td>
<td>9785</td>
<td>04/27/2017</td>
<td>234.09</td>
</tr>
<tr>
<td>01-4150-2110</td>
<td>OFFICE SUPPLIES</td>
<td>45820</td>
<td>PAPER</td>
<td>211493 - 213</td>
<td>9784</td>
<td>04/28/2017</td>
<td>49.00</td>
</tr>
</tbody>
</table>

Total ADMINISTRATIVE SERVICES DEPT: 294.10

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4150-3311</td>
<td>RECRUITING EXPENSES</td>
<td>18940</td>
<td>Background Checks</td>
<td>152601</td>
<td>9751</td>
<td>04/07/2017</td>
<td>10.00</td>
</tr>
<tr>
<td>01-4150-3311</td>
<td>RECRUITING EXPENSES</td>
<td>18940</td>
<td>Background Checks</td>
<td>1554721554</td>
<td>9792</td>
<td>04/28/2017</td>
<td>180.00</td>
</tr>
</tbody>
</table>

Total ADMINISTRATIVE SERVICES DEPT: 190.00

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4150-3314</td>
<td>DOCUMENT MANAGEMENT</td>
<td>19940</td>
<td>SHREDDING</td>
<td>1022742</td>
<td>9760</td>
<td>04/25/2017</td>
<td>45.00</td>
</tr>
</tbody>
</table>

Total ADMINISTRATIVE SERVICES DEPT: 45.00

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4150-5310</td>
<td>OFFICE EQUIPMENT RENTAL</td>
<td>57780</td>
<td>COPIER LEASE TOWN HALL</td>
<td>089017013</td>
<td>9768</td>
<td>05/01/2017</td>
<td>521.11</td>
</tr>
</tbody>
</table>

Total ADMINISTRATIVE SERVICES DEPT: 521.11

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4151-2110</td>
<td>OFFICE SUPPLIES</td>
<td>45820</td>
<td>BINDERS</td>
<td>211493 - 213</td>
<td>9784</td>
<td>04/28/2017</td>
<td>70.53</td>
</tr>
<tr>
<td>01-4151-2110</td>
<td>OFFICE SUPPLIES</td>
<td>45820</td>
<td>D-RING BINDER</td>
<td>211493 - 213</td>
<td>9784</td>
<td>04/28/2017</td>
<td>23.51</td>
</tr>
<tr>
<td>01-4151-2110</td>
<td>OFFICE SUPPLIES</td>
<td>45820</td>
<td>FOLDERS</td>
<td>211493 - 213</td>
<td>9784</td>
<td>04/28/2017</td>
<td>27.69</td>
</tr>
</tbody>
</table>

Total FINANCE DEPT: 121.73

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4151-9420</td>
<td>COMPUTER EQUIP/SOFTWARE</td>
<td>52260</td>
<td>FINANCE COMPUTER</td>
<td>10490</td>
<td>9791</td>
<td>05/02/2017</td>
<td>1,412.30</td>
</tr>
</tbody>
</table>

Total FINANCE DEPT: 1,412.30

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4191-3571</td>
<td>DEVELOPER REIMBURSABLE</td>
<td>46300</td>
<td>COOPER PLACE RENTALS</td>
<td>931468B 002</td>
<td>9770</td>
<td>04/21/2017</td>
<td>101.25</td>
</tr>
</tbody>
</table>

Total COMMUNITY DEVELOPMENT DEPT: 101.25

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4192-2110</td>
<td>OFFICE SUPPLIES</td>
<td>45820</td>
<td>SUPPLIES</td>
<td>211493 - 213</td>
<td>9784</td>
<td>04/28/2017</td>
<td>71.93</td>
</tr>
</tbody>
</table>

Total DATA PROCESSING DEPT: 71.93

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4192-3550</td>
<td>SOFTWARE SERVICES</td>
<td>52260</td>
<td>SYMANTEC PROTECTION CLO</td>
<td>10490</td>
<td>9761</td>
<td>05/02/2017</td>
<td>2,950.00</td>
</tr>
</tbody>
</table>

Total TOWN OF CARBONDALE Payment Approval Report - by GL No Report date: 05/09/2017-05/09/2017 May 04, 2017 10:40 AM
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>31-4192-3560</td>
<td>SOFTWARE SERVICES</td>
<td>52260</td>
<td>EMAIL &amp; WEB</td>
<td>10487</td>
<td>9759</td>
<td>04/24/2017</td>
<td>216.30</td>
</tr>
<tr>
<td>31-4192-3561</td>
<td>TOWN NETWORK</td>
<td>10865</td>
<td>TOWN INTERNET</td>
<td>242726</td>
<td>9769</td>
<td>05/01/2017</td>
<td>1,130.00</td>
</tr>
<tr>
<td>01-4192-3830</td>
<td>COMPUTER MAINTENANCE</td>
<td>52260</td>
<td>APRIL SUPPORT</td>
<td>10487</td>
<td>9759</td>
<td>04/24/2017</td>
<td>1,500.00</td>
</tr>
<tr>
<td>01-4192-9420</td>
<td>COMPUTER EQUIP/SOFTWARE</td>
<td>52260</td>
<td>SWITCH - POLICE, FIN, WATER, T</td>
<td>10489</td>
<td>9786</td>
<td>05/02/2017</td>
<td>3,957.15</td>
</tr>
<tr>
<td>01-4194-2290</td>
<td>GENERAL SUPPLIES</td>
<td>45820</td>
<td>GLASS CLEANER</td>
<td>211493 - 213</td>
<td>9784</td>
<td>04/28/2017</td>
<td>104.60</td>
</tr>
<tr>
<td>01-4194-2290</td>
<td>GENERAL SUPPLIES</td>
<td>50350</td>
<td>WESTERN PAPER DISTRIBUTOR</td>
<td>2620096</td>
<td>9750</td>
<td>04/20/2016</td>
<td>67.64</td>
</tr>
<tr>
<td>01-4195-2200</td>
<td>DRUG &amp; ALCOHOL TESTING</td>
<td>52307</td>
<td>DOT PHYSICAL</td>
<td>601</td>
<td>24187</td>
<td>04/25/2017</td>
<td>100.00</td>
</tr>
<tr>
<td>01-4195-2290</td>
<td>GENERAL SUPPLIES</td>
<td>36020</td>
<td>TIRE LUBE</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>14.09</td>
</tr>
<tr>
<td>01-4195-2290</td>
<td>GENERAL SUPPLIES</td>
<td>36020</td>
<td>FUSE HOLDERS</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>11.65</td>
</tr>
<tr>
<td>01-4195-2290</td>
<td>GENERAL SUPPLIES</td>
<td>36020</td>
<td>WIRE TIES, ELECTRICAL TAPE</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>26.86</td>
</tr>
<tr>
<td>01-4195-2313</td>
<td>BUILDING INSPECTION FUEL</td>
<td>10720</td>
<td>FUEL - BUILDING</td>
<td>136995CL</td>
<td>24192</td>
<td>04/30/2017</td>
<td>38.95</td>
</tr>
<tr>
<td>01-4195-2314</td>
<td>STREETS FUEL</td>
<td>10720</td>
<td>FUEL - STREETS</td>
<td>136995CL</td>
<td>24192</td>
<td>04/30/2017</td>
<td>1,241.97</td>
</tr>
<tr>
<td>01-4195-2315</td>
<td>PARKS FUEL</td>
<td>10720</td>
<td>FUEL - PARKS</td>
<td>136995CL</td>
<td>24192</td>
<td>04/30/2017</td>
<td>431.51</td>
</tr>
</tbody>
</table>

Total DATA PROCESSING DEPT: 3,168.30
Total BUILDING OPERATIONS DEPT: 172.64
Total GENERAL FUND MOTOR POOL DEPT: 52.60
Total GENERAL FUND MOTOR POOL DEPT: 38.95
Total GENERAL FUND MOTOR POOL DEPT: 1,241.97
Total GENERAL FUND MOTOR POOL DEPT: 431.51
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4195-2316</td>
<td>RECREATION FUEL</td>
<td>00720</td>
<td>FUEL - RECREATION</td>
<td>136995CL</td>
<td>24192</td>
<td>04/30/2017</td>
<td>166.48</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total GENERAL FUND MOTOR POOL DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>166.48</td>
</tr>
<tr>
<td>01-4195-2321</td>
<td>POLICE MAINTENANCE</td>
<td>21180</td>
<td>FIRST AID KIT</td>
<td>07351780</td>
<td>17</td>
<td>81983</td>
<td>432.40</td>
</tr>
<tr>
<td>01-4195-2321</td>
<td>POLICE MAINTENANCE</td>
<td>36220</td>
<td>OIL FILTERS FOR POLICE VEH</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>46.60</td>
</tr>
<tr>
<td>01-4195-2321</td>
<td>POLICE MAINTENANCE</td>
<td>36220</td>
<td>2015 FORD EXPLORER AIR &amp; O</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>27.13</td>
</tr>
<tr>
<td>01-4195-2321</td>
<td>POLICE MAINTENANCE</td>
<td>36220</td>
<td>2001 CHEVY S10 BATTERY</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>120.59</td>
</tr>
<tr>
<td>01-4195-2321</td>
<td>POLICE MAINTENANCE</td>
<td>36220</td>
<td>2001 CHEVY S10 BATTERY CO</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>18.00</td>
</tr>
<tr>
<td>01-4195-2321</td>
<td>POLICE MAINTENANCE</td>
<td>36220</td>
<td>2013 FORD EXPLORER AIR FIL</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>13.35</td>
</tr>
<tr>
<td><strong>Total GENERAL FUND MOTOR POOL DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>624.07</td>
</tr>
<tr>
<td>01-4195-2324</td>
<td>STREETS MAINTENANCE</td>
<td>10800</td>
<td>2001 CASE BACKHOE Boom C</td>
<td>GP06709</td>
<td>24159</td>
<td>04/14/2017</td>
<td>2,841.00</td>
</tr>
<tr>
<td>01-4195-2324</td>
<td>STREETS MAINTENANCE</td>
<td>35020</td>
<td>2012 ELGIN SWEEPER AIR &amp; OI</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>118.60</td>
</tr>
<tr>
<td>01-4195-2324</td>
<td>STREETS MAINTENANCE</td>
<td>35020</td>
<td>2000 VOLVO BLADE AIR, FUEL</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>138.89</td>
</tr>
<tr>
<td>01-4195-2324</td>
<td>STREETS MAINTENANCE</td>
<td>35020</td>
<td>2008 GMC K3500 POWER STEE</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>113.95</td>
</tr>
<tr>
<td>01-4195-2324</td>
<td>STREETS MAINTENANCE</td>
<td>35020</td>
<td>2008 GMC K3500 POWER STEE</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>55.60-</td>
</tr>
<tr>
<td>01-4195-2324</td>
<td>STREETS MAINTENANCE</td>
<td>35020</td>
<td>2014 KENWORTH MUDFLAP</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>30.39</td>
</tr>
<tr>
<td>01-4195-2324</td>
<td>STREETS MAINTENANCE</td>
<td>35020</td>
<td>2008 ELECTRIC TRUCK BRAKE</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>32.87</td>
</tr>
<tr>
<td><strong>Total GENERAL FUND MOTOR POOL DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,220.11</td>
</tr>
<tr>
<td>01-4195-2325</td>
<td>PARKS MAINTENANCE</td>
<td>35020</td>
<td>2007 GMC K2500 SEAT COVER</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>273.99</td>
</tr>
<tr>
<td>01-4195-2325</td>
<td>PARKS MAINTENANCE</td>
<td>35020</td>
<td>2008 GMC K2500 WIPER BLADE</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>71.09</td>
</tr>
<tr>
<td>01-4195-2325</td>
<td>PARKS MAINTENANCE</td>
<td>35020</td>
<td>2007 GMC 3500 TOGGLE SWIT</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>11.29</td>
</tr>
<tr>
<td>01-4195-2325</td>
<td>PARKS MAINTENANCE</td>
<td>35020</td>
<td>JD 4300 TRACTOR FUEL &amp; OIL</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>16.40</td>
</tr>
<tr>
<td>01-4195-2325</td>
<td>PARKS MAINTENANCE</td>
<td>35020</td>
<td>JD 4300 TRACTOR AIR FILTERS</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>47.12</td>
</tr>
<tr>
<td>01-4195-2325</td>
<td>PARKS MAINTENANCE</td>
<td>35020</td>
<td>JD 4300 TRACTOR HOUR METE</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>28.97</td>
</tr>
<tr>
<td>01-4195-2325</td>
<td>PARKS MAINTENANCE</td>
<td>35020</td>
<td>2008 GMC CANYON SEAT COV</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>273.99</td>
</tr>
<tr>
<td><strong>Total GENERAL FUND MOTOR POOL DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>722.85</td>
</tr>
<tr>
<td>01-4195-2326</td>
<td>RECREATION MAINTENANCE</td>
<td>35020</td>
<td>#205 RECREATION PORTABLE</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>55.77</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Description</td>
<td>GL Acct No</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
<td>Amount</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------</td>
<td>----------------------------</td>
<td>------------</td>
<td>------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------</td>
</tr>
<tr>
<td>01-4195-2328</td>
<td>RECREATION MAINTENANCE</td>
<td></td>
<td>36020</td>
<td>NAPA AUTO PARTS</td>
<td>REC PORTABLE EQUIPMENT A</td>
<td>329476 - 332</td>
<td>24170</td>
</tr>
<tr>
<td>01-4195-2326</td>
<td>RECREATION MAINTENANCE</td>
<td></td>
<td>36020</td>
<td>NAPA AUTO PARTS</td>
<td>REC PORTABLE EQUIPMENT S</td>
<td>329476 - 332</td>
<td>24170</td>
</tr>
<tr>
<td></td>
<td>Total GENERAL FUND MOTOR POOL DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10.08</td>
</tr>
<tr>
<td>01-4195-2327</td>
<td>PUBLIC WORKS MAINTENANCE</td>
<td></td>
<td>22450</td>
<td>GLENWOOD SPRINGS FORD</td>
<td>2011 FORD ESCAPE DOOR LAT</td>
<td>145559 1455</td>
<td>24168</td>
</tr>
<tr>
<td></td>
<td>Total GENERAL FUND MOTOR POOL DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>351.98</td>
</tr>
<tr>
<td></td>
<td>Total GENERAL FUND MOTOR POOL DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11.28</td>
</tr>
<tr>
<td>01-4210-2110</td>
<td>OFFICE SUPPLIES</td>
<td>LABELS</td>
<td>45820</td>
<td>SANDY'S OFFICE SUPPLY</td>
<td></td>
<td>211493 - 213</td>
<td>9784</td>
</tr>
<tr>
<td>01-4210-2110</td>
<td>OFFICE SUPPLIES</td>
<td>CORK BOARD</td>
<td>45820</td>
<td>SANDY'S OFFICE SUPPLY</td>
<td></td>
<td>211493 - 213</td>
<td>9784</td>
</tr>
<tr>
<td>01-4210-2110</td>
<td>OFFICE SUPPLIES</td>
<td>PENS, FILE HOOK, SUPPLIES</td>
<td>45820</td>
<td>SANDY'S OFFICE SUPPLY</td>
<td></td>
<td>211493 - 213</td>
<td>9784</td>
</tr>
<tr>
<td>01-4210-2110</td>
<td>OFFICE SUPPLIES</td>
<td>COPIER LEASE POLICE</td>
<td>57780</td>
<td>XEROX CORPORATION</td>
<td></td>
<td>089017025</td>
<td>61970</td>
</tr>
<tr>
<td></td>
<td>Total POLICE DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>329.40</td>
</tr>
<tr>
<td>01-4210-2292</td>
<td>CLOTHING ALLOWANCE</td>
<td>UNIFORM ACCESSORIES</td>
<td>21180</td>
<td>GALLS AN ARAMARK CO LLC</td>
<td></td>
<td>07351780 17</td>
<td>61963</td>
</tr>
<tr>
<td></td>
<td>Total POLICE DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>397.15</td>
</tr>
<tr>
<td>01-4210-3700</td>
<td>TRAVEL AND CONFERENCE</td>
<td>INTEGRITY-CENTERED LEADE</td>
<td>92335</td>
<td>DODSON TRAINING RESOURC</td>
<td></td>
<td>2017-20</td>
<td>61961</td>
</tr>
<tr>
<td>01-4210-3700</td>
<td>TRAVEL AND CONFERENCE</td>
<td>PER DIEM</td>
<td>35000</td>
<td>MORENO, DAVID</td>
<td></td>
<td>427/17</td>
<td>61965</td>
</tr>
<tr>
<td>01-4210-3700</td>
<td>TRAVEL AND CONFERENCE</td>
<td>PER DIEM FOR TRAINING</td>
<td>57000</td>
<td>WILHELM, SCOTT</td>
<td></td>
<td>427/17</td>
<td>61967</td>
</tr>
<tr>
<td></td>
<td>Total POLICE DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,016.62</td>
</tr>
<tr>
<td>01-4210-9420</td>
<td>COMPUTER EQUIP/SOFTWARE</td>
<td>POLICE COMPUTERS</td>
<td>52260</td>
<td>TRAILHEAD TECHNOLOGIES</td>
<td></td>
<td>10490</td>
<td>9791</td>
</tr>
<tr>
<td></td>
<td>Total POLICE DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,445.30</td>
</tr>
<tr>
<td>01-4215-3450</td>
<td>TELEPHONE COSTS</td>
<td>CELL &amp; DATA SERVICE AND CCE</td>
<td>9680</td>
<td>CARBONDALE &amp; RURAL FIRE D</td>
<td>APR 17</td>
<td>61904</td>
<td>01/26/2017</td>
</tr>
<tr>
<td>01-4215-3450</td>
<td>TELEPHONE COSTS</td>
<td>POLICE PHONE SERVICE</td>
<td>10665</td>
<td>CEDAR NETWORKS</td>
<td></td>
<td>242726</td>
<td>9769</td>
</tr>
<tr>
<td></td>
<td>Total COMMUNICATIONS DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>768.48</td>
</tr>
<tr>
<td>01-4298-3700</td>
<td>TRAINING</td>
<td>REIMBURSEMENT FOR POST TE</td>
<td>46200</td>
<td>SCHILLING, EUGENE K</td>
<td></td>
<td>5392/02</td>
<td>61582</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-4298-5310</td>
<td>DOG POUND BOARDING</td>
<td>42620</td>
<td>4/20/17</td>
<td>61969</td>
<td>04/29/2017</td>
<td>200.00</td>
</tr>
<tr>
<td>01-4310-2420</td>
<td>SIGN PURCHASES</td>
<td>36740</td>
<td>T1-0308631</td>
<td>24162</td>
<td>04/18/2017</td>
<td>71.01</td>
</tr>
<tr>
<td>01-4310-3410</td>
<td>UTILITIES</td>
<td>57759</td>
<td>5/1/17</td>
<td>9737</td>
<td>05/01/2017</td>
<td>4,276.39</td>
</tr>
<tr>
<td>01-4310-3581</td>
<td>LANDFILLING FEES</td>
<td>11580</td>
<td>480867 8 91</td>
<td>24193</td>
<td>03/10/2017</td>
<td>1,329.80</td>
</tr>
<tr>
<td>01-4310-3683</td>
<td>STREET MAINTENANCE</td>
<td>11580</td>
<td>480867 8 91</td>
<td>24193</td>
<td>03/10/2017</td>
<td>328.54</td>
</tr>
<tr>
<td>01-4310-3683</td>
<td>STREET MAINTENANCE</td>
<td>51640</td>
<td>202745</td>
<td>24164</td>
<td>04/27/2017</td>
<td>1,320.00</td>
</tr>
<tr>
<td>01-4310-3982</td>
<td>TEMP SERVICES</td>
<td>35460</td>
<td>369334</td>
<td>9763</td>
<td>04/20/2017</td>
<td>568.00</td>
</tr>
<tr>
<td>01-4310-3982</td>
<td>TEMP SERVICES</td>
<td>01-4310-3982 TEMP SERVICES</td>
<td>368637</td>
<td>24160</td>
<td>04/13/2017</td>
<td>213.00</td>
</tr>
<tr>
<td>01-4310-3982</td>
<td>TEMP SERVICES</td>
<td>35460</td>
<td>369334</td>
<td>9763</td>
<td>04/20/2017</td>
<td>568.00</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>2470</td>
<td>CPAC WELDING SUPPLY</td>
<td>062738133</td>
<td>24174</td>
<td>04/25/2017</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>01-4310-7262 PUBLIC ARTS PROGRAM</td>
<td>52/17</td>
<td>24175</td>
<td>05/22/2017</td>
<td>750.00</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>01-4310-7262 PUBLIC ARTS PROGRAM</td>
<td>52/17</td>
<td>24178</td>
<td>05/22/2017</td>
<td>750.00</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>01-4310-7262 PUBLIC ARTS PROGRAM</td>
<td>52/17</td>
<td>24176</td>
<td>05/22/2017</td>
<td>750.00</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>01-4310-7262 PUBLIC ARTS PROGRAM</td>
<td>52/17</td>
<td>24182</td>
<td>05/22/2017</td>
<td>750.00</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>01-4310-7262 PUBLIC ARTS PROGRAM</td>
<td>52/17</td>
<td>24181</td>
<td>05/22/2017</td>
<td>750.00</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>32410</td>
<td>CPAC HONORARIUM</td>
<td>52/17</td>
<td>24177</td>
<td>05/22/2017</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>39265</td>
<td>CPAC HONORARIUM</td>
<td>52/17</td>
<td>24188</td>
<td>05/22/2017</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------------------</td>
<td>------------</td>
<td>------------------------------</td>
<td>------------</td>
<td>-------</td>
<td>--------------</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>71950</td>
<td>CPAC HONORARIUM</td>
<td>5/2/17</td>
<td>24189</td>
<td>05/02/2017</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>92278</td>
<td>CPAC HONORARIUM</td>
<td>5/2/17</td>
<td>24187</td>
<td>05/02/2017</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>47595</td>
<td>CPAC HONORARIUM</td>
<td>5/2/17</td>
<td>24179</td>
<td>05/02/2017</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>49910</td>
<td>CPAC HONORARIUM</td>
<td>5/2/17</td>
<td>24180</td>
<td>05/02/2017</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>75650</td>
<td>CPAC HONORARIUM</td>
<td>5/2/17</td>
<td>24184</td>
<td>05/02/2017</td>
</tr>
<tr>
<td>01-4310-7262</td>
<td>PUBLIC ARTS PROGRAM</td>
<td>58095</td>
<td>CPAC HONORARIUM</td>
<td>5/2/17</td>
<td>24183</td>
<td>05/02/2017</td>
</tr>
<tr>
<td><strong>Total STREETS DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4318-3400</td>
<td>Rental Property Expense</td>
<td>44120</td>
<td>2017 CORRIDOR LICENSE FEE</td>
<td>26713</td>
<td>9792</td>
<td>03/28/2017</td>
</tr>
<tr>
<td><strong>Total PUBLIC WORKS ADMIN DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4318-3630</td>
<td>EQUIP MAINT AND REPAIR</td>
<td>76296</td>
<td>PW RICOH COPIER LEASE</td>
<td>7329700</td>
<td>24161</td>
<td>04/18/2017</td>
</tr>
<tr>
<td><strong>Total PUBLIC WORKS ADMIN DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4318-3650</td>
<td>BLDG MAINTENANCE EXPENSE</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCLING</td>
<td>PUBLIC WORKS DUMPSTER</td>
<td>00000374914</td>
<td>9778</td>
</tr>
<tr>
<td><strong>Total PUBLIC WORKS ADMIN DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4318-8600</td>
<td>SPRING CLEAN UP</td>
<td>76210</td>
<td>WASTE TRE RECycler</td>
<td>316544</td>
<td>24171</td>
<td>04/25/2017</td>
</tr>
<tr>
<td><strong>Total PUBLIC WORKS ADMIN DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4318-9420</td>
<td>COMPUTER EQUIP/SOFTWARE</td>
<td>52260</td>
<td>PW COMPUTER</td>
<td>10490</td>
<td>9791</td>
<td>05/02/2017</td>
</tr>
<tr>
<td><strong>Total PUBLIC WORKS ADMIN DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4500-3460</td>
<td>TOILET RENTAL</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCLING</td>
<td>RODEO GROUNDS TRASH</td>
<td>0000380521</td>
<td>9778</td>
</tr>
<tr>
<td>01-4500-3400</td>
<td>TOILET RENTAL</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCLING</td>
<td>DELANEY DOG PARK</td>
<td>0000375900</td>
<td>9780</td>
</tr>
<tr>
<td>01-4500-3460</td>
<td>TOILET RENTAL</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCLING</td>
<td>PARKS PORTABLE TOILETS</td>
<td>0000374537</td>
<td>9775</td>
</tr>
<tr>
<td><strong>Total RECREATION DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4500-3651</td>
<td>RIDING ARENA MAINTENANCE</td>
<td>41700</td>
<td>Power/lime: for Rodeo Ice Rink Li</td>
<td>71301</td>
<td>1016187</td>
<td>11/30/2016</td>
</tr>
<tr>
<td><strong>Total RECREATION DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4500-3982</td>
<td>TEMP SERVICES</td>
<td>35460</td>
<td>MOUNTAIN TEMP SERVICES LLC</td>
<td>TEMP LABOR PARKS #359628</td>
<td>269828</td>
<td>1016211</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>------------</td>
<td>-------------</td>
<td>------------</td>
<td>-------</td>
<td>--------------</td>
</tr>
<tr>
<td>01-4500-3982</td>
<td>TEMP SERVICES</td>
<td>35460</td>
<td>TEMP PARKS &amp; REC CTR WEE</td>
<td>369334</td>
<td>9763</td>
<td>04/20/2017</td>
</tr>
<tr>
<td>Total RECREATION DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4500-8000</td>
<td>SELF FUNDED SPECIAL EVENTS</td>
<td>92361</td>
<td>GARAGELAND PRINTING</td>
<td>252</td>
<td>1016197</td>
<td>05/02/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>T-SHIRTS FOR SKATEBOARD C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4500-8000</td>
<td>SELF FUNDED SPECIAL EVENTS</td>
<td>10320</td>
<td>EVERGREEN EVENTS LLC</td>
<td>6034</td>
<td>1016220</td>
<td>05/03/2017</td>
</tr>
<tr>
<td>Total RECREATION DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4520-2440</td>
<td>PARK MAINTENANCE SUPPLIES</td>
<td>41080</td>
<td>PROPET DISTRIBUTORS</td>
<td>117299</td>
<td>1018193</td>
<td>04/24/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DOG LOT LITTER PICK UP BAG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4520-2440</td>
<td>PARK MAINTENANCE SUPPLIES</td>
<td>56350</td>
<td>WESTERN PAPER DISTRIBUTO</td>
<td>403 009 322</td>
<td>1015218</td>
<td>04/27/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CLEANING PRODUCTS INVOIC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4520-2440</td>
<td>PARK MAINTENANCE SUPPLIES</td>
<td>56350</td>
<td>WESTERN PAPER DISTRIBUTO</td>
<td>403 009 322</td>
<td>1015218</td>
<td>04/27/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GLOVES &amp; SOAP INVOICE # 20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4520-2440</td>
<td>PARK MAINTENANCE SUPPLIES</td>
<td>56350</td>
<td>WESTERN PAPER DISTRIBUTO</td>
<td>403 009 322</td>
<td>1015218</td>
<td>04/27/2017</td>
</tr>
<tr>
<td>Total PARKS &amp; CEMETERY DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4520-3982</td>
<td>TEMP SERVICES</td>
<td>35460</td>
<td>MOUNTAIN TEMP SERVICES LL</td>
<td>368937</td>
<td>24160</td>
<td>04/13/2017</td>
</tr>
<tr>
<td>Total PARKS &amp; CEMETERY DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4525-3982</td>
<td>RV PARK TEMP SERVICES</td>
<td>35460</td>
<td>MOUNTAIN TEMP SERVICES LL</td>
<td>289828</td>
<td>1015211</td>
<td>04/27/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TEMP LABOR GATEWAY RV PA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4525-3982</td>
<td>RV PARK TEMP SERVICES</td>
<td>35460</td>
<td>MOUNTAIN TEMP SERVICES LL</td>
<td>369334</td>
<td>9763</td>
<td>04/20/2017</td>
</tr>
<tr>
<td>Total RV PARK:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4525-9360</td>
<td>RV PARK IMPROVEMENTS/EQUIPMENT</td>
<td>92493</td>
<td>MILLER. DEREK</td>
<td>149</td>
<td>1016213</td>
<td>05/01/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RV PARK BATHROOM INVOICE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4525-9360</td>
<td>RV PARK IMPROVEMENTS/EQUIPMENT</td>
<td>56520</td>
<td>WESTERN SLOPE MATERIALS</td>
<td>94596</td>
<td>92942</td>
<td>04/22/2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>WASHED ROCK FOR GATEWAY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total RV PARK:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4526-3410</td>
<td>BOAT RAMP UTILITIES</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCL</td>
<td>0000375900</td>
<td>9780</td>
<td>05/01/2017</td>
</tr>
<tr>
<td>Total BOAT RAMP:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4717-3530</td>
<td>TRASH COLLECTION</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCL</td>
<td>0000374914</td>
<td>9778</td>
<td>05/01/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOWN HALL DUMPSTER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4717-3530</td>
<td>TRASH COLLECTION</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCL</td>
<td>0000374927</td>
<td>9777</td>
<td>05/01/2017</td>
</tr>
<tr>
<td>Total ENVIRONMENTAL HEALTH DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-4717-3980</td>
<td>RECYCLING OPERATIONS</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCL</td>
<td>0000374927</td>
<td>9777</td>
<td>05/01/2017</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>Description</td>
<td>GL Acct No</td>
<td>Invoice No 1</td>
<td>PO No</td>
<td>Invoice Date</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------</td>
<td>-----------------------------------------</td>
<td>------------</td>
<td>--------------</td>
<td>-------</td>
<td>--------------</td>
</tr>
<tr>
<td>01-4717-3580</td>
<td>RECYCLING OPERATIONS</td>
<td>TOWN HALL COMINGLE</td>
<td>35420</td>
<td>0000374927</td>
<td>9777</td>
<td>05/01/2017</td>
</tr>
<tr>
<td>Total ENVIRONMENTAL HEALTH DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-4210-3700</td>
<td>EDUCATION &amp; TRAINING</td>
<td>PER DIEM FOR TRAINING</td>
<td>76156</td>
<td>4/27/17</td>
<td>61966</td>
<td>04/27/2017</td>
</tr>
<tr>
<td>Total EXPENDITURES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14-4800-7000</td>
<td>CHAMBER OF COMMERCE</td>
<td>LODGING TAX</td>
<td>9780</td>
<td>5/3/17</td>
<td>9790</td>
<td>05/03/2017</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15-4800-2400</td>
<td>MISCELLANEOUS EXPENSE</td>
<td>SPRING CLEAN UP DAY EVENT</td>
<td>76450</td>
<td>5/2/17</td>
<td>24190</td>
<td>05/02/2017</td>
</tr>
<tr>
<td>15-4800-2400</td>
<td>MISCELLANEOUS EXPENSE</td>
<td>WASTE TIRE RECYCLER</td>
<td>76210</td>
<td>316544</td>
<td>24171</td>
<td>04/29/2017</td>
</tr>
<tr>
<td>15-4800-2400</td>
<td>MISCELLANEOUS EXPENSE</td>
<td>SPRING CLEANUP VOLUNTEER</td>
<td>75513</td>
<td>5/2/17</td>
<td>24173</td>
<td>05/02/2017</td>
</tr>
<tr>
<td>Total EXPENDITURES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-2110</td>
<td>OFFICE SUPPLIES</td>
<td>FLAG</td>
<td>48520</td>
<td>211493 - 213</td>
<td>9784</td>
<td>04/28/2017</td>
</tr>
<tr>
<td>Total WASTEWATER DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-2210</td>
<td>CHEMICALS</td>
<td>CLARIFLOC POLYMER</td>
<td>40300</td>
<td>1134160</td>
<td>92343</td>
<td>04/26/2017</td>
</tr>
<tr>
<td>Total WASTEWATER DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-2310</td>
<td>VEHICLE FUEL</td>
<td>FUEL - WATER</td>
<td>10720</td>
<td>136995CL</td>
<td>24192</td>
<td>04/30/2017</td>
</tr>
<tr>
<td>Total WASTEWATER DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-2381</td>
<td>SLUDGE DISPOSAL</td>
<td>HAUL CHARGE</td>
<td>35420</td>
<td>0000381006</td>
<td>9781</td>
<td>05/01/2017</td>
</tr>
<tr>
<td>31-4335-2381</td>
<td>SLUDGE DISPOSAL</td>
<td>BIOSOLIDS DISPOSAL</td>
<td>39640</td>
<td>694917</td>
<td>92938</td>
<td>04/27/2017</td>
</tr>
<tr>
<td>31-4335-2381</td>
<td>SLUDGE DISPOSAL</td>
<td>BIOSOLIDS DISPOSAL</td>
<td>39640</td>
<td>693520</td>
<td>92638</td>
<td>04/19/2017</td>
</tr>
<tr>
<td>31-4335-2381</td>
<td>SLUDGE DISPOSAL</td>
<td>BIOSOLIDS DISPOSAL</td>
<td>39640</td>
<td>683062</td>
<td>92830</td>
<td>04/21/2017</td>
</tr>
<tr>
<td>Total WASTEWATER DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-2383</td>
<td>COLLECTION SYSTEM MAINTENANCE</td>
<td>LINE LOCATES</td>
<td>52920</td>
<td>217040222</td>
<td>92940</td>
<td>04/30/2017</td>
</tr>
<tr>
<td>Total WASTEWATER DEPT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-3311</td>
<td>RECRUITING EXPENSES</td>
<td>Background Checks</td>
<td>18840</td>
<td>00003152991</td>
<td>9772</td>
<td>04/14/2017</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>------------</td>
<td>-------------</td>
<td>------------</td>
<td>-------</td>
<td>--------------</td>
</tr>
<tr>
<td>31-4335-3311</td>
<td>RECRUITING EXPENSES</td>
<td>1E840</td>
<td>EMPLOYERS COUNCIL SERVIC</td>
<td>Background Checks</td>
<td>0000152990</td>
<td>9771</td>
</tr>
<tr>
<td><strong>Total WASTEWATER DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-3410</td>
<td>UTILITIES</td>
<td>10665</td>
<td>CEDAR NETWORKS</td>
<td>WASTEWATER INTERNET</td>
<td>242726</td>
<td>9769</td>
</tr>
<tr>
<td>31-4335-3410</td>
<td>UTILITIES</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCL</td>
<td>WATER TRASH</td>
<td>0000374915</td>
<td>9776</td>
</tr>
<tr>
<td><strong>Total WASTEWATER DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-3581</td>
<td>HAZARDOUS WASTE DAY</td>
<td>48260</td>
<td>SOPRIS SUN</td>
<td>AD DRUG COLLECTION</td>
<td>15841 1584</td>
<td>61968</td>
</tr>
<tr>
<td><strong>Total WASTEWATER DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-5310</td>
<td>OFFICE EQUIPMENT RENTAL</td>
<td>57780</td>
<td>XEROX CORPORATION</td>
<td>COPIER LEASE WW</td>
<td>089017024</td>
<td>9787</td>
</tr>
<tr>
<td><strong>Total WASTEWATER DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-9350</td>
<td>MAPPING</td>
<td>92483</td>
<td>ROARING FORK GEOSPATIAL L</td>
<td>GEOSPATIAL - UTILITIES</td>
<td>[0012]</td>
<td>9788</td>
</tr>
<tr>
<td><strong>Total WASTEWATER DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-9420</td>
<td>COMPUTER EQUIP/SOFTWARE</td>
<td>52280</td>
<td>TRAILHEAD TECHNOLOGIES</td>
<td>WATER COMPUTERS</td>
<td>10490</td>
<td>9791</td>
</tr>
<tr>
<td>31-4335-9420</td>
<td>COMPUTER EQUIP/SOFTWARE</td>
<td>52280</td>
<td>TRAILHEAD TECHNOLOGIES</td>
<td>WATER COMPUTERS</td>
<td>10490</td>
<td>9791</td>
</tr>
<tr>
<td><strong>Total WASTEWATER DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4335-9440</td>
<td>VEHICLE PURCHASE</td>
<td>22460</td>
<td>GLENWOOD SPRINGS FORD</td>
<td>WASTEWATER VEHICLE PURC</td>
<td>2017 FORD</td>
<td>9789</td>
</tr>
<tr>
<td><strong>Total WASTEWATER DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31-4338-7200</td>
<td>IMPROVEMENTS</td>
<td>23240</td>
<td>GRAND JUNCTION PIPE &amp; SUP</td>
<td>VILLAGE ROAD MANHOLE</td>
<td>3470070</td>
<td>24166</td>
</tr>
<tr>
<td><strong>Total STORM WATER:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41-4336-2110</td>
<td>OFFICE SUPPLIES</td>
<td>55820</td>
<td>SANDY'S OFFICE SUPPLY</td>
<td>FLAG</td>
<td>211493 - 213</td>
<td>6784</td>
</tr>
<tr>
<td><strong>Total WATER DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41-4336-2210</td>
<td>CHEMICALS</td>
<td>42210</td>
<td>WEST ELK SUPPLY LLC</td>
<td>CHLORINE</td>
<td>5755</td>
<td>92336</td>
</tr>
<tr>
<td><strong>Total WATER DEPT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41-4336-2310</td>
<td>VEHICLE FUEL</td>
<td>10720</td>
<td>CENEX FLEET FUELING</td>
<td>FUEL - WASTEWATER</td>
<td>136995CL</td>
<td>24192</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------</td>
<td>------------</td>
<td>-------------</td>
<td>------------</td>
<td>-------</td>
<td>--------------</td>
</tr>
<tr>
<td>41-4336-2320</td>
<td>VEHICLE MAINTENANCE</td>
<td>22460</td>
<td>GLENWOOD SPRINGS FORD 2004 FORD VAN MIRROR</td>
<td>145559 1455</td>
<td>24168</td>
<td>04/26/2017</td>
</tr>
<tr>
<td>41-4336-2320</td>
<td>VEHICLE MAINTENANCE</td>
<td>36020</td>
<td>NAPA AUTO PARTS OIL FILTERS FOR WATER/WW</td>
<td>326476 - 332</td>
<td>24170</td>
<td>04/20/2017</td>
</tr>
<tr>
<td>41-4336-2320</td>
<td>VEHICLE MAINTENANCE</td>
<td>36020</td>
<td>NAPA AUTO PARTS 2004 FORD VAN OIL FILTER</td>
<td>326476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
</tr>
<tr>
<td>41-4336-2320</td>
<td>VEHICLE MAINTENANCE</td>
<td>36020</td>
<td>NAPA AUTO PARTS 2004 FORD VAN REAR BRAKE</td>
<td>326476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
</tr>
<tr>
<td>41-4336-2320</td>
<td>VEHICLE MAINTENANCE</td>
<td>36020</td>
<td>NAPA AUTO PARTS 2013 FORD ESCAPE OIL &amp; AIR</td>
<td>326476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
</tr>
</tbody>
</table>

**Total WATER DEPT:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41-4336-2383</td>
<td>DISTRIBUTION MAINTENANCE</td>
<td>52920</td>
<td>UNCC LINE LOCATES</td>
<td>217040222</td>
<td>92894</td>
<td>04/20/2017</td>
<td>35.88</td>
</tr>
<tr>
<td>41-4336-2383</td>
<td>DISTRIBUTION MAINTENANCE</td>
<td>55470</td>
<td>WATER TECHNOLOGY GROUP DISTRIBUTION PUMPS FOR CR</td>
<td>5391592</td>
<td>92631</td>
<td>04/20/2017</td>
<td>53,366.00</td>
</tr>
</tbody>
</table>

**Total WATER DEPT:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41-4336-3410</td>
<td>UTILITIES</td>
<td>35420</td>
<td>MOUNTAIN WASTE &amp; RECYCL</td>
<td>WASTE WATER TRASH</td>
<td>0600374915</td>
<td>9776</td>
<td>05/01/2017</td>
</tr>
<tr>
<td>41-4336-3410</td>
<td>UTILITIES</td>
<td>53000</td>
<td>UNITED SITE SERVICES INC NETTLE CREEK Invoice #114-52</td>
<td>114-5196385</td>
<td>1016188</td>
<td>04/26/2017</td>
<td>60.00</td>
</tr>
<tr>
<td>41-4336-3410</td>
<td>UTILITIES</td>
<td>53000</td>
<td>UNITED SITE SERVICES INC NETTLE CREEK Invoice #114-51</td>
<td>114-5196385</td>
<td>1016188</td>
<td>04/26/2017</td>
<td>45.00</td>
</tr>
</tbody>
</table>

**Total WATER DEPT:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41-4336-3570</td>
<td>ENGINEERING:CONSULTING</td>
<td>49260</td>
<td>SGM GENERAL ENGINEERING - NET</td>
<td>9314580001</td>
<td>92341</td>
<td>04/21/2017</td>
<td>519.75</td>
</tr>
</tbody>
</table>

**Total WATER DEPT:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41-4336-3571</td>
<td>MAPPING</td>
<td>92463</td>
<td>ROARING FORK GEOSPATIAL L GEOSPATIAL - UTILITIES</td>
<td>[0012]</td>
<td>9766</td>
<td>04/17/2017</td>
<td>522.92</td>
</tr>
</tbody>
</table>

**Total WATER DEPT:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41-4336-5310</td>
<td>OFFICE EQUIPMENT RENTAL</td>
<td>57780</td>
<td>XEROX CORPORATION COPIER LEASE WATER</td>
<td>089017024</td>
<td>9767</td>
<td>05/01/2017</td>
<td>69.93</td>
</tr>
</tbody>
</table>

**Total WATER DEPT:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41-4336-9420</td>
<td>COMPUTER EQUIP/SOFTWARE</td>
<td>52260</td>
<td>TRAILHEAD TECHNOLOGIES WATER COMPUTERS</td>
<td>10490</td>
<td>9791</td>
<td>05/02/2017</td>
<td>581.56</td>
</tr>
<tr>
<td>41-4336-9420</td>
<td>COMPUTER EQUIP/SOFTWARE</td>
<td>52260</td>
<td>TRAILHEAD TECHNOLOGIES WATER COMPUTERS</td>
<td>10490</td>
<td>9791</td>
<td>05/02/2017</td>
<td>1,068.44</td>
</tr>
<tr>
<td>41-4336-9420</td>
<td>COMPUTER EQUIP/SOFTWARE</td>
<td>52260</td>
<td>TRAILHEAD TECHNOLOGIES SWITCH-WATER FUND HP PRO</td>
<td>10489</td>
<td>9786</td>
<td>05/02/2017</td>
<td>1,211.29</td>
</tr>
</tbody>
</table>

**Total WATER DEPT:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
</table>

**Total WATER DEPT:**

2,961.29
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41-4338-2310</td>
<td>VEHICLE FUEL</td>
<td>10720</td>
<td>FUEL - WATER - DITCH</td>
<td>369995CL</td>
<td>24192</td>
<td>04/30/2017</td>
<td>51.73</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total SECONDARY WATER DEPT:</td>
<td></td>
<td></td>
<td></td>
<td>51.73</td>
</tr>
<tr>
<td>41-4338-2320</td>
<td>VEHICLE MAINTENANCE</td>
<td>38020</td>
<td>2011 JD GATOR SPARK PLUGS</td>
<td>329476 - 332</td>
<td>24170</td>
<td>04/28/2017</td>
<td>11.07</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total SECONDARY WATER DEPT:</td>
<td></td>
<td></td>
<td></td>
<td>11.07</td>
</tr>
<tr>
<td>41-4338-2380</td>
<td>DITCH MAINTENANCE</td>
<td>44000</td>
<td>TRACTOR RENTAL FOR DITCH</td>
<td>237632</td>
<td>92937</td>
<td>04/27/2017</td>
<td>2,386.50</td>
</tr>
<tr>
<td>41-4338-2380</td>
<td>DITCH MAINTENANCE</td>
<td>44000</td>
<td>TRACTOR RENTAL FOR DITCH</td>
<td>236569 A</td>
<td>92932</td>
<td>04/21/2017</td>
<td>3,450.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total SECONDARY WATER DEPT:</td>
<td></td>
<td></td>
<td></td>
<td>5,836.50</td>
</tr>
<tr>
<td>41-4338-3982</td>
<td>TEMP SERVICES</td>
<td>35460</td>
<td>DITCH CLEAN CREW</td>
<td>369335</td>
<td>92939</td>
<td>04/20/2017</td>
<td>3,550.00</td>
</tr>
<tr>
<td>41-4338-3982</td>
<td>TEMP SERVICES</td>
<td>35460</td>
<td>DITCH CLEAN CREW</td>
<td>368937</td>
<td>24150</td>
<td>04/13/2017</td>
<td>142.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total SECONDARY WATER DEPT:</td>
<td></td>
<td></td>
<td></td>
<td>3,692.00</td>
</tr>
<tr>
<td>71-4632-3400</td>
<td>RENTAL PROPERTY EXPENSE</td>
<td>45160</td>
<td>REPAIRED CLOGGED SINK AT</td>
<td>391877</td>
<td>92935</td>
<td>04/20/2017</td>
<td>298.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total EXPENDITURES:</td>
<td></td>
<td></td>
<td></td>
<td>298.00</td>
</tr>
<tr>
<td>73-4800-7200</td>
<td>STREETSCAPE IMPROVEMENTS</td>
<td>20390</td>
<td>3RD ST. CONSTRUCTION - DRA</td>
<td>208832</td>
<td>24172</td>
<td>05/02/2017</td>
<td>245,329.61</td>
</tr>
<tr>
<td>73-4800-7200</td>
<td>STREETSCAPE IMPROVEMENTS</td>
<td>35030</td>
<td>3RD ST TRANSPORTATION PLA</td>
<td>93146AA.001</td>
<td>24163</td>
<td>04/21/2017</td>
<td>11,770.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total STREETSCAPE IMPROVEMENTS:</td>
<td></td>
<td></td>
<td></td>
<td>257,099.81</td>
</tr>
<tr>
<td>74-4337-7202</td>
<td>ENERGY</td>
<td>51640</td>
<td>VILLAGE ROAD SIDEWALK</td>
<td>202745</td>
<td>24164</td>
<td>04/27/2017</td>
<td>48,235.00</td>
</tr>
<tr>
<td>74-4337-7202</td>
<td>ENERGY</td>
<td>51640</td>
<td>EXTRA REBAR AT SPRUCE TR</td>
<td>202745</td>
<td>24164</td>
<td>04/27/2017</td>
<td>150.00</td>
</tr>
<tr>
<td>74-4337-7202</td>
<td>ENERGY</td>
<td>55520</td>
<td>WESTERN SLOPE MATERIALS</td>
<td>94597</td>
<td>24165</td>
<td>04/22/2017</td>
<td>539.28</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total CAPITAL CONSTR/OUTLAY DEPT:</td>
<td></td>
<td></td>
<td></td>
<td>48,924.26</td>
</tr>
<tr>
<td>74-4337-7300</td>
<td>PARKS IMPROVEMENTS/EQUIPMENT</td>
<td>11580</td>
<td>LANDFILL - CONCRETE</td>
<td>480867 8 91</td>
<td>24193</td>
<td>03/10/2017</td>
<td>1,048.58</td>
</tr>
<tr>
<td>74-4337-7300</td>
<td>PARKS IMPROVEMENTS/EQUIPMENT</td>
<td>92515</td>
<td>SUPPLY AND INSTALL 345 LFT</td>
<td>1125</td>
<td>1018208</td>
<td>02/28/2007</td>
<td>2,187.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total CAPITAL CONSTR/OUTLAY DEPT:</td>
<td></td>
<td></td>
<td></td>
<td>3,236.18</td>
</tr>
<tr>
<td>74-4337-9440</td>
<td>VEHICLES</td>
<td>22460</td>
<td>2017 Ford F-250 Recreation</td>
<td>2017 FORD 9788</td>
<td>24170</td>
<td>04/27/2017</td>
<td>32,947.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total CAPITAL CONSTR/OUTLAY DEPT:</td>
<td></td>
<td></td>
<td></td>
<td>32,947.75</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------</td>
<td>------------</td>
<td>---------------------------</td>
<td>------------</td>
<td>--------</td>
<td>--------------</td>
<td>---------</td>
</tr>
<tr>
<td>75-2201</td>
<td>DEPOSITS HELD</td>
<td>52414</td>
<td>CARBONDALE ARTS</td>
<td>2001</td>
<td>1016219</td>
<td>02/21/2017</td>
<td>2,000.00</td>
</tr>
<tr>
<td>75-2201</td>
<td>DEPOSITS HELD</td>
<td>52536</td>
<td>CORTES, JOSE JUAN</td>
<td>2001</td>
<td>1016215</td>
<td>04/03/2017</td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>3,000.00</td>
</tr>
<tr>
<td>75-31-30</td>
<td>SALES TAX REVENUE</td>
<td>22533</td>
<td>BRADY RENTAL INC.</td>
<td>2001</td>
<td>043834448</td>
<td>04/17/2017</td>
<td>106.61</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>106.61</td>
</tr>
<tr>
<td>75-34-72</td>
<td>SWIMMING FEES</td>
<td>22538</td>
<td>CANO, SANDRO</td>
<td>2001</td>
<td>154508</td>
<td>05/02/2017</td>
<td>150.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>150.00</td>
</tr>
<tr>
<td>75-36-42</td>
<td>REFUND OF EXPENDITURES</td>
<td>92414</td>
<td>CARBONDALE ARTS</td>
<td>2001</td>
<td>1137586</td>
<td>02/21/2017</td>
<td>100.00</td>
</tr>
<tr>
<td>75-36-42</td>
<td>REFUND OF EXPENDITURES</td>
<td>92538</td>
<td>CORTES, JOSE JUAN</td>
<td>2001</td>
<td>1138843</td>
<td>04/03/2017</td>
<td>152.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>252.00</td>
</tr>
<tr>
<td>75-4500-2290</td>
<td>GENERAL SUPPLIES</td>
<td>62480</td>
<td>CANYON CLEANERS</td>
<td>2001</td>
<td>427/17</td>
<td>04/27/2017</td>
<td>76.00</td>
</tr>
<tr>
<td>75-4500-2290</td>
<td>GENERAL SUPPLIES</td>
<td>53350</td>
<td>WESTERN PAPER DISTRIBUTOR</td>
<td>2001</td>
<td>403 009 322</td>
<td>04/27/2017</td>
<td>219.72</td>
</tr>
<tr>
<td>75-4500-2290</td>
<td>GENERAL SUPPLIES</td>
<td>53350</td>
<td>WESTERN PAPER DISTRIBUTOR</td>
<td>2001</td>
<td>403 009 322</td>
<td>04/27/2017</td>
<td>322.42</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total RECREATION CENTER:</td>
<td></td>
<td></td>
<td></td>
<td>618.14</td>
</tr>
<tr>
<td>75-4500-3311</td>
<td>RECRUITING EXPENSES</td>
<td>19940</td>
<td>EMPLOYERS COUNCIL SERVIC</td>
<td>2001</td>
<td>152601</td>
<td>04/07/2017</td>
<td>60.00</td>
</tr>
<tr>
<td>75-4500-3311</td>
<td>RECRUITING EXPENSES</td>
<td>54120</td>
<td>VALLEY VIEW HOSPITAL</td>
<td>2001</td>
<td>22280C9028</td>
<td>04/22/2017</td>
<td>59.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total RECREATION CENTER:</td>
<td></td>
<td></td>
<td></td>
<td>119.00</td>
</tr>
<tr>
<td>75-4500-3450</td>
<td>UTILITIES</td>
<td>14050</td>
<td>COMCAST CABLE</td>
<td>2001</td>
<td>1016214</td>
<td>04/14/2017</td>
<td>348.14</td>
</tr>
<tr>
<td>75-4500-3450</td>
<td>UTILITIES</td>
<td>14050</td>
<td>COMCAST CABLE</td>
<td>2001</td>
<td>1016214</td>
<td>04/14/2017</td>
<td>348.14</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total RECREATION CENTER:</td>
<td></td>
<td></td>
<td></td>
<td>696.26</td>
</tr>
<tr>
<td>75-4500-3530</td>
<td>EQUIP MAINTENANCE &amp; REPAIR</td>
<td>2060</td>
<td>ADVANCED EXERCISE EQUIPIM</td>
<td>2001</td>
<td>27525</td>
<td>04/17/2017</td>
<td>187.33</td>
</tr>
<tr>
<td>75-4500-3530</td>
<td>EQUIP MAINTENANCE &amp; REPAIR</td>
<td>20100</td>
<td>FITNESS TECH</td>
<td>2001</td>
<td>26756</td>
<td>05/02/2017</td>
<td>87.00</td>
</tr>
<tr>
<td>75-4500-3530</td>
<td>EQUIP MAINTENANCE &amp; REPAIR</td>
<td>52500</td>
<td>TRI COUNTY FIRE PROTECTIO</td>
<td>2001</td>
<td>152311A</td>
<td>04/18/2017</td>
<td>39.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total RECREATION CENTER:</td>
<td></td>
<td></td>
<td></td>
<td>312.33</td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
<td>Amount</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>------------</td>
<td>-------------</td>
<td>------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------</td>
</tr>
<tr>
<td>75-4500-3600</td>
<td>BLDG MAINTENANCE &amp; GROUNDS</td>
<td>52460</td>
<td>TRI COUNTY LOCKSMITH SERV PANIC BAR FIX INTO GYM INVO</td>
<td>9010</td>
<td>1016194</td>
<td>04/25/2017</td>
<td>138.00</td>
</tr>
<tr>
<td>75-4500-3980</td>
<td>CONTRACT LABOR</td>
<td>76452</td>
<td>ACE SECURITY AND SAFETY S QUINCEANERA SECURITY APR</td>
<td>4/20/17</td>
<td>1016212</td>
<td>04/29/2017</td>
<td>1,010.00</td>
</tr>
<tr>
<td>75-4500-3980</td>
<td>CONTRACT LABOR</td>
<td>92216</td>
<td>BURGIO, AUDREY FITNESS INSTRUCTOR INTERV</td>
<td>4/26/17</td>
<td>1016200</td>
<td>04/26/2017</td>
<td>210.00</td>
</tr>
<tr>
<td>75-4500-3980</td>
<td>CONTRACT LABOR</td>
<td>9380</td>
<td>CAIN, SHARON FITNESS INSTRUCTOR SILVER</td>
<td>4/24/17</td>
<td>1016204</td>
<td>04/24/2017</td>
<td>120.00</td>
</tr>
<tr>
<td>75-4500-3980</td>
<td>CONTRACT LABOR</td>
<td>53825</td>
<td>DANCING-LIGHT, LISA FITNESS CLASS INSTRUCTOR</td>
<td>4/25/17</td>
<td>1016205</td>
<td>04/25/2017</td>
<td>30.00</td>
</tr>
<tr>
<td>75-4500-3980</td>
<td>CONTRACT LABOR</td>
<td>40480</td>
<td>HEARN, KERRI FITNESS CLASS INSTRUCTOR</td>
<td>4/27/17</td>
<td>1016201</td>
<td>04/27/2017</td>
<td>150.00</td>
</tr>
<tr>
<td>75-4500-3980</td>
<td>CONTRACT LABOR</td>
<td>31540</td>
<td>LOEB, LAURIE FITNESS CLASS INSTRUCTOR</td>
<td>4/28/17</td>
<td>1016199</td>
<td>04/28/2017</td>
<td>120.00</td>
</tr>
<tr>
<td>75-4500-3980</td>
<td>CONTRACT LABOR</td>
<td>78168</td>
<td>NEVILAS, JOANNE YOGA INSTRUCTOR</td>
<td>4/28/17</td>
<td>1016198</td>
<td>04/28/2017</td>
<td>390.00</td>
</tr>
<tr>
<td>75-4500-3980</td>
<td>CONTRACT LABOR</td>
<td>12195</td>
<td>NORTON, JOHN FITNESS CLASS INSTRUCTOR</td>
<td>4/28/17</td>
<td>1016205</td>
<td>04/28/2017</td>
<td>90.00</td>
</tr>
<tr>
<td>75-4500-3980</td>
<td>CONTRACT LABOR</td>
<td>38460</td>
<td>PAGE, FRANCES FITNESS CLASS INSTRUCTOR C</td>
<td>4/27/17</td>
<td>1016202</td>
<td>04/27/2017</td>
<td>180.00</td>
</tr>
<tr>
<td>75-4500-3980</td>
<td>CONTRACT LABOR</td>
<td>92284</td>
<td>RAPPAPORT, ROHSHANA FITNESS INSTRUCTOR YOGA</td>
<td>4/13/17</td>
<td>1016203</td>
<td>04/13/2017</td>
<td>60.00</td>
</tr>
</tbody>
</table>

Total RECREATION CENTER: 2,350.00

75-4500-5310 OFFICE EQUIPMENT RENTAL
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>57760</td>
<td>XEROX CORPORATION</td>
<td>Copier Lease 3-21-17 TD 04-22-1</td>
<td>089017014</td>
<td>1016191</td>
<td>05/01/2017</td>
<td>341.13</td>
<td></td>
</tr>
</tbody>
</table>

Total RECREATION CENTER: 341.13

75-4512-2210 CHEMICALS
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5060</td>
<td>ASPEN MAINTENANCE SUPPLY</td>
<td>ACID, GLOVES, TEST KIT INVOI</td>
<td>085295</td>
<td>1016190</td>
<td>04/25/2017</td>
<td>153.29</td>
<td></td>
</tr>
</tbody>
</table>

Total MUNICIPAL POOL DEPT: 153.29

75-4512-3410 UTILITIES
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10665</td>
<td>CEDAR NETWORKS</td>
<td>POOL INTERNET</td>
<td>242726</td>
<td>9769</td>
<td>05/01/2017</td>
<td>50.00</td>
<td></td>
</tr>
</tbody>
</table>

Total MUNICIPAL POOL DEPT: 50.00

75-4512-3660 BLDG MAINTENANCE & GROUNDS
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>35460</td>
<td>MOUNTAIN TEMP SERVICES LL TEMP LABOR POOL #369828</td>
<td>249828</td>
<td>1016211</td>
<td>04/27/2017</td>
<td>458.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total MUNICIPAL POOL DEPT: 458.00

75-4800-9366 RIDING ARENA
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>27540</td>
<td>IRM OF COLORADO INC</td>
<td>CARBONDALE RODEO STAIRS</td>
<td>198</td>
<td>1016210</td>
<td>04/18/2017</td>
<td>4,000.00</td>
<td></td>
</tr>
<tr>
<td>75-4800-9366 RIDING ARENA</td>
<td>VALLEY LUMBER</td>
<td>RODEO ANNOUNCERS BOOTH</td>
<td>162511</td>
<td>S439</td>
<td>1016209</td>
<td>04/25/2017</td>
<td>179.43</td>
</tr>
</tbody>
</table>

Total RECREATION SALES & USE TAX: 4,179.43

77-31-30 SALES TAX REVENUE
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>92533</td>
<td>BRADY RENTAL INC</td>
<td>REFUND OF SALES TAX OUT O</td>
<td>L043834448</td>
<td>9764</td>
<td>04/17/2017</td>
<td>639.42</td>
<td></td>
</tr>
<tr>
<td>Vendor</td>
<td>Vendor Name</td>
<td>GL Acct No</td>
<td>Description</td>
<td>Invoice No</td>
<td>PO No</td>
<td>Invoice Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>------------</td>
<td>---------------------------</td>
<td>------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------</td>
</tr>
<tr>
<td>77-4500-5320</td>
<td>MERCHANT FEE</td>
<td></td>
<td>ONLINE PAYMENT MERCHANT</td>
<td>495</td>
<td>9749</td>
<td>04/25/2017</td>
<td>164.41</td>
</tr>
<tr>
<td>76333</td>
<td>MUNIRevs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>164.41</td>
</tr>
<tr>
<td>Grand Totals:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>555,362.78</td>
</tr>
</tbody>
</table>
MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
APRIL 18 2017

CALL TO ORDER:

Mayor Dan Richardson called the Board of Trustees Work Session to order on April 18, 2017 at 6:00 p.m. in the Town Hall meeting room.

The following members were present:

Mayor
Trustees
Katrina Byars
Heather Henry
Ben Bohmfalk
Marty Silverstein
Erica Sparhawk

Absent
Trustee
Frosty Merriott

Staff Present:

Town Clerk
Finance Director
Public Works Director
Cathy Derby
Renae Gustine
Kevin Schorzman

LONG-RANGE FINANCIAL PLANNING

Discussion ensued on the Town’s finances and revenue sources, and the following points/questions were made:

- This year we went in to reserves to finance capital projects and that is not sustainable.
- The two 2016 ballot questions proposing to create a carbon tax and capital improvements tax failed because they weren’t specific enough as to how the money would be spent. Members of the Board are supportive of asking voters for a tax increase for capital improvements. If we have another recession without the tax we will be in infrastructure maintenance mode.
- The community needs to understand that the Town’s infrastructure is very old.
- The reduction of Federal Mineral Lease District funds was a cause for us to go in to reserves.
- What other revenue sources are there? What are our options? We can decrease services, we can expand our tax bases (property tax and sales tax).
- Reducing services is not a viable option.
• People don’t want the impacts that result from increased sales tax (i.e. big box stores).
• Members of the Board prefer a dedicated funding source to fund capital projects.
• The sales tax rate is where it needs to be. Higher tax rates may deter shoppers.
• Perhaps the Town can offer incentives to expand the sales tax base.
• A Trustee proposed the idea of helping support incubator businesses – flexibility helps.
• Support a shop local campaign.
• Should a financial planning task force be formed? The majority of the Board felt that it is too early to create a task force.
• The Board would like to know how much it will cost to undertake a professional survey.

MOBILITY DISCUSSION

Discussion ensued on mobility and the following points/questions were made:

• If we don’t have a mobility problem now, we will in the future.
• Colorado Meadows (senior housing) and Carbondale South are not being serviced by public transportation and the senior population will continue to grow. A comment was made that it appears that there is not a great need for public transportation at Senior Housing because they have access to the Traveler program. Perhaps we could have a trial basis sign-up program for public transportation around Town without expending a lot of money.
• If we want to make an impact on climate control we need to increase our public transportation efforts.
• We don’t own any parking lots

Discussion ensued on changing the circulator bus route or adding routes.

RFTA employee Jason White explained that RFTA needs to be equitable with all of the jurisdictions. He agreed that there is value in bringing a bus to the south part of town; there are ways, we need to be creative. He noted that we need to be careful because you don’t want people to be on the circulator bus for too long. It was suggested that the circulator’s current routes could be reconfigured and wouldn’t result in additional costs. The Trustees urged RFTA to look at the feasibility of reconfiguring the circulator route.

Discussion ensued on the WeCycle bike sharing program.

Mirte Mallory, Co-Founder and Director of WeCycle, stated that the start-up costs are the biggest expense. The Trustees stated that perhaps we can pursue a grant for a feasibility study for Carbondale. It was suggested that perhaps CORE can provide the match for the grant.
GARFIELD CLEAN ENERGY – CLIMATE ACTION PLAN REVIEW

Trustee Sparhawk disclosed that she is an employee of CLEER and that she was instrumental in creating the Climate Action Plan. The Board did not feel that there was a conflict of interest so Trustee Sparhawk participated in the conversation.

After a lengthy discussion the majority of the Board agreed that the Carbon reduction goal should be 100% by 2050. Also, the Climate Action Plan should be passed by a resolution which sets the goals of the Plan.

The Trustees directed CLEER and CORE to concentrate on the Executive Summary. Preferably the Summary would be two pages. The Summary should be the marketing tool used to educate the community about the Plan’s goals.

ADJOURNMENT

The April 18, 2017 work session adjourned at 9:05 p.m. The next regular scheduled meeting will be held on April 25, 2017, at 6:00 p.m.

APPROVED AND ACCEPTED

______________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
APRIL 25, 2017

CALL TO ORDER:

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on April 25, 2017, at 6:05 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor Dan Richardson
Trustees Frosty Merriott
Marty Silverstein
Erica Sparhawk

Arrived After Roll Call:
Trustees Katrina Byars
Heather Henry

Absent:
Trustee Ben Bohmfalk

Staff Present:
Town Manager Jay Harrington
Town Clerk Cathy Derby
Town Attorney Mark Hamilton
Planning Director Janet Buck
Finance Director Renae Gustine

CONSENT AGENDA

- Accounts Payable totaling $144,972.95
- BOT 4/11/17 Regular Meeting Minutes
- Liquor License Renewal – Konnyaku
- Liquor License Renewal – Los Cabos
- Liquor License Renewal – The Beat
- Mount Sopris Historical Society – Lease Amendment
- Recommendation for Appointment – Carbondale Historic Preservation Commission
CONSENT AGENDA

The Board pulled the Mount Sopris Historical Society Lease Amendment because more details need to be worked out.

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

4 yes votes: Silverstein, Richardson, Sparhawk, Merriott

PERSONS PRESENT NOT ON THE AGENDA

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

Trustee Byars arrived at the meeting.

TRUSTEE COMMENTS

Trustee Silverstein informed the Board that he attended the Carbondale Public Arts Commission (CPAC) meeting. There is an app ($3,000 for the first year) that would provide a walking tour of the Town's public art sculptures. A local business has offered to sponsor the app. In return, the business wants a small plaque placed on the sculpture base acknowledging their contribution.

Trustee Byars stated that she feels that a business would have to donate a very big gift in order to receive a sponsorship.

Trustee Sparhawk suggested acknowledging the business on the app.

The Board scheduled a discussion on this topic on May 9th.

Trustee Sparhawk stated that she attended the Third Street Center Board meeting. The coffee shop is open and will serve free coffee on Wednesday. The Third Street Center received a Federal Mineral Lease District grant and an Aspen Thrift Store grant for lighting. They are still raising funds for the project.

Trustee Sparhawk also attended the Parks and Recreation Commission meeting. They want to raise private funds which would be spent on parks and recreation projects.

Trustee Sparhawk stated that the 5Point Film Festival was a stellar event. There were lots of new activities and the attendance was fantastic.

Trustee Byars stated that she attended the Oil & Gas Symposium. Oil and gas production is on the uptake as is deregulation of the industry. The tenor is that it is the
end of federalism. Development of oil and gas leases in Garfield County is also very high.

Trustee Merriott stated that the apple trees are blooming and Orchard Park is beautiful.

Mayor Richardson told the Board that he attended the RFTA board meeting. The Access Control Plan was approved on first reading. He also attended the Mayors meeting in Rifle. Garfield County has developed standards for tiny homes.

Mayor Richardson said that last week the Board talked about conducting a community survey. He requested that the Trustees ask the advisory boards, of which they are a member, if they feel a survey would be valuable, and if so, do they have questions they would like to be put on the survey.

Trustee Byars stated that she would like staff to look at integrating the Garfield County Tiny Home Standards in to the Unified Development Code. Janet will contact Garfield County.

ATTORNEY’S REPORT

The attorney did not have a report.

PROCLAMATION – ARBOR DAY

Mayor Richardson read a proclamation declaring April 28th as Arbor Day.

SPECIAL EVENT LIQUOR LICENSE – CARBONDALE CLAY CENTER

The Carbondale Clay Center has applied for four (4) Special Event Liquor Licenses for the summer First Fridays. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

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

5 yes votes: Richardson, Silverstein, Sparhawk, Merriott, Byars

PUBLIC HEARING – NEW LIQUOR LICENSE APPLICATION
Applicant: H&H Adventures, LLC
Location: 358 Main Street

H&H Adventures, LLC has applied for a new Beer & Wine Liquor License for 358 Main Street. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.
Staff recommended approval of the liquor license.

Mayor Richardson opened the Public Hearing.

Patrick Fegan, Weant Blvd., commended the owner for supporting the (local) arts.

Brad Nelson, Dolores Way, stated they will make our town a better place.

Bernard Posoli, owner of the building, stated that the owner is hardworking and will improve the lifestyle and reputation of Carbondale.

Mayor Richardson closed the public hearing.

Trustee Byars stated that she has heard a lot of support and excitement for this new business. It will bring energy and vibrancy to the downtown and it will be a huge success.

Mayor Richardson stated that he appreciates the investment in the downtown.

Trustee Byars made a motion to approve H & H Adventure, LLC’s new Wine and Beer Liquor License. Trustee Sparhawk seconded the motion and it passed with:

5 yes votes: Silverstein, Byars, Sparhawk, Merriott, Richardson

**PUBLIC HEARING – ORDINANCE NO. 6 SERIES OF 2017 – RE-1 EMPLOYEE HOUSING REZONING AND MAJOR SITE PLAN REVIEW**

Applicant: RE-1 School District  
Location: Third Street between Library and Third Street Center

Bob Schultz (planner) and JV DeSousa (architect), representing the applicant, were present at the meeting.

Janet explained that the RE-1 School District submitted an application for rezoning from Open Space/School PUD-Community Partnership PUD to Residential/High Density and major site plan review which would allow twenty (20) residential dwelling units on the site.

The rezoning appears to be in compliance with the Town’s Comprehensive Plan.

The Planning & Zoning Commission reviewed the application in March and unanimously recommended approval. Staff also recommends approval.

Bob Schultz stated that the applicant has voluntarily complied with the Unified Development Code (UDC). The building are to scale with the other houses in the
neighborhood and they are oriented towards Third Street. They have designed a large green space area that is connected to the Bridges Playing fields. The project is consistent with the Comprehensive Plan.

Discussion ensued and the following questions were asked:

- Where will overflow parking go? There is street parking in front, and Bridges is adding parking to the back of its building.
- Will a land dedication fee be required? Yes, however they have credits.
- Is the landscaping private? Yes, the School District owns the entire site.
- Only 16 units are being built at this time, why? RE-1 does not have the funding for the final four at this time.
- Will the buildings have any solar? No, but they are making it the most sustainable project possible given their budget.

Mayor Richardson opened the public hearing.

James Ibbotson, Carbondale, asked if there will be an opportunity to beautify the street at the end of construction. Improvements (sidewalks) will only be installed on the west side due to neighborhood feedback. James asked about light pollution from the parking lots. They are using the minimum foot candle, the lights will be fully shielded, and the parking lots are asphalt so they will reflect a lot of light.

Mayor Richardson closed the public hearing.

Trustee Sparhawk made a motion to approve Ordinance No. 6, Series of 2017, and the Development Improvements Agreement approving the RE-1 Employee Housing Rezoning and Major Site Plan Review, as amended by the redlines, which acknowledge approval of a Conditional Use Permit for multi-family housing, and eliminates the condition that a revised landscape plan be submitted. The conditions and finding are as follows:

**Conditions:**

1. The RFSD shall enter into a Development Improvements Agreement which addresses construction of public improvements associated with the development.
2. Approval of the Rezoning and Major Site Plan Review is contingent upon Town approval of the engineering plans.
3. All required public utility and pedestrian/bicycle easements shall be dedicated to the Town of Carbondale as outlined in Ordinance No. 6, Series of 2017. The location and size of the easements shall be subject to review and approval of Town Staff.
4. All ordinances and agreements associated with the Community Partnership PUD will remain in effect for the balance of the RFSD property.

5. The RFSD shall submit a digital map which shows the boundaries of the project within the RFSD District property and the R/HD zone district designation in order to update the Town's Zoning District Map.

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

7. All lighting shall be in compliance with Section 5.10 of the UDC (Exterior Lighting).

8. If RE-1 (the District) should ever determine to allow the occupancy of these units by persons other than District employees and their families, to sell all or any portion of the Property, or to subdivide or condominiumize any portion of the Property, the District acknowledges that it shall be required to come into compliance with the Town's then-applicable affordable housing regulations (presently codified as Section 5.11 of Chapter 17.05 of the Municipal Code), and that the Town may withhold or condition any further development approvals accordingly.

9. The development shall be in compliance with the Town's solar access requirements.

10. The ownership and maintenance of the irrigation system shall be addressed in the Development Improvements Agreement.

11. The RFSD shall submit a detailed tree protection plan, prepared by a certified arborist, for the three mature spruce trees along Third Street. The plan shall be subject to review and approval of the Town prior to commencement of construction.

12. The Development Improvements Agreement shall address the maintenance of the landscaping in the northeast corner of the site.

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

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

Findings - Rezoning Criteria:

1. The amendment will promote the public health, safety, and general welfare as it is a well-planned, multifamily development intended to provide rental housing for school district employees;
2. The amendment is consistent with the Comprehensive Plan as follows:

   a. The proposal meets the three segments of the vision statement in “Small Town Character Vision and Goals” by 1) keeping the downtown as the heart of the community by provision of housing near the downtown and center of commerce; 2) maintaining a compact form which reduces dependence on automobiles by providing housing near employment; and 3) maintains the small town character providing housing options that allow residents to live in the communities where they work.

   b. Section 2.4., Goal 1, Strategy D suggests that the Town work with other entities to expand the inventory of affordable housing, including housing for 1-2 person households. This also meets the overall vision by providing housing to allow residents to live in the communities where they work.

   c. Section 2.8 includes a vision statement that well-supported and successful schools will bring us together and help keep this a family oriented-town. Section 2.9 adds that students will benefit from great schools. This section also envisions that Carbondale will remain a viable and affordable location for young people to build their lives and their careers.

3. The amendment is consistent with the purposes stated in this Unified Development Code, specifically:

   a. It does not add to congestion in the streets as it is replacing an existing school bus barn;

   b. It is relatively secure from fire, floodwater, and other dangers;

   c. There is the provision of adequate light and air;

   d. There is no undue concentration of population as it is in compliance with the requirements of the R/HD;

   e. Transportation, water, sewage, schools, parks are provided;

   f. The development will comply with the most recent energy conservation code; and solar access is being maintained for passive solar.

4. The amendment is consistent with the purposes section of the R/HD as it provides a high-density neighborhood comprised of a well-planned mix of multi-family dwellings of various densities. The development would provide a high-quality living environment close to commercial centers and near downtown.
5. The development will not result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation;

6. The amendment will not result in material adverse impacts to other property near or adjacent to the development; and

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

Findings - Site Plan Review Criteria:

1. The site plan is consistent with the Comprehensive Plan as it meets the goal of the Town working with other entities to expand the inventory of affordable housing, including housing for 1-2 person households, and provides housing to allow residents to live in the communities where they work;

2. The site plan is consistent with the purposes section of the R/HD zone district;

3. The site plan complies with all applicable development and design standards set forth in this Code; and

4. Traffic generated by the proposed development is adequately served by existing streets within Carbondale.

Trustee Silverstein seconded the motion and it passed with:

5 yes votes: Sparhawk, Merriott, Richardson, Silverstein, Byars

Mayor Richardson thanked the design team for making the effort to meet the UDC requirements. This is an ideal project. He also stated that he appreciates RE-1 for not asking for a water and waste water fee waiver.

Trustee Byars thanked the design team for saving the three (3) trees that had been destined for removal. Also, the creation of open space is appreciated; they took affordable housing and translated it into high quality living. Trustee Byars stated that staff should revisit the improvements to the east side of the street (sidewalk), it would be a good tie-in. She encouraged the applicant to apply for the Randy Udall Energy Grant for solar panels.

Trustee Silverstein thanked the Board who came before this one, and the voters who approved the bond.
PUBLIC HEARING – ORDINANCE NO. 7, SERIES OF 2017 – 1ST BANK FINAL SUBDIVISION PLAT
Applicant: 1st Bank
Location: Lot 5A Carbondale Marketplace, Highway 133 west of the Dollar Store

Mayor Richardson, disclosed that he works for the engineering firm doing work for 1st bank. He recused himself and left the meeting. Mayor Pro Tem Merriot officiated the hearing.

Jay explained that 1st Bank proposes to subdivide the future Lot 5 of the Carbondale Marketplace Subdivision into two lots. However, they cannot move forward until City Market’s Final Plat is recorded.

Yancy Nichols, 1st Bank’s engineer, asked if Ordinance 7 is approved tonight how long will they have to subdivide the two (2) lots? Mark Hamilton answered six (6) months.

Mayor Pro Tem Merriot opened the public hearing.

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

Mayor Pro Tem Merriot closed the public hearing.

Trustee Sparhawk made a motion to approve the Final Plat, Ordinance No. 7, Series of 2017, and the Subdivision Improvements Agreement to allow the subdivision of Lot 5 into Lots 5A and 5B with the following conditions and findings:

Conditions of Approval for Final Subdivision Plat

1. All conditions of Ordinance No. 21, Series of 1997 recorded at Reception Number 521822 and recorded on March 13, 1998 remain in effect and in full force unless otherwise approved by the Board.

2. A Subdivision Improvement Agreement (SIA) shall be required prior to recordation of the Final Plat. The SIA shall guarantee and secure completion of the infrastructure after recordation of the Plat. The SIA shall be subject to review and approval by the Town.

3. The final plat shall be revised to reflect a plat note that labels Lot 5A as “Reserved for Future Development.”

4. The final plat shall be subject to review and approval by the Town Attorney.

5. The applicant shall submit final engineering and construction drawings for review and approval by the Town prior to the recordation of the plat.
6. The engineer's estimate shall be revised to reflect all public improvements, subject to Town review and approval, prior to recordation of the final plat.

7. The developer shall be responsible for the construction and cost of all infrastructure improvements. The construction of the infrastructure shall be completed within two (2) years of the recordation of the Plat.

8. At the time of the development of Lot 5A, the property owner shall dedicate adequate right-of-way for a connection to the Industry Place right-of-way. The location and the size of the dedication shall be subject to review and approval of the Town.

9. The developer shall be required to submit a current title commitment for the road dedications for review and approval by the Town Attorney. This commitment shall be prepared at the expense of the developer. A final title policy must then be submitted to the Town insuring title to public streets in the amount of at least $250,000. Contemporaneously with recordation of the final plat, the Developer shall convey title to all public streets by General Warranty Deed subject only to title exceptions approved by the Town Attorney as part of the title review process.

10. A construction management plan must be included in the SIA to minimize the effects of construction on the environment. The construction management plan is required to include reclamation requirements, including re-grading and seeding, in the event that any ongoing construction ceases prior to completion.

11. A fee-in-lieu of highway improvements in the amount of $25,000 shall be paid to the Town at the time of recordation of the subdivision plat.

12. All irrigation shall be from non-potable water sources supplied by the Rockford Ditch. A private non-potable irrigation system shall be constructed, operated and maintained by the Developer and/or successor owners of Lots 1-5, with costs assessed pro rata pursuant to a Declaration of Covenants applicable to all five lots.

13. At the time of development of Lot 5A, a curb, gutter and sidewalk, landscape strip and street trees shall be required along Parker Drive as well as other proposed streets.
Final Plat Findings

1. The final plat conforms to the approved preliminary plat and incorporates all recommended changes, modifications, and conditions attached to the approval of the preliminary plat;

2. The development will substantially comply with all requirements of this Code; and

3. The development will comply with the applicable technical standards and specifications adopted by the Town.

Trustee Silverstein seconded the motion and it passed with:

4 yes votes: Merriott, Silverstein, Byars, Sparhawk

Mayor Richardson returned to the meeting.

ORDINANCE NO. 8, SERIES OF 2017 – CITY MARKET REQUEST TO EXTEND FINAL PLAT RECORDATION DEADLINE

The current deadline for the Carbondale Marketplace (City Market) Subdivision to record their subdivision plat is June 28, 2017. City Market has requested that the deadline be extended for sixty (60) days. Jay stated that staff remains supportive and is recommending approval.

Trustee Byars stated that her confidence is waning, and City Market needs to show accountability to the community.

Trustee Henry arrived at the meeting.

Trustee Silverstein made a motion to approve Ordinance No. 8, Series of 2017, approving an extension of the deadline to June 28, 2017, to record a final subdivision plat for the Carbondale Marketplace Subdivision. Trustee Byars seconded the motion and it passed with:

6 yes votes: Silverstein, Merriott, Richardson, Byars, Henry, Sparhawk

EXECUTIVE SESSION

At 7:55 p.m. Trustee Henry made a motion to go into an Executive Session for a conference with special counsel for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b). Trustee Byars seconded the motion and it passed with:

6 yes votes: Richardson, Henry, Merriott, Byars, Sparhawk, Silverstein
At 8:35 p.m. Trustee Henry made a motion to adjourn the Executive Session and return to the regular meeting. Trustee Merriott seconded the motion and it passed with:

6 yes votes: Henry, Merriott, Byars, Sparhawk, Silverstein, Richardson

ADJOURNMENT

The April 25, 2017, regular meeting adjourned at 8:35 p.m. The next regularly scheduled meeting will be held on May 9, 2017 at 6:00 p.m.

APPROVED AND ACCEPTED

_________________________________________________________________
Dan Richardson, Mayor

ATTEST:

_________________________________________________________________
Cathy Derby, Town Clerk
Board of Trustees Agenda Memorandum

Meeting Date: 5/9/17

TITLE: Colorado Product Services, LLC Retail Marijuana Infused Products (MIP) License Renewal Application

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Retail Marijuana MIP Renewal Application, Amendment to Lease, Operating Agreement, Purchase Agreement, Floor Plan

BACKGROUND: Colorado Product Services (Dr.'s Garden) has been operational since May of 2015. A public hearing is no longer required because they have been in business for two (2) consecutive years.

The Applicant's representative is James Leonard. Staff can attest that James has been a resident of Colorado for over 2 years, he is over 21, and meets the criteria to be the local agent representative.

In the past year staff has received a few odor complaints. However, staff worked with the applicant and they have remedied their odor problem.

FINANCIAL: All fees have been paid.

DISCUSSION: The Board may wish to determine if the retail marijuana infused product renewal application is complete, meets all of the criteria set forth in Carbondale's retail marijuana ordinances, and the Colorado Retail Marijuana Code as adopted

RECOMMENDATION:

Town staff recommends that the Board of Trustees make a motion to approve Colorado Products Services, LLC Retail Marijuana Infused Product Renewal Application.

Prepared By: Cathy Derby

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

Retail Marijuana Facility Renewal Application

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

TOTAL DUE: $2,500

Applicant is renewing:
- [ ] Store
- [ ] Lab
- [ ] Cultivation
- [x] Manufactured Infused Products (MIP)

License Type: [ ] Corporation Name

Trade Name (DBA):
Doctors Garden

Sales Tax No.

Business Phone:
(970) 379-9057

Street Address:
Lost Buggy Cir

City:
Carbondale

State:
CO

Zip:
81623

Mail Address:

Home Address:

Operator/Manager:
James Leonard

Date of Application:
06/01/18

1. Do you have legal possession of the premises at the street address above? Yes [x] No [ ]
2. Is the establishment within 500 ft. of a school? Yes [x] No [ ]
3. Since the date of filing of the last annual application, has there been any change in the financial interest (loans, etc.) or organizational structure (change of officers, managing members, etc.)? If yes, explain in detail and provide documentation. Yes [x] No [ ]
4. Since the date of the filing of the last annual application, has the applicant or any of its agents, owners, managers been convicted of a felony? If yes, attach a detailed explanation. Yes [x] No [ ]
5. Since the date of the filing of the last annual application, has the applicant hired any new employees? Yes [x] No [ ] If yes, have they been fingerprinted? Yes [x] No [ ]

OATH OF APPLICANT

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

Applicant Signature:

Date: 3/29/17

Title: James Leonard/Owner

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

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

Authorized Signature:

Title:

Date:

Attest

Title:

Date:
AMENDMENT TO LEASE

This Amendment to Lease is effective February 1, 2017 by Western Slope Land and Holdings, LLC, (“Landlord,”) and Colorado Product Services, LLC (“Tenant,”).

WITNESSETH:

WHEREAS, Landlord and Tenants previously entered into a Lease Agreement (hereinafter referred to as the, “Lease,”) dated October 25, 2014 that touches and concerns the property with the address of 655 Buggy Circle, Carbondale, CO 81623 (the, “Premises”); and

WHEREAS, Landlord and Tenants desire to amend the Lease to extend its Term.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Term and Expiration Date. Landlord and Tenant hereby amend the Term of the Lease as set forth in Section 3 of the Lease to expire on June 1, 2018. (hereinafter the “Amended Lease Expiration Date”).

2. Fixtures, Improvements and Equipment. Any fixtures installed on or attached to the Premises or any Improvements made thereto shall become, and remain the property of Landlord. Furthermore, any equipment, personal property, or any other type of property owned and/or purchased by Landlord which is leased, licensed, or otherwise used by Tenant during the term of the Lease shall remain the property of Landlord.

3. Ratification.

   a. Full Force and Effect. Except as specifically amended hereinabove, the original terms and provisions of the Lease remain in full force and effect, and both Landlord and Tenants hereby affirm and consent to the Lease, as herein amended, and agree to be bound thereby.

   b. All other terms, covenants, and conditions of the original Lease shall remain in full force and effect, and the same are hereby reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified hereby or conflict or are inconsistent with the terms of this Amendment to Lease, in which event the terms of this Amendment to Lease shall, in all respects, govern and prevail.

4. Counterparts. This agreement may be executed in counterparts.
5. **Use.** Tenant may use the premises for the purpose of the retail and/or medical marijuana cultivation, processing, infusion, manufacturing and sale.

**[END OF AGREEMENT. SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals as of the day and year first above written.

Effective on this \underline{16} day of February, 2017.

Colorado Product Services, LLC

By: James Leonard

Western Slope Land and Holdings, LLC

By: John Sfondrini
AMENDED LEASE

THIS AMENDED LEASE is effective as of the 26th day of May, 2015 (The "Effective Date") between Western Slope Land and Holdings, LLC a Colorado limited liability Company ("Landlord"), and Colorado Product Services, LLC, a Colorado limited liability company ("Tenant").

Agreement

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the legal sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. **Demise.** Landlord hereby leases the leased premises as set forth in Exhibit A (hereinafter the "Premises") to Tenant for the Term (as defined below), at and for the rental, and upon the terms and conditions hereinafter set forth.

2. **Replacement of any Existing Lease.** This Agreement shall terminate and replace any existing Lease on the Premises.

3. **Lease Term.** The "Term" of this Lease shall commence on the Effective Date and shall continue until July 1, 2016 subject to the provisions contained in Section 3 of this Lease.

4. **Special Condition Precedent: Frustration of Purpose.** The following events shall constitute a Frustration of Purpose of this Lease and shall render this Lease null and void subject to the following terms and conditions:

   (i) **Failure to Obtain Licensure.** If Tenant is denied licensure as a retail and/or medical marijuana cultivation facility from the Colorado Department of Revenue, Division of Marijuana Enforcement (the "MED") or the City of Rifle' local authority ("City of Carbondale"), for any reason, this Lease shall be deemed frustrated and shall be terminable by Tenant or Landlord. Tenant or Landlord shall have 30 days from the date of denial by the MED or the City of Carbondale to invoke the right to terminate for Frustration of Purpose.

5. **Condition of Leased Premises.** Tenant acknowledges that Landlord is delivering the Leased Premises in their AS-IS, WHERE-IS, WITH ALL FAULTS condition, and Landlord has no obligations with respect to any modification or improvement of the Leased Premises.

6. **Base Rent.** Tenant covenants to pay to Landlord $3,125.00 (three thousand one hundred twenty-five dollars) per month as monthly base rent for the Leased Premises, on or before the first day of each month during the Lease Term in lawful money of the United States. Monthly base rent for any partial month shall be prorated based on the actual number of days elapsed and the actual number of days in the applicable month. All rent due hereunder shall be paid to Landlord at Landlord’s address for notices as described in Section 14 below.
7. Rent Not Inclusive. As additional consideration for Landlord leasing the Premises to Tenant, Tenant is responsible for paying all taxes, insurance, operating costs and any other moneys which may be owed which are attributable or appurtenant to the Premises under the Lease.

8. Use. Tenant will have the right to use the Leased Premises for all purposes related to the cultivation, production, processing, infusion, and sale of retail, recreational and/or medical marijuana products which are legal under Colorado law.

9. Alterations. Tenant shall make no alterations, additions or improvements to the Leased Premises without obtaining Landlord’s prior written consent.

10. Fixtures, Improvements and Equipment. Any fixtures installed on or attached to the Premises or any Improvements made thereto shall become, and remain the property of Landlord. Furthermore, any equipment, personal property, or any other type of property owned and/or purchased by Landlord which is leased, licensed, or otherwise used by Tenant during the term of the Lease shall remain the property of Landlord.

11. Damage and Destruction. If as a result of fire or other casualty the Lease is terminated, then this Lease shall terminate simultaneously and any unearned rent paid in advance by Tenant shall be apportioned and refunded to Tenant. Landlord will not consent to the termination of the Lease without Tenant’s prior consent. If, however, the Premises are damaged or destroyed by fire or other casualty and the Lease is not so terminated, then this Lease shall remain in full force and effect and the rent hereunder shall abate in the same proportion as rent is abated under the Lease.

12. Tenant’s Default and Landlord’s Remedies. Tenant shall be deemed in default under this Lease if (a) Tenant fails to pay the base rent due and such failure continues for 10 days after Tenant receives notice of such failure from Landlord; or (b) Tenant fails to perform or comply with any other condition of this Lease, other than those referred to in subsection (a) above, where such failure continues for a period of 30 days after notice thereof from Landlord to Tenant; provided that if the nature of Tenant’s default is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure as soon as reasonably practicable within said 30-day period and thereafter diligently prosecutes such cure to completion. In the event of any default by Tenant hereunder, Landlord shall have the right to terminate this Lease and remove Tenant and its personal property from the Leased Premises in accordance with applicable law.

13. Landlord’s Default under the Lease. If Landlord shall default in the performance of its obligations under the Lease, then Tenant may (but will not be obligated to), without terminating the Lease, pay directly to Landlord all rent and other amounts due and owing under the Lease as such sums come due under the Lease, or otherwise perform Landlord’s obligations under the Lease, without waiving or releasing any of Tenant’s rights against Landlord as a result of Landlord’s default. If Tenant so performs Landlord’s obligations under the Lease, Landlord will reimburse Tenant for all amounts reasonably incurred by Tenant within five business days after receipt of Tenant’s invoice therefor. If Landlord fails to so reimburse Tenant, Tenant will have the right to abate all rent due hereunder until Tenant has been fully reimbursed.
14. **Notices.** All notices, approvals, requests, consents and other communications given, required or permitted in accordance with the terms of this Lease must be in writing and must be hand-delivered or sent by Federal Express overnight service or United States certified or registered mail, return receipt requested. The parties will consider notices given or delivered when received or when the recipient refuses proper delivery. The parties will address notices as follows:

**If to Landlord:**

1101 Village Road #LL2A Carbondale, CO 81623  
Attention: John Sfondrini

**If to Tenant:**

Colorado Product Services, LLC  
580 Main St. Carbondale, CO 81623  
Attention: James Leonard or Robert Pinchuck

A party may change the address to which it wishes notices to be sent by delivering notice of the change of address to the other party in accordance with the terms of this Section.

15. **Brokers.** Landlord and Tenant each warrant to the other that it has not used any broker or other agent in connection with the negotiation or consummation of this Lease. Each party agrees to indemnify the other for any loss, cost, damage or expense (including, without limitation, court costs and reasonable attorneys’ fees) incurred as a result of or in connection with a breach of the foregoing warranty.

16. **Landlord’s Covenants and Representations.** Landlord represents and warrants to Tenant that:

   (a) The Lease is valid and in effect and all of the terms, covenants and conditions thereof to be performed by Landlord have been fully performed.

   (b) Landlord has full right and power to execute this Lease as Landlord and to let the Leased Premises to Tenant.

17. **Tenant’s Representation.** Tenant represents and warrants to Landlord that it has full right and power to execute this Lease as Tenant and to Lease the Leased Premises from Landlord.

18. **Successor and Assigns.** This Lease shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.

19. **Attorneys’ Fees.** In the event of any action filed in relation to this Agreement, the prevailing party will be entitled to recover from the other reasonable attorneys’ fees and other disbursements.
20. **Entire Agreement; Modification; Applicable Law.** This Agreement constitutes the entire agreement of the parties hereto and will supersede all prior offers, negotiations, and agreements. This Lease may only be amended by a written agreement signed by both parties. This Lease will be construed in accordance with Colorado law.

21. **Counterparts; Electronic Delivery.** This Lease may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof may be delivered by telexcopier, email or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**EXECUTED as of the date first set forth above.**

**TENANT:**

Colorado Product Services, LLC,
a Colorado limited liability company

By: [Signature]
Name: Robert Proulx
Title: Owner

**LANDLORD:**

Western Slope Land and Holdings, LLC,
a Colorado limited liability Company

By: [Signature]
Name: [Signature]
Title: Managing Member
EXHIBIT A

Designation of Leased Premises

655 Buggy Circle, Carbondale CO 81623
Operating Agreement of Colorado Product Services, LLC

This Operating Agreement of Colorado Product Services, LLC, a Colorado limited liability company ("Company") organized pursuant to the Act, is entered into and shall be effective as of the Effective Date, September 15, 2016, by and among the Persons executing this Agreement as Members and Managers.

PREAMBLE

The Articles of Organization for the Company, to the extent such Articles are in conflict with or inconsistent with the provisions of this Operating Agreement, shall override the provisions of this Operating Agreement.

ARTICLE 1 - FORMATION

1.1 Organization and Amended Agreement. The Members organized the Company as a Colorado limited liability company pursuant to the provisions of the Act. The Members have elected to amend and restate their operating agreement as set forth herein. This Agreement shall be controlling over any other Agreement executed prior to the Effective Date.

1.2 Agreement, Effect of Inconsistencies With Act. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Agreement hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members and Managers that this Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make this Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way as to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Members hereby agree that the Members shall be entitled to rely on the provisions of this Agreement, and the Members shall be liable to the Company for any action or refusal to act taken in good faith reliance on the terms of this Agreement. The Members and the Company hereby agree that the duties and obligations imposed on the Members of the Company as such shall be those set forth in this Agreement which is intended to govern the relationship between the Company and the Members, notwithstanding any provision of the Act or common law to the contrary.

1.3 Name. The name of the Company is Colorado Product Services, LLC, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.4 Effective Date. This Agreement shall become on September 15, 2016.
1.5 **Term.** The Company shall be dissolved and its affairs wound up in accordance with the Act and this Agreement on January 1, 2050, unless the term shall be extended by amendment to this Agreement, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

1.6 **Registered Agent and Office.** The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed in the office of the Secretary of State. The Managers may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managers shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Managers shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

1.7 **Principal Office.** The principal Office of the Company shall be located at any place of its choosing from time to time.

**ARTICLE 2 - DEFINITIONS**

For purposes of this operating agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

2.1 **Act.** The Colorado Limited Liability Company Act and all amendments to the Act.

2.2 **Agreement.** This operating agreement including all amendments adopted in accordance with this Agreement and the Act.

2.3 **Articles.** The Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State.

2.4 **Business Day.** Any day other than Saturday, Sunday or any legal holiday observed in Colorado.

2.5 **Code.** The Internal Revenue Code of 1986 as amended from time to time.

2.6 **Company.** Colorado Product Services, LLC, a limited liability company formed under the laws of Colorado, and any successor limited liability company.

2.7 **Company Liability.** Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

2.8 **Company Property.** Any Property owned by the Company.

2.9 **Contribution.** Any contribution of Property made by or on behalf of a new or existing Member or Assignee as consideration for a Membership Interest.
2.10 Distribution. A transfer of Property to a Member on account of a Membership Interest as described in Article 9.

2.11 Initial Members. Those persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed this Agreement.

2.12 Management Right. The right of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Company. The rights and authority of a Manager that exceed those of a Member who is not a Manager are not considered Management Rights for purposes of this Agreement.

2.13 Manager. A person selected to manage the affairs of the Company under Article 7 hereof. James Leonard is the initial manager. The term “Managers” shall refer to the sole Manager when only one person is acting as Manager.

2.14 Members. The sole Member is James Leonard, who is the Initial Member.

2.15 Membership Interest. The rights of the Member to all Distributions (liquidating or otherwise) and allocations of the Net Profits and Net Losses of the Company.

2.16 Money. Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.

2.17 Net Losses. The losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

2.18 Net Profits. The income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes. Net Profits includes taxable income, capital gain, and income exempt from taxation.

2.19 Notice. Notice shall be in writing. Notice to the Company shall be considered given when mailed by first class mail postage prepaid addressed to any Manager in care of the Company at the address of the Principal Office. Notice to a Member shall be considered given when mailed by first class mail, postage prepaid, addressed to the Member at the address reflected in this Agreement unless the Member has given the Company a Notice of a different address.

2.20 Organization. A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.
2.21 Organization Expenses. Those expenses incurred in the organization of the Company including the costs of preparation of this Agreement and Articles.

2.22 Property. Any property real or personal, tangible or intangible (including goodwill), including Money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

2.23 Person. An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a Member of a limited liability company under the laws of Colorado.

2.24 Proceeding. Any judicial or administrative trial, hearing or other activity, civil criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

2.25 Regulations. Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

2.26 Sharing Ratio. With respect to any Member, a fraction (expressed as a percentage), the numerator of which is the total of the Member's initial Contribution set forth on Exhibit A and the denominator of which is the total of all initial Contributions of all Members set forth on Exhibit A.

2.27 Taxing Jurisdiction. Any state, local, or foreign government that collects tax, interest, or penalties, however designated, on the Member's share of the income or gain attributable to the Company.

ARTICLE 3 - NATURE OF BUSINESS

The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article 3. The Company exists only for the purpose specified in this Article 3, and may not conduct any other business without the consent of the Members. The authority granted to the Managers hereunder to bind the Company shall be limited to actions necessary or convenient to this purpose.

ARTICLE 4 - ACCOUNTING AND RECORDS

4.1 Records to be Maintained. The Managers shall maintain the following records at the Principal Office:

a. A current list of the full name and last known business address of the Members and any other holder of a Membership Interest;
b. A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which Articles have been executed;

c. Copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years;

d. Copies of this Agreement including all amendments thereto;

e. Any financial statements of the Company for the three most recent years;

f. If not set forth in this Agreement, a writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following:

1. The amount of cash and a description and statement of the agreed value of the other property or services contributed by the Members and which the Members have agreed to contribute;

2. The times at which or events on the happening of which any additional Contributions agreed to be made by the Members are to be made;

3. Any right of the Members to receive, or of the Company to make, Distributions to the Members which include a return of all or any part of the Members' Capital Contributions; and

4. Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

4.3 Reports to Members.

a. The Managers shall prepare and maintain financial reports at least annually for the Members at such time and in such manner as the Managers deem necessary.

b. The Managers shall provide all Members and assignees with those information returns required by the Code and the laws of any state.

ARTICLE 5 - NAMES AND ADDRESSES OF MEMBERS AND MANAGERS

The name and address of the Initial Members and Managers is as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein.

ARTICLE 6 - RIGHTS AND DUTIES OF MEMBERS

6.1 Decision Authority. All decision authority pertaining to the business affairs of the Company shall be held by the Managers. Any action to be taken at the direction or affirmative vote of the Members, shall require the consent or affirmative vote of a majority of the Members,
and subject to any Lock-Up Agreement to which Company is a party as set forth in Section 14.2 therein.

6.2 Liability of Members. No Member shall be liable either as a Member or as a Manager for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

6.3 Indemnification. The Company shall indemnify the Members, Managers, and agents for all costs, losses, liabilities and damages paid or accrued by such Member, Manager, or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of Colorado.

6.4 Representations and Warranties. Each Member, and in the case of an organization, the Person(s) executing this Agreement on behalf of the organization, hereby represents and warrants to the Company and each other Member that: (a) if that Member is a organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to this Agreement to perform its obligations hereunder; (b) that the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; (c) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

6.5 Conflicts of Interest.

a. A Member (regardless of whether such Member is a Manager) and Manager shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Members may enter into transactions that are similar to the transactions into which the Company may enter. Notwithstanding the foregoing, Members shall account to the Company and hold as trustee for it any property, profit, or benefit derived by the Member, in the conduct and winding up of the Company business or from a use or appropriation by the Member of Company property including information developed exclusively for the Company and opportunities expressly offered to the Company.

b. A Member (regardless of whether such Member is a Manager) or Manager does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member or Manager may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction is fair to the Company or if all of the material facts of the transaction are known to a majority of the Members and the majority of the Members authorize, approve, or ratify the transaction.
6.6 Meetings of Members. Members may, but are not required to, meet from time to time on at least five (5) days written notice which may be given by a Manager or by any Member. Members, entitled to vote on, consent to, or approve a particular matter, having Sharing Ratios equal to or in excess of seventy percent (70%) of the Sharing Ratios of all Members entitled to vote on, consent to, or approve a particular matter, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. The foregoing shall constitute the procedure for all meetings of the Members.

ARTICLE 7 - MANAGERS

7.1 Managers. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of applicable law, the decisions concerning the business affairs of the Company shall be made by the Managers. James Leonard is the initial Manager.

7.2 Term of Manager. No Manager shall have any contractual right to such position. Each Manager shall serve until the earliest of:

a. The Resignation of such Manager; or

b. Removal of the Manager by a Majority of the Members, subject to the approval of any Holder of a Lock-Up Agreement with as set forth in Section 14.2 therein.

7.3 Authority of Managers to Bind the Company. Only the Managers and agents of the Company authorized by the Managers shall have the authority to bind the Company. No Member who is not either a Manager or otherwise authorized as an agent shall take any action to bind the Company, and each Member shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member. Each Manager, regardless of whether such Manager is also a Member, has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

a. The institution, prosecution and defense of any Proceeding in the Company's name;

b. The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

c. The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;

d. The entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

e. The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without
limitation, the loaning money to, and otherwise helping Members, officers, employees, and agents;

f. The conduct of the Company's business, the establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

g. The appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;

h. The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

i. The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

j. The payment or donation, or any other act that furthers the business and affairs of the Company;

k. The payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay such compensation was made before such services were rendered;

l. The purchase of insurance on the life of any of its Members, or employees for the benefit of the Company;

m. The participation in partnership agreements, joint ventures, or other associations of any kind with any Person or Persons; and

n. The indemnification of Members or any other Person.

7.4 Actions of the Managers. Each Manager has the powers to bind the Company as provided in this Article 7. Any difference arising as to any matter within the authority of the Managers shall be decided by a majority of the Managers. No act of a Manager in contravention of such determination shall bind the Company to Persons having knowledge of such determination. Notwithstanding such determination, the act of the Manager for the purpose of apparently carrying on the usual business or affairs of the Company, including the exercise of the authority indicated in this Article 7 shall bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager acting on behalf of the Company.

7.5 Reimbursement of Costs. Each Manager shall be reimbursed all reasonable expenses incurred in managing the Company.

7.6 Managers' Standard of Care. A Manager's duty of care in the discharge of the Manager's duties to the Company and the other Members is limited to refraining from engaging
in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a Manager shall be fully protected in relying in good faith upon the records required to be maintained under Article 4 and upon such information, opinions, reports or statements by any of its other Members, or agents, or by any other Person, as to matters the Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to Members might properly be paid.

7.7 Appointment of Manager. In the event that a Manager resigns, is removed, or is otherwise unable to act, then a majority of the Members shall designate a Person to act as Manager. A majority of the Members may provide for any number of Managers as they so determine.

ARTICLE 8 - INITIAL CONTRIBUTION

The Initial Members shall make the Contribution described for each Member on Exhibit A at the time and on the terms specified on Exhibit A. If no time for the Contribution is specified, the Contribution shall be made upon the filing of the Articles with the Secretary of State. The value of the Contribution shall be as set forth on Exhibit A. No interest shall accrue on the Contribution and a Member shall not have the right to withdraw or be repaid any Contribution except as provided in this Agreement. Additional Contributions may be made from time to time by a Member.

ARTICLE 9 - ALLOCATIONS AND DISTRIBUTIONS

9.1 Allocations of Net Profits and Net Losses from Operations. Net Profits, Net Losses, and other items of income, gain, loss, deduction and credit shall be allocated to the Members in proportion to their Sharing Ratios.

9.2 Interim Distributions. From time to time, the Members shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory Distributions, if any. To the extent such excess exists, the Members may make Distributions to themselves in proportion to their Sharing Ratios. Such Distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Members.

9.3 Limitations on Distributions. No Distribution shall be declared and paid unless, after the Distribution is made, the assets of the Company are in excess of all liabilities of the Company.
ARTICLE 10 - TAXES

10.1 Elections. The Managers may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

10.2 Taxes of Taxing Jurisdictions. To the extent that the laws of any Taxing Jurisdiction requires, each Member will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of the Member shall be treated as a Distribution for purposes of Article 9.

The Managers may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of the Member on such income to the Taxing Jurisdiction, in which case the Company shall inform the Member of the amount of such tax interest and penalties so paid.

10.3 Method of Accounting. The records of the Company shall be maintained on either a cash receipts and disbursements method of accounting or an accrual method of accounting as determined by the Managers.

ARTICLE 11 - DISPOSITION OF MEMBERSHIP INTEREST

A Member's interest may be disposed of or transferred in any manner provided by law, however, upon such disposition or transfer, the transferee shall be deemed an assignee without the rights of a Member, without the unanimous consent of the Members of the Company. If there is then no Member, the assignee shall become the Member without any further action required of the assignee.

ARTICLE 12 - DISSOLUTION AND WINDING UP

12.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events:

a. the expiration of the Term; or

b. the consent of the Members.

12.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on as distinguished from winding up its business. The Company is not then terminated, but continues
until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State.

12.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company Property shall be distributed to creditors to the extent permitted by law, in satisfaction of Company Liabilities; and the balance to the Members in proportion to their Sharing Ratios.

12.4 Winding Up and Certificate of Dissolution. The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the limited liability company have been distributed to the Members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE 13 - AMENDMENT

This Agreement may be amended or modified from time to time only by a written instrument adopted by the Members and executed by the Members, but, without the written consent of each Member adversely affected thereby (the Affected Member), no amendment of this Agreement shall be made that (i) increases the obligations of the Affected Member to make contributions, (ii) alters the allocation to the Affected Member for tax purposes of any items of income, gain, loss, deduction or credit, or (iii) alters the manner of computing the Distributions of the Affected Member.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Entire Agreement. This Agreement represents the entire agreement of the Members and the Company.

14.2 Rights of Creditors and Third Parties under Agreement. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members and its successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company, or any other Person. Except and only to the extent provided herein, or by applicable statute, no such creditor or third party shall have any rights under this Agreement, Admission Agreement or any agreement between the Company and the Members with respect to any Capital Contribution or otherwise.

14.3 Counterpart Signatures. This Agreement may be executed in counterparts and all counterparts so executed shall constitute one Agreement binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.
IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date set forth beside our names.

[Signature]

James Leonard

Sole Member, and Manager
<table>
<thead>
<tr>
<th>Sole Member</th>
<th>Initial Manager</th>
<th>Sharing Ratio</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Leonard</td>
<td>Yes</td>
<td>100%</td>
<td>$500.00</td>
</tr>
</tbody>
</table>
MEMBER INTEREST PURCHASE AGREEMENT

This Member Interest Purchase Agreement, (hereinafter the "Agreement") is entered into with an Effective Date (the "Effective Date") of September 15, 2016 by and between Robert Pinchuck ("Seller"), an individual, and James Leonard ("Buyer"), an individual.

WHEREAS, Seller desires to sell, and Buyer desires to purchase Sellers 50% ownership interest (hereinafter referred to as, "the Membership Interest) in Colorado Product Services, LLC, a Colorado Limited Liability Company (hereinafter referred to as "the Company").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1) PURCHASE AND SALE OF MEMBERSHIP INTEREST.

a) Transferred Assets. Subject to the terms and conditions set forth in this Agreement, Seller shall cause to be sold, assigned, transferred, conveyed and delivered to Buyer a Certificate of Membership Interest or comparable document acceptable to Buyer representing Seller’s entire Membership interest in Company, and all contents of any website, all processes, inventions, patents, copyrights, trademarks, and other intangible rights associated with any such entity.

b) Purchase Price. As consideration for the sale of the Transferred Assets Buyer shall pay Seller eight hundred fifty thousand dollars ($850,000.00) contemporaneously upon the execution of this Agreement, and such amount shall be payable in cash, cashier’s check or wire transfer.

2) WARRANTIES AND REPRESENTATIONS: Seller represents and warrants to Buyer as follows:

a) Warranties and Representations of Seller:

i) Organization and Authorization. Seller has all requisite power and authority to enter into this Agreement and all other agreements and documents contemplated by this Agreement (together, the "Transaction Documents") and to perform fully its obligations thereunder. The execution and delivery of the Transaction Documents and the performance by Seller of its obligations thereunder have been duly and validly authorized by all necessary corporate action. Each of the Transaction Documents is a valid and binding obligation of Seller enforceable in accordance with its terms.

ii) Consents and Approvals. All filings with, notices to, or approvals of any governmental or regulatory body are required to be obtained or made by Seller in connection with the
consummation of the transactions contemplated shall be made as soon as reasonably possible after the execution of this Agreement.

iii) No Violations. The execution and delivery of the Transaction Documents and the performance by Seller of its obligations thereunder (i) do not and will not conflict with or violate any provision of the Articles of Organization or Operating Agreement of the Company and (ii) do not and will not (a) materially conflict with or result in a default under or material breach of the terms, conditions or provisions of any obligation to any third party, (b) result in the creation of any lien upon the Membership Interests to be conveyed pursuant to this Agreement, or (c) give any third party the right to modify, terminate or accelerate any obligation of the Company or Seller.

b) **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

i) **Organization and Authorization.** Buyer has all requisite power and authority to enter into the Transaction Documents and to perform fully its obligations thereunder. The execution and delivery of the Transaction Documents and the performance by Buyer of its obligations thereunder have been duly and validly authorized by all necessary corporate action. Each of the Transaction Documents is a valid and binding obligation of Buyer enforceable in accordance with its terms.

ii) **Consents and Approvals.** All filings with, notices to, or approvals of any governmental or regulatory body are required to be obtained or made by Buyer in connection with the consummation of the transactions contemplated hereby shall be made as soon as reasonably possible after the Execution of this Agreement.

3) **INDEMNIFICATION.**

a) **Seller Indemnification.** Seller agrees to indemnify and hold harmless Buyer from and against any and all costs, losses, liabilities, damages, litigation, claims, costs and expenses (collectively, "Damages") to which Buyer becomes subject that are attributable to any breach of any covenant, representation or warranty of this Agreement by Seller.

b) **Buyer Indemnification.** Buyer agrees to indemnify and hold harmless Seller from and against any and all Damages to which Seller becomes subject that are attributable to any breach of any covenant, representation or warranty of this Agreement by Buyer.

c) **Indemnification Time Limit.** Any claim for indemnification for any breach of the representations and warranties contained in this Agreement must be made by the indemnified party within a period of six months after the date of the execution of this agreement.
4) MISCELLANEOUS.

a) **Force Majeure.** Neither party shall be in default under this Agreement or liable for any nonperformance that is caused by fire, flood, explosion, war, strike, embargo, or any act, order or requirement of a regulatory body, court or legislature, civil or military authority, act of God, act or omission of any third party, or other cause beyond such party’s reasonable control during the period and to the extent that such extraordinary condition delays, impairs or prevents such party’s performance.

b) **Costs, Expenses and Taxes.** Each party shall be responsible for any and all costs, expenses, and taxes (whether sales, use, property, license, value added, withholding, excise or similar tax, federal, state or local) which it incurs in relation to its execution and/or performance under this Agreement.

c) **Notices and Authorized Representatives.** The parties hereby appoint the following individuals to act as their authorized representatives for the purposes of notice under this Agreement. Any notice to be given hereunder by any party to another shall be in writing and shall be deemed given when sent by certified mail, or via facsimile or overnight courier, with written confirmation of receipt, to the representatives and addresses stated below:

   Robert Pinchuck   James Leonard
   620 Hawthorn      580 Main St.
   Boulder, CO 81623  Carbondale, CO 81623

d) **Governing Law; Venue.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Colorado (without giving effect to principles of conflicts of laws). Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any state or federal court located in the County of Denver, Colorado.

e) **Entire Agreement; Amendment, Severability and Waiver.** This Agreement (a) supersedes any and all prior understandings, whether written or oral, express or implied, concerning the subject matter hereof, (b) constitutes the entire agreement between the parties concerning the subject matter hereof, and (c) may not be amended except in writing signed by all parties hereto. If any part of this Agreement shall for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. The failure of a party to insist upon or enforce strict performance by any other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such party’s right to enforce any such provision or right in any other instance.

f) **Assignment.** Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.
g) Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

h) Fees and Costs. Each Party shall be responsible for its own expenses, including attorneys' fees and other costs. Should any Party be forced to seek enforcement of this Agreement, the prevailing Party shall be entitled to all costs incurred, including reasonable attorneys’ fees.

i) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which taken together constitute one agreement. Facsimile signatures shall be binding and have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date and year first above written.

Robert Pinchuck

James Leonard
Affirmation & Consent

I, **James Leonard**, as the applicant/an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Marijuana Business Waiver Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the denial of a Marijuana Business Waiver by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the Waiver. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S.

<table>
<thead>
<tr>
<th>Applicant/Legal Agent Information (Please Print or Type)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Applicant's Business Name</strong></td>
</tr>
<tr>
<td>Colorado Peppertree Service, LLC</td>
</tr>
<tr>
<td><strong>Applicant / Agent's Last Name (Please Print)</strong></td>
</tr>
<tr>
<td>Leonard</td>
</tr>
<tr>
<td><strong>Applicant / Agent's Signature</strong></td>
</tr>
<tr>
<td>[Signature]</td>
</tr>
</tbody>
</table>

State of [Colorado] County of [La Plata] Subscribed and sworn to (or affirmed)

before me this 16th day of April, 2017, in Glenwood Springs, Colorado

[Signature of Notary Public]

NEVADA R. HUNTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144041080
MY COMMISSION EXPIRES OCTOBER 22, 2018

Printed Name of Notary Public

10.27.18

My Commission Expires

Signature of Marijuana Enforcement Division agent presenting this request | **Date**
Upper Level Floor Plan

Colorado Product Services, LLC
655 Buggy Cir., Carbondale, CO 81623

L = Camera (opening of V is direction of vision).
Board of Trustees Agenda Memorandum

Meeting Date: 5/9/17

TITLE:  Colorado Product Services, LLC Medical Marijuana Infused Products (MIP) License Renewal Application

SUBMITTING DEPARTMENT:  Manager

ATTACHMENTS:  Medical Marijuana MIP Renewal Application

BACKGROUND:  Colorado Product Services (Dr.'s Garden) has been operational since May of 2015. A public hearing is no longer required because they have been in business for two (2) consecutive years.

The Applicant's representative is James Leonard. Staff can attest that James has been a resident of Colorado for over 2 years, he is over 21, and meets the criteria to be the local agent representative.

In the past year staff has received a few odor complaints. However, staff worked with the applicant and they have remedied their odor problem.

FINANCIAL:  All fees have been paid.

DISCUSSION:  The Board may wish to determine if the medical marijuana infused product renewal application is complete, meets all of the criteria set forth in Carbondale's medical marijuana ordinances, and the Colorado Medical Marijuana Code as adopted.

RECOMMENDATION:

Town staff recommends that the Board of Trustees make a motion to approve Colorado Products Services, LLC Medical Marijuana Infused Product Renewal Application.

Prepared By:  Cathy Derby

__________________________
Town Manager
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Medical Marijuana Facility Renewal Application

Annual Educational Fee: $1,000.00
Renewal Application Fee $500

TOTAL DUE $1,500.00

Applicant is renewing #:
- [ ] Store
- [ ] Cultivation
- [X] Manufactured Infused Products (MIP)
- [ ] Lab
- [ ] Other (Please Specify)

Licensee Name (or Corporation Name):
Colorado Product Services, LLC

Trade Name (DBA):
Doctors Garden

Sales Tax No. 25222579

Street Address:
690 Biggy Cir.

Business Phone: (970) 379-9057

Postal Address:
580 Main St. ste 300

Email Address: doctorsgarden@coloradoproductservices.com

Operating Manager:
James Leonard

1. Do you have legal possession of the premises at the street address above? Yes [X] No [0]
2. Is the premises owned or rented? Yes [X] No [0]
3. Is the establishment within 500 ft. of a school? Yes [X] No [0]
4. Since the date of filing of the last annual application, has there been any change in the financial interest (loans, etc.) or organizational structure (change of officers, managing members, etc.)? If yes, explain in detail and provide documentation. Yes [X] Change of ownership. See attached.
5. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers been convicted of a felony? Yes [X] No [0]
6. Has a background check been performed? Yes [X] No [0]

OATH OF APPLICANT

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

Municipal Code, which affects my license.

Applicant Signature: ___________________________ Date: 3/9/17
Title: James Leonard
Owner

Authorized Signature: ___________________________ Date: 
Title: 

THIS APPLICATION HAS BEEN: [X] Approved [0] Denied

Attest: ___________________________ Date: 
Title: 

Has the local authority conducted a site visit to ensure that the premises is in compliance with

Town Code: Yes [X] No [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 the Thunder River Theater for a special event on
June 10th from 5:00—10:00 p.m. at the Orchard.

Date: April 17, 2017

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

Eric Smith / Applicant

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
- PHILANTHROPIC INSTITUTION
- POLITICAL CANDIDATE
- MUNICIPALITY

## TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

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

## LIQUOR PERMIT NUMBER

1. **NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE**
   
   Thunder River Theatre Company

2. **MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY**
   
   67 Promenade Carbondale, CO 81623

3. **ADDRESS OF SPECIAL EVENT**
   
   The Orchard
   110 Snowmass Dr.
   Carbondale, CO 81623

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATE OF BIRTH</th>
<th>EMAIL ADDRESS</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric A. Smith, President</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EVENT MANAGER</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Some</td>
<td></td>
</tr>
</tbody>
</table>

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

7. **IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?**
   
   NO

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Time From</th>
<th>Time To</th>
<th>Date</th>
<th>Time From</th>
<th>Time To</th>
<th>Date</th>
<th>Time From</th>
<th>Time To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5:00 p.m.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10 p.m.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## OATH OF APPLICANT

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

**SIGNATURE**

**DATE**

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

**SIGNATURE**

**DATE**

**LOCAL LICENSING AUTHORITY**

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

CERTIFICATE OF FACT OF GOOD STANDING

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

THUNDER RIVER THEATRE COMPANY

is a Nonprofit Corporation
formed or registered on 07/23/1997 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 19971116320.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/11/2017 that have been posted, and by documents delivered to this office electronically through 04/13/2017 @ 13:54:44.

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 04/13/2017 @ 13:54:44 in accordance with applicable law. This certificate is assigned Confirmation Number 10187111.

[Signature]
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/bs/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.”
### FACILITY RENTAL AGREEMENT

**Event:** Thunder River Theater Company Annual Fundraiser  
**Number of People:** 200-300  
**Event Date:** Saturday, June 10, 2017  
**Event Start Time:** 5 PM  
**Event End Time:** 10 PM  
**Set-up Time:** Friday, June 9, 2017  
**Rooms:** Auditorium / Front Foyer / Kitchen  
**Event Fee:** $2000  
**Staff Included:**  
- 1 Event Coordinator / 1 Bartender  
- 5 Waiters / 1 Dishwasher $625  
- Second Bartender $150  
**Grand Total with Additional Staffing:** $2675

---

**Client Name:** Corey Simpson  
**Address:** 67 Promenade | Carbondale | CO | 81623  
**Phone:** 970-987-9865 cell | 970-963-8200  
**Email:** aad.trtc@gmail.com

---

1. **Event Fee Payments & Building Use**

   A. At or before the time of execution of this contract, Renter shall pay to The Orchard a non-refundable down payment in the amount of $1350. This payment secures the Auditorium / Front Foyer / Kitchen on Saturday, June 10, 2017 from 5-10 PM. This down payment shall be applied toward the Event Fee or cancellation fees, whichever is applicable.

   B. No less than 45 days prior to the Event, Renter shall pay to The Orchard an additional payment in the amount of $1000. This additional payment shall be applied toward the Event Fee or cancellation fees, whichever is applicable.

   C. Renter shall pay The Orchard the balance of the Event Fee owed on or before the 7th business day prior to the Event.

   D. The Gathering Center is a ministry of The Orchard. The Orchard can, at its discretion, deny anyone use of the facilities without explanation or reason.

   E. Renter and its guest will occupy the premises for the purposes stated and will only occupy the space(s) leased as detailed in the attached Event Order identified. Renter will respect the rights of others to use other portions of The Orchard's facility during normal hours of operation, and will not permit any noise or nuisance which might have a tendency to annoy or disturb any persons occupying other portions of the building.

   F. Rental of The Orchard facilities does not include wait staff or dish washing. If you need staffing for food service, it is available at an additional charge of $20 per hour per staff person. Following is the minimum guidelines for proper staffing - Cocktail Party: 1 server / 50 people | Buffet Meal: 1 Server / 30 people | Plated Meal: 1 Server / 20 people. Dishwashing and/or scullery will be staffed at 1 person / 50 people. **Arrangements for staffing must be made at least 2 weeks in advance.**
G. The Gathering Center decor will change regularly and may be different than what you saw at the time of signing
this contract. Artwork is not to be removed, an additional charge of $500 will apply for removal of artwork. Nothing
is to be placed on the walls, ceilings or windows without prior written consent. Absolutely NO GLITTER OR
CONFETTI of any kind. Absolutely no nails, staples or holes. Only blue painters tape is to be used to hang items on
the walls. Any & all decorations must be approved and is limited to the rented space only. All decorating must be
done by closing time (if being done the day before).

H. All Decorations must be taken down and removed from The Gathering Center immediately following the Event.
Decorations that must be removed by The Orchard staff will be charged the hourly rate of $350 per hour.

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

J. Sound equipment, piano, furniture and art MAY NOT be moved without permission. (additional charges may apply)

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

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

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

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

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

P. Loading and Unloading – Vehicles are not to be driven onto Orchard sidewalks. A penalty of $500 will be charged
if vehicles are driven on the sidewalks leaving marks and/or damage.

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

- Painful Acoustic Trauma
- Extremely Loud
- Very Loud
- Loud
- Moderate
- Faint

Client Initials
2. Event Exceeding Specified Time

If the duration of the Event exceeds the Event Duration specified above, Renter will pay The Orchard an additional fee of $350 per each hour the actual duration of the Event exceeds the specified Event Duration. All Orchard Events must end at 10 PM. There are no exceptions to this.

3. Cancellation Fees

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

- Event cancelled 45 days or less before the Event Date: 100% of the Event Fee
- Event cancelled 46 to 90 days before the Event Date: 75% of the Event Fee
- Event cancelled 91 days or more before the Event Date: 50% of the Event Fee

4. Method of Payment

Payment may be made by cash, check, cashier's check, Visa, or MasterCard. Any payment not received by the stipulated due date, the payment will automatically be charged to your credit card on file. In the event of an "overpayment", The Gathering Center shall issue a refund check for the difference within 10 business days after the Event Date.

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

5. Advertising

A. The Orchard maintains an Upcoming Events page on its website. If Renter would like to provide a link to information for the Event, please forward us that information. A copy of Renter's poster, flyer, etc. will be posted at Renter's request.

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

6. Alcohol

A. The Orchard does not provide, or sell alcoholic beverages.
B. Alcohol served at the Event is limited to beer and wine only.
C. Any beverage which contains alcohol must always be clearly labeled and in its original container.
D. Alcoholic beverages must be served by certified bartender(s). No self-serve is permitted. A copy of the bartender's certification must be on file with The Orchard 1 week prior to the Event. Upon request, The Orchard will provide Renter with a list of certified bartenders.
E. The certified bartender(s) must be willing to refuse service when they determine a person appears to be intoxicated. The Orchard’s staff and elders will support the decision if an issue arises from the decisions to refuse alcohol to a person. The bar will be attended the entire time alcohol is being served.

F. Alcohol will not be sold by The Orchard at functions held at The Orchard. Alcohol cannot be sold by Renter at the Event unless Renter has first obtained a Special Event Permit from the Town of Carbondale.

G. Food must also be served at the Event if alcohol is being served.

H. Under no circumstances will alcohol be served to or consumed by any person under the age of 21 even when accompanied by their parents. If any person under the age of 21 is found consuming alcoholic beverages, The Orchard reserves the right to terminate the Event at the Renter’s expense.

I. Drinking alcohol will never be a social requirement. Whenever alcohol is served in any form, non-alcoholic alternatives must also be offered. Non-alcoholic beverages must be served with the same attractiveness and accessibility as those containing alcohol, so that those who choose not to drink alcoholic beverages need not feel any embarrassment, discomfort or inconvenience in exercising their preference.

J. All applicable Federal, State and Local laws and ordinances governing the use/distribution/sale of alcohol must be adhered to when serving alcoholic beverages including the requirement to obtain a Special Event Permit from the Town of Carbondale if alcohol will be sold at the Event.

K. Groups not affiliated with The Orchard shall have security on site as deemed necessary by the Gathering Center Director.

L. During Events requiring a Special Event Permit from the Town of Carbondale, alcohol will be consumed only in areas specifically identified in the license. However, under no circumstances will alcohol be permitted in the parking lot.

M. Renter agrees to be responsible for the consumption of alcoholic beverages by all guests.

N. All licenses and permits required must be posted in a conspicuous place in the licensed area for the general public to observe. The licenses and permits required include, but are not limited to the following:
   a. Special Event Permit – State
   b. Special Event Permit – City
   c. Minor Warning Sign – The Orchard has these signs on file and will provide to Renter for the Event upon request
   d. State Sales Tax License – Even though these permits are issued to non-profit organizations, the retail sale of alcohol beverages to consumers is still subject to state and local sales taxes. Special Event Permit applicants should contact the Department of Revenue at (303) 238-7378 to determine the correct method or remitting the sales tax.
   e. Other local licenses as required – Check with the local authority, Town of Carbondale

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

(Ends with Client Initials)

7. Additional Terms & Conditions

A. Use of the fire pits requires adult supervision.

B. Youth groups must be supervised by adult sponsors in the following ratios: children 13 and younger require 1 adult per 10 children. Teens aged 14 and older require 1 adult per 25 teens.

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

D. During the time of the Event, the Renter and its guests shall obey all laws of the State of Colorado and ordinances of the Town of Carbondale.
P. Renter authorizes The Orchard to charge the credit card identified below for any fees set forth in this Agreement that have not been paid by Renter by the respective due dates. If the Renter does not wish to provide a valid credit card, a deposit of $1000 cash is required.

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

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

Client initials
The Renter and The Orchard through their authorized signatures below agree to the terms and conditions of this Facility Rental Agreement including all attachments thereto.

Renter: [Signature]

Date: 1/16/17

Authorized Signature of Renter: [Signature]

The Orchard
By: /s/ Melissa Miller
Title: Gathering Center Director
Date: 1/19/17

By my signature below, I authorize The Orchard to charge my credit card for any fees set forth in this Agreement that have not been paid by Renter by the respective due dates. If the Renter does not wish to provide a valid credit card, a deposit of $1000 cash is required.

Name as it appears on Credit Card: Eric H. Smith

Billing Address: 2575 County Rd 100

City, State, Zip: Cantondale, IL 61275

Today’s Date: 1/16/17

Visa or MasterCard #: 4388 5761 02 81 933

Expiration Date: 04/17

CVC: 765

Authorized Signature: [Signature]
TITLE: Lot A Major Site Plan Review and Major Plat Amendment

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Mark Chain Letter dated April 20, 2017
Land Use Application
Revised Plans
P&Z Minutes 4-13-17, 4-27-17
Ordinance No. 20 Series of 2016

BACKGROUND

This is an application for Major Site Plan Review to allow seven (7) townhome units. The Board is required to hold a public hearing and make a motion to approve the request, approve the application with conditions, or deny it. The Board may also continue the public hearing.

The Major Plat Amendment is reviewed as under section 2.6.5, Final Plats and is reviewed by the Board of Trustees.

This application also requires a Housing Mitigation Plan that is reviewed by Staff with variances if requested reviewed by the Board of Trustees.

The Planning Commission held public hearing on 3-30-17 but had to continue the meeting to 4-13-17 due to a lack of voting members.

At the 4-13-17 meeting the Commission asked the applicant to revise the application to better conform to the UDC and continued the hearing. At the 4-27-17 meeting the commission recommended approval of the Major Site Plan review.

The owner/applicant is CBS Village Lane LLC.
The property is located on the west side of Hendrick Drive and South of the RFTA offices on West Main Street. The Parcel is currently vacant and has been for some time.

The Applicant submitted revised plans to address the Planning Commissions concerns. These are addressed in the Memo from Mark Chain dated April 20TH 2017

**Surrounding Uses and Zoning**

<table>
<thead>
<tr>
<th>North</th>
<th>Office Building - RFTA</th>
</tr>
</thead>
<tbody>
<tr>
<td>East</td>
<td>Commercial – Ace Hardware/City Market</td>
</tr>
<tr>
<td>South</td>
<td>Townhomes &amp; Single-family detached</td>
</tr>
<tr>
<td>West</td>
<td>Mixed Use (adjacent lot – Lines Plaza II)</td>
</tr>
<tr>
<td></td>
<td>Single-Family Residential</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>North</th>
<th>PUD/Commercial/Special</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>PUD Commercial/Office</td>
</tr>
<tr>
<td></td>
<td>PUD – SF/8,000 District</td>
</tr>
<tr>
<td>West</td>
<td>PUD Commercial/Office</td>
</tr>
<tr>
<td></td>
<td>PUD – SF/8,000 District</td>
</tr>
<tr>
<td>East</td>
<td>PUD-Commercial – Crystal Village PUD</td>
</tr>
</tbody>
</table>

**MAJOR SITE PLAN REVIEW and MAJOR PLAT AMENDMENT**

**Zoning District Parameters**

Ordinance NO. 20 Series of 2016 approved zoning changes to the Crystal Village PUD and also allowed the subject parcel, Lot A, to be developed as a residential land use. This would only happen after a plat note was removed that stated the lot would be developed as commercial only. This is accomplished by a Major Plat amendment reviewed by the Board of Trustees, the applicant has submitted a revised plat

There would be seven (7) units located in two buildings.

- 5-3 bedroom x 1,615 sq. ft. = 8,075 sq. ft.
- 2-2 bedroom x 1,295 sq. ft. = 2,590 sq. ft.
- Total square footage = 10,665 sq. ft.

The parcel is 21,257 sq. ft.

The subject property is zoned PUD – Commercial/Office of the Crystal Village PUD
Zoning & Related Requirements

<table>
<thead>
<tr>
<th>Required</th>
<th>Provided</th>
<th>Plat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Size:</td>
<td>18,000 ft.²</td>
<td>21,656.5 ft.²</td>
</tr>
<tr>
<td>Front setback:</td>
<td>20 ft</td>
<td>26'2&quot;</td>
</tr>
<tr>
<td>Rear Yard:</td>
<td>10 ft</td>
<td>52'6&quot;</td>
</tr>
<tr>
<td>Side yard:</td>
<td>zero lot line allowed</td>
<td>25'9&quot;</td>
</tr>
<tr>
<td>Open space:</td>
<td>10%</td>
<td>30.3%</td>
</tr>
<tr>
<td>Building Height:</td>
<td>27 ft</td>
<td>27 ft.</td>
</tr>
</tbody>
</table>

Landscaping and Screening

The PUD requires that 10% of the Lot area be open space.

Total Impervious area indicated 69.7% or 14,820.0 SF

Total Pervious area indicated 30.3% or 6,436 SF

A screened waste collection area is indicated.

Section 5.6 Residential Site and Building Design

Private Outdoor space is provided and compliant through the use of balconies associated with each unit. They measure 11’ X 6’ on the 2nd level and 12’X 6’ on the third level. This is compliant.

Section 5.6.5. Multifamily Guidelines

Bulk storage has been provided. The storage areas are located in the garages by way of a dedicated storage room. Additional storage may be added to the garages as needed but as the PUD requires the garages shall not be utilized as storage areas only. Staff has verified that the proposed storage areas for each unit comply with the UDC. The storage areas have been designed as an integral part of the building.

The entryway for each individual unit is identifiable. The design of the building provides relief and contrast through varied building heights and setbacks that break up the larger surfaces of the buildings.

Section 5.6.5.C.6 discusses the relationship of a development to surrounding land uses. The buildings have been limited to two stories and really are very similar to the existing building to the south. The proposed development appears that it will blend in well with the neighborhood.
There are good bike and pedestrian connections from the parking area throughout the development. Sidewalks along the perimeter of the project are existing.

Snow storage is indicated.

**Section 5.8.3 Parking**

Sixteen (16) parking spaces are required and 16 have been provided. The proposal is in compliance with the parking code requirements.

A condition has been added that all lighting shall comply with Section 5.10 of the UDC (Exterior Lighting).

**Section 5.11 Community Housing Inclusionary Requirements**

The proposal is to provide 7 units. The applicant is to provide 1 AMI unit and 1 RO unit. The applicant is asking for a variance from the sequencing of unit’s requirements. Normally the Mitigation plan is reviewed by staff, but as a variance is being requested the Board of Trustees will need to review the request once it is in conformance with the UDC.

**Section 5.12 Solar Access**

It appears that the solar access requirements have been met.

**OTHER**

**Engineering**

All utilities are located on site and were installed as part of the original development. The interior drive is private.

**SITE PLAN REVIEW CRITERIA**

A Site Plan Review may be approved if the Town finds that all of the following approval criteria have been met:

1. The site plan is consistent with the Comprehensive Plan;

2. The site plan is consistent with any previously approved subdivision plat, planned unit development, or any other precedent plan or land use approval as applicable;

3. The site plan complies with all applicable development and design standards set forth in this Code; and
4. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale, or the decision-making body finds that such traffic impacts will be sufficiently mitigated.

FISCAL ANALYSIS

The property has been vacant for some time as there is not a need for commercial spaces with a large amount of the existing spaces being vacant. The development will provide needed housing units.

RECOMMENDATION

Staff recommends that the following motion be approved: **Move to approve the Major Site Plan Review and Major Plat Amendment with the following conditions and findings:**

**Conditions:**

1. All lighting shall be in compliance with Section 5.10 of the UDC (Exterior Lighting).

2. The ownership and maintenance of the irrigation system shall be addressed in the Development Improvements Agreement.

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

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

5. That the Applicant shall receive approval from the Board of Trustees for the Housing Mitigation Plan.

6. The Applicant shall indicate adequate snow storage on the site plan.

7. The applicant shall provide greater variety with balconies referencing C.2.a.2 of the UDC.
Findings - Site Plan Review Criteria:

1. The site plan is consistent with the Comprehensive Plan The site plan is consistent with the purposes section of the PUD;

2. The site plan complies with all applicable development and design standards set forth in this Code; and

3. Traffic generated by the proposed development is adequately served by existing streets within Carbondale.

Findings – Major Plat Amendment

1. The final plat conforms to the approved preliminary plat and incorporates all recommended changes, modifications, and conditions attached to the approval of the preliminary plat;

2. The development substantially complies with all requirements of this Code;

3. The development will comply with applicable technical standards and specifications adopted by the Town.

Prepared By: John Leybourne, Planner
May 2, 2017

John Leybourne, Planner
511 Colorado Avenue
Carbondale, CO 81623

RE: Update for Lot A Major Site Plan Review and Major Plat Amendment

Dear John:

Per our recent discussion, I am updating some of the information for the land use application noted above because of changes made during the Planning Commission review. I am updating the following:

- In section 2, clarifying the site plan and open space data.
- Also in section 2, I am including the updated site plan/line drawing from the Project Architect to reflect site modifications.
- In section 3 we are including updated engineering and landscape plans, floor plans and elevations as well as a new package of colored renderings to reflect the changes made during the review.
- We’ve also sent you an updated “flyover” that should be sent to the Board separately.

We feel that the changes made during the Planning Commission review help improve the project and ensure that the development will meet the Town’s Multifamily Design Guidelines. Some of the changes include:

- use of parapets that roofline help very the horizontal roofline.
- Pop outs of the trim above some windows.
- Larger “pop-ups” and “pop outs” at the front door entries
- Increase use of bay windows and related features.
- Additional materials have been used to help differentiate individual units.
- The two multifamily buildings have been offset slightly in elevation in order to help differentiate heights of the buildings.
- An additional color added.
- Metal awnings have been used over windows in certain locations.
- Front yards will be fenced in order to provide a small, private open space for each unit.

The Project Architect is working on some minor adjustments to the balconies as noted during the P & Z meeting to help provide additional variation in the project. Finally, the Project Engineer (HCE) is making some final adjustments to the site and grading plan and utility plan. These had to wait until final adjustments were made as part of the P & Z
review. These may be completed by the time of the Board Hearing. Otherwise, they will be provided with the Building Permit set.

Thanks for your help during the project review. Please contact me if you have any questions.

Sincerely,

Mark Chain
Mark Chain, Planner
LOT A – VILLAGE LANE
Carbondale, Colorado

Major Site Plan Review
Major Plat Amendment

February 2017
Updated May 2017
SECTION 1: APPLICATION & RELATED FORMS

Land Use Application Form
Major Site Plan Review Checklist
Final Plat Checklist
Project Team Directory
Land Use Application

PART 1 – APPLICANT INFORMATION
Applicant Name: CBS Village Lane, LLC
Phone: (970) 963-3833
Applicant Address: 231 Snowcap Dr, Carbondale, CO 81623
E-mail: CrawfordDesign@comcast.net
Owner Name: Same as above
Phone: Same as above
Address: Same as above
E-mail: Same as above

Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:

LOT A, RESUBDIVISION OF LOTS 2 & 4 CV PUD #3

PART 2 – PROJECT DESCRIPTION
General project description:

BUILD 7 TOWNHOME UNITS ON VILLAGE LANE

Size of Parcel: 21,356 SP
# Dwelling Units: 7
Sq Ft Comm: 0
Type of Application(a): MAJOR SITE PLAN REVIEW & MAJOR PLAT AMENDMENT
Existing Zoning: PUD-COND/OFICE
Proposed Zoning: SAME

PART 3 – SIGNATURES

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

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

Applicant Signature: ___________________________ Date: 2-14-2017

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

Owner Signature: ___________________________ Date: _______________  
Owner Signature: ___________________________ Date: _______________

STATE OF COLORADO  
COUNTY OF GARFIELD

The above and foregoing document was acknowledged before me this 14th day of February, 2017, by Bradley S. Crawford only.

Witness my hand and official
My commission expires:

12/22/2018

ANA B. GARCIA
Notary Public
State of Colorado
Notary ID 20064051013
My Commission Expires Dec. 22nd, 2018
Town of Carbondale
Major Site Plan Review
Checklist
(970) 963-2733

Project Name: LOT A - VILLAGE LANE TOWN HOMES
Applicant: CBS VILLAGE LANE LLC
Applicant Address: 235 SNOW CUP LANE CARBONDALE CO 81623
Location: LOT A - RESUB OF LOTS 2 & 4 CV PD FILING #3
Date:
Staff Member:

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

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

Required Attachments

- Filing Fee of $800 for Major Site Plan Review.
- The applicant shall submit to the Director all of the information required in the application packet, along with any information identified in the pre-application meeting and all required information stated elsewhere in this Code for a major site plan review. At minimum, the application shall include the following:
  a. A site plan on a dimensioned plat of the property clearly indicating the following information:
     i. The site location, dimensions and topography. Topography shall be at two-foot contours for properties with less than ten percent slope and five foot contours for properties with greater than ten percent slope;
     ii. The immediately adjoining properties and an indication of the land uses existing on adjoining properties;
     iii. The location on the site of all existing and proposed buildings and structures;
     iv. The location of all parking areas (vehicle and bicycle), driveways, and sidewalks;
     v. The location of all proposed landscaping and fencing or walls. Elevations of fences and walls shall be provided if proposed;

Page 1 of 2
6-23-2016
Planning/Forms 2016
vi. The location of streets, alleys, trails;

vii. The location of all solid waste containers;

viii. The location of all snow storage areas; and

ix. The location and size of existing and proposed utilities, existing and proposed easements and an indication of any changes in these utilities which will be necessitated by the proposed project.

b. A table of site data calculations indicating:

i. Total number of dwelling units and number of each type of unit (studio, one bedroom, etc.);

ii. Floor area of each dwelling unit;

iii. Lot size and dimensions;

iv. Setbacks to be maintained;

v. Total area of all impervious surfaces, including area covered by primary buildings and accessory buildings, area covered by parking areas and garages, driveways, decks, sidewalks and other impervious surfaces;

vi. The amount of private outdoor open space and the amount of bulk storage space;

vii. Total landscaped area;

viii. Total number of parking spaces (vehicle and bicycle) provided;

c. Conceptual building elevations with notes indicating type of construction, exterior finishes, location of entry doors, decks, and other external structures;

d. Sample material boards with proposed façade treatments, roofing materials, and other relevant building treatments; and

e. Dimensioned and labeled floor plans illustrating compliance with applicable development standards;

f. A final grading plan which shows both present and proposed drainage. The drainage plan should be submitted by a licensed engineer if appropriate;

g. An irrigation plan identifying how much landscaping will be irrigated, the source and delivery mechanism of such irrigation, and any outdoor water features; and

h. If required by the Director, parking counts for the entire block (both sides of all adjacent streets and in the alleys if applicable). Parking counts shall be taken at 7:30 a.m. and 7:30 p.m. one day during the week and on a weekend day.

☐ Additional information requested at the pre-application meeting:
Section 2.3 of the UDC requires a pre-application meeting with planning staff prior to submittal of a land use application.

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

**Required Attachments**

- Filing Fee of $800

- a. The proposed subdivision drawn at a scale of not more than 100 feet to the inch depicting:
  - i. Subdivision boundaries, street right-of-way lines, and lot lines in solid lines with accurate dimensions to the nearest 100th foot.
  - ii. Easements and other rights of way in dashed lines with accurate dimensions to the nearest 100th foot.
  - iii. Bearings of all lines and central angles, tangent distances, chord distances, and arc length of all curves shall be shown.
  - iv. Location and description of all permanent survey control points.
  - v. Legal description of the subdivision tract with references to its location in the records of Garfield County, Colorado.
  - vi. Street names, block, and lot numbers. Include street addresses where applicable.
vii. Use, area, and setback restrictions on each lot of a Planned Development when it is different from underlying zoning.

viii. The name of the subdivision.

ix. A notarized certificate of dedication and ownership.

x. Surveyor's certificate signed by a licensed surveyor responsible for the survey and final plat.

xi. Planning and Zoning Commission Certificate of Approval.

xii. Board of Trustees Certificate for Approval and Acceptance.

xiii. Clerk and Recorder's Certificate for time recording.

☐ b. Protective covenants or restrictions placed on the subdivision; N/A

☐ c. Engineered plans and preliminary cost estimates, prepared by an engineer licensed in the State of Colorado, for all improvements to be installed by the subdivider in dedicated land, rights-of-way, or easements, or as may be required by this Code; N/A

☐ d. A draft subdivision agreement to be executed by the Town and the subdivider wherein the subdivider covenants and agrees to perform all conditions imposed by the Town. The agreement shall meet the specifications of Section 2.6.5.C.2.c.i, Security Guarantee. Such conditions and agreement may include, and the Town is empowered to require, the obligation of the subdivider to pay for and install or cause to be installed water distribution structures, curbs and gutters, street base course material, asphalt wearing course material, bridges, underground wiring, street lighting, underground communications system, gas distribution systems, underground cable TV wiring, underground internet wiring, fire hydrants, fire alarms, street signs, and traffic-control devices, as may be required by and according to the specifications of the Town, and sanitary sewer collection systems. The Town may also require the subdivider to comply with the provisions of subsections f and g of this section regarding public open space dedication and park development fees, and such requirements shall be set forth in the subdivision improvement agreement. The Town may also require the subdivider to reserve sites and land areas for schools not to exceed five percent of the acreage of the subdivision, or in lieu thereof, a cash contribution in the amount of not more than five percent of the market value of the subdivision at the time of the submission of the final plat. In such event, the land or cash

Page 2 of 4
Subdivision/Final Plat

6-22-16
Planning/Forms 2016
equivalent for school shall be granted or transmitted to the Roaring Fork Valley School District RE-1 by the subdivider;

☐ e. An agreement and covenant of the subdivider to convey ownership to the Town of all of the foregoing facilities and improvements, except for facilities, money or property of Roaring Fork School District RE-1, except for cable TV wiring and related facilities, except for those facilities which by law become the property of the state, and except for those facilities which by public utilities tariffs become the property of the public utility, its customer, or its user. At the time of the conveyance, the subdivider shall supply a statement of the costs of the facilities conveyed, mechanic's lien waivers from all involved contractors, subcontractors, and material suppliers, and existing as built specifications and other available data concerning the location, construction, operation and maintenance of such facilities. The subdivider/developer and all subcontractors shall also warrant the conveyed facilities to be fit for the purpose intended and of merchantable quality, and in addition to be free for two years from the date of conveyance from all defect in material and workmanship. The warranty shall be in writing on a form supplied by the Town. All improvements must be constructed as contained in the approved engineering plans submitted to the Town. Nothing herein shall limit the rights of the Town as to any expressed or implied warranties concerning such facilities from persons manufacturing, selling, or installing the facilities;

☐ f. A dedication or conveyance by the subdivider to the Town of a minimum of 15 percent of the land within each residential subdivision for public open space. Public open space shall mean property that has been dedicated for use by the general public for recreational purposes and shall include land designated for use as a park. All parks shall be developed by the subdivider according to the standards set forth in the park master plan for the Town of Carbondale as it may be amended from time to time;

☐ g. If the Town elects to accept a dedication of undeveloped park land, a park development fee, in addition to the dedication of land, shall be paid by the developer at the time of final plat approval based on the number of dwelling units created by any final subdivision plat or subdivision exemption plat. The fee shall be $700.00 per dwelling unit;

☐ h. The Board of Trustees shall make a determination of whether or not the proposal for dedication of public open space or a fee in lieu thereof as set forth more fully in Section 2.6.4.C.1.j is acceptable, and if not acceptable, the Board of Trustees may impose additional conditions or requirements in connection with the dedication of public open space lands or a fee in lieu thereof consistent with the provisions of this Code; and

Page 3 of 4
Subdivision/Final Plat

6-22-16
Planning/Forms 2016
☐ i. All lands dedicated for public open space shall be free of all liens and encumbrances as evidenced by a current title insurance policy to be provided by the developer and shall be dedicated to the Town solely as public open space on the final subdivision plat.

☐ Additional information requested at the pre-application meetings:
PROJECT TEAM

Owner
CBS Village Lane LLC
235 Snowcap Circle
Carbondale, CO  81623

Applicant
CBS Village Lane LLC
235 Snowcap Circle
Carbondale, CO  81623

Developer
Crawford Design Build, LLC
1101 Village Rd Unit LL2B
Carbondale, CO  81623
crawforddesignbuild@comcast.net
(970) 963-3833

Civil Engineering/Surveying
High Country Engineering
1517 Blake Avenue, Ste 101
Glenwood Springs, CO  81601
970.945.8676

Planning/Coordination
Mark Chain
Mark Chain Consulting, LLC
811 Garfield Avenue
Carbondale, CO  81623
970.963.0385 (office)
970.309.3655 (cell)
mchain@sopris.net

Architect
George R. Winne A.I.A.
GRW Architecture LLC
4264 Carnwarth Rd.
Tallahasee, FL  32303
970.618.4346 - Cell
970.704.5062 - Fax
grwarch@gmail.com
Legal
Joslyn V. Wood
Wood Nichols, LLC
201 Main Street, Suite 305
Carbondale, CO 81623
(970) 963-2050 (direct)
(970) 963-3800 (main office)
SECTION 2

Project Narrative & Background Documents

Site & Zoning Background
Major Site Plan Review
Major Plat Amendment
Affordable Housing Mitigation
Background Maps
APPLICATION INFORMATION AND BACKGROUND

**Property Location**: The subject parcel is legally described as Lot A, Resubdivision of Lots 2 & 4, of the Crystal Village PUD, Filing No. 3. The property is located west of Hendrick Road south of the RFTA offices on W. Main St. The parcel is 21,256 SF in size and is vacant. A location map is attached. The properties were purchased by CBS Village Lane in December 2016.

**Zoning**: Commercial/Office Zone District of the Crystal Village PUD. (Note: this is the vacant lot that was examined in some detail during the recent rezoning process of the Commercial/Office Zone District in Crystal Village.

**Application Date**: February 2017

**Type of Application**

- Major Site Plan Review – for 7 town home units.
- Major Plat Amendment – regarding requirement that all new construction be for commercial use only.
- Affordable Housing Mitigation Plan.

**Background**. Ordinance No. 20 – Series of 2016 approved zoning changes and identified required plat amendments for the Commercial/Office District of the Crystal Village PUD. This application was submitted and reviewed by the Town in the summer and fall of 2016. Much of the conversation centered around the possibility of allowing flexibility on the lower floor of mixed-use buildings – specifically to allow residential units on the ground floor where no such residential use was previously allowed. This zoning amendment also allowed the vacant lot in the zone district( Lot A), to be developed as a residential land use as long as a Major Plat Amendment application was submitted which removed the plat note which previously required the property to the be developed as “commercial only” – specifically, with no residential land uses allowed. Lot A was discussed during the lengthy town review but discussion was relatively minor in nature.

This Major Site Plan Review for seven town home units is nearly a mirror image of the townhomes directly to the south (known as the Village Lane Townhomes and also called the Cerise/Huttonhower townhomes). The Major Plat Amendment application is being made to remove the plat note restriction on Lot A is being applied for currently with the Site Plan Review. Finally, because of the number of units involved (7), an Affordable Housing Mitigation Plan is being submitted to ensure that affordable housing is supplied as per code procedures.
SUBJECT PROPERTY
Major Site Plan review. Ordinance No 20-2016 requires any multifamily development in the Commercial/Office Zone District to go through the Site Plan Review as outlined in the UDC. As noted above, seven town home units are being proposed.

Major Plat Amendment. A Subdivision Plat and supporting documentation which removes the “commercial only” plat note is submitted as part of this application.

Affordable Housing Mitigation Plan. Two of the seven units proposed to be built are proposed to be deed restricted.

**Project Description/Development Program**

Two small, building complexes will be constructed on the subject property with the intention of selling the units to perspective buyers. The Eastmost townhome structure will be comprised of three 3-BR units and one 2-BR unit. The Westmost structure will include two 3-BR units and one 2-BR units. The units will have vehicular access off of Hendrick Road and will share this access with the existing townhome complex to the south. Please note that the entire access easement is located on the subject property. Number of units, unit size and miscellaneous information is summarized below (no lot area/unit requirements are included in this particular PUD):

<table>
<thead>
<tr>
<th># Units</th>
<th># BR/du</th>
<th>Unit Size</th>
<th># Baths</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>3</td>
<td>1,615 SF</td>
<td>3.0</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>1,295 SF</td>
<td>2.5</td>
</tr>
</tbody>
</table>

All zoning, development standards and site plan review criteria are met including building height, pervious area, required number of parking places, private open space etc. Each unit has a separate balcony on both the second and third levels and the minimum dimensions meet code requirements.

The criterion for bulk storage is also met. The three bedroom units have separate storage spaces on the lower level that measure 4’ x 8’. The two bedroom units have separate storage spaces that measure 5’ x 4’. Additional storage is accommodated in the garage. Each lot has separate mechanical room and washer dryer in the lower level area.
Site Description

Lot A is approximately 21,256 ft.² in size, flat related to topography and the soils composed of alluvial deposits as is common in the rest of Crystal Village and also characteristic of the general Carbondale area. The property is vacant and has never been developed. This lot was originally ranchland and was annexed into the Town with the rest of Crystal Village in the early to mid-1970’s. It has had some over lot grading associated with it during the installation of the original infrastructure and Rockford Ditch location over time. Utilities are available. The Rockford Ditch runs along the East and northern portions of the lot and it is contained in an easement previously approved by the Town and the Rockford Ditch Association. It was originally part of the Crystal Village PUD Commercial/Special Zone District and was rezoned into the PUD Commercial/Office Zone district in 1990.

Vehicular access for the site will be provided via an existing access driveway on Hendrick Road. This is an access easement and is shared with the Townhome project to the South. There are sidewalks located along both sides of Village Lane. A sidewalk along the West portion of Hendrick Drive was installed with the Village Lane Townhomes.

Neighborhood Context

The project site is located on the west side of the Hendrick Road right-of-way about 150 feet south of the intersection of Hendrick/West Main Street. It is located directly west of Ace Hardware and south of the RFTA Offices. Attached is a location map, zoning map of the nearby area and an existing land use map of the specific neighborhood.

This neighborhood is a mixed-use neighborhood in the best sense of the word. There are single-family homes to the South and off to the West. There is a small townhome complex directly to the south and two mixed-use buildings directly adjacent to the West and to the Northwest. The RFTA offices and a vacant lot are directly to the North.

Adjacent Land Use Summary

North: Office Building/vacant
East: Commercial – Ace Hardware/City Market
South: Townhomes & Single-family detached
West: Mixed Use (adjacent lot – Lines Plaza II) Single-Family Residential
EXISTING ZONING MAP:
PORTION OF THE EXISTING CRYSTAL VILLAGE PUD

1" = 30'-0"

CRYSTAL VILLAGE PUD:
COMMERCIAL/OFFICE ZONE DISTRICT

EXISTING COMMERCIAL/SPECIAL ZONE DISTRICT

EXISTING RESIDENTIAL/MULTI FAMILY 2 ZONE DISTRICT

EXISTING RESIDENTIAL/SINGLE FAMILY/8,000 ZONE DISTRICT

VILLAGE LANE

HENDRICK ROAD

MAIN STREET

CRYSTAL VILLAGE PUD
CARBONDALE, COLORADO

EXHISTING ZONING MAP:
PORTION OF THE EXISTING CRYSTAL VILLAGE PUD
CRYSTAL VILLAGE PUD
CARBONDALE, COLORADO

EXISTING LAND USE MAP:
1" = 30'-0"
PORTION OF THE EXISTING CRYSTAL VILLAGE PUD

RESIDENTIAL/MULTI FAMILY 2
MIXED USE
VACANT LOT
RFTA OFFICES
VILLAGE LANE
VILLAGE TOWNHOMES
SINGLE FAMILY HOMES
HENDRICK ROAD
MAIN STREET

SINGLE FAMILY HOMES
HENDRICK ROAD
MAIN STREET

EXISSING LAND USE MAP:
1" = 30'-0"
PORTION OF THE EXISTING CRYSTAL VILLAGE PUD

RESIDENTIAL/MULTI FAMILY 2
MIXED USE
VACANT LOT
RFTA OFFICES
VILLAGE LANE
VILLAGE TOWNHOMES
SINGLE FAMILY HOMES
HENDRICK ROAD
MAIN STREET
Northwest: Mixed Use Building (Lines Plaza)
Multifamily residential

Adjacent Zone District Summary

North: PUD/Commercial/Special
South: PUD Commercial/Office
        PUD – SF/8,000 District
West: PUD Commercial/Office
        PUD – SF/8,000 District
East: PUD-Commercial – Crystal Village PUD

History of Site

Described in previous sections.

Comprehensive Plan Information

This area is designated New Urban on the Future Land Use Map in the Carbondale Comprehensive plan. The description contained for the New Urban designation is:

- Urban, pedestrian/bike oriented.
- Buildings close to the sidewalk/streets, corner buildings
- Parking in landscaped lots behind the buildings or in courtyards.
- Commercial, mixed-use and urban residential.
- Light industrial, local food production and live/work are encouraged along the west side of Highway 133.
- Small scale lodging

Uses described in Section 4.11 – New Urban of the Comprehensive Plan suggest allowing for a flexible mix of retail, restaurants, lodging, offices and multistory mixed-use buildings which may include residential upstairs. Uses should be transitioned appropriately to adjoining uses. Note: there are other design and land use related topics in this portion of the Comp Plan for the New Urban Designation, but at this point the facts on the ground and history should be discussed.
1. Transition of land uses. This item was discussed in depth with the Commercial/Office Zone District update in 2016. The multifamily and mixed-use buildings - including all residential for Commercial/Office provide an adequate transition from the commercial along 133 towards the single-family area in the Crystal Village PUD to the West and South.

2. Multifamily Residential with no commercial. This Lot was specifically discussed in the rezoning of the Commercial/office District mentioned above. One of the conditions of approval was that a multifamily development – even something similar to a mirror image to the townhomes to the south – was appropriate as long as legal steps were taken to eliminate the previous deed restriction for “Commercial only” development on the lot.

**Solar Access**

There is no solar access issue associated with development. Lot A is on the north side of this three lot “horseshoe” development. Being adjacent to the right-of-way, no adjacent structures will be shaded.

**Neighborhood Parking Counts**

Parking counts in the neighborhood were taken on February 8 and over the weekend of February 11. The attached chart shows the parking in the neighborhood at various times. The chart reflects parking along the boundary of the lot – that is along Hendrick Road and along the north portion of Village Lane. Parking was minimal in the area, partly because of the 2 vacant lots. We did note the parking along the entire run of Village Lane for your information on the area maps included at the end of this section.

<table>
<thead>
<tr>
<th>AREA</th>
<th>WEEKEND AM COUNT</th>
<th>WEEKEND PM COUNT</th>
<th>WEEKDAY AM COUNT</th>
<th>WEEKDAY PM COUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hendrick Rd.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>North side – Village Lane</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>7</td>
</tr>
</tbody>
</table>
Site Plan and Development Information

The subject property is zoned PUD – Commercial/Office of the Crystal Village PUD

Zoning & Related Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Required</th>
<th>Provided</th>
<th>Per Plat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Size:</td>
<td>18,000 ft.²</td>
<td>21,656.5 ft.²</td>
<td></td>
</tr>
<tr>
<td>Front setback:</td>
<td>20 ft</td>
<td>26’2”</td>
<td>20 ft</td>
</tr>
<tr>
<td>Rear Yard:</td>
<td>10 ft</td>
<td>52.6”</td>
<td></td>
</tr>
<tr>
<td>Side yard:</td>
<td>zero lot line allowed at time of subdiv</td>
<td>25’9”</td>
<td>25 ft</td>
</tr>
<tr>
<td>Open space:</td>
<td>10%</td>
<td>30.3% **</td>
<td></td>
</tr>
<tr>
<td>Building Height:</td>
<td>27 ft</td>
<td>27 ft.</td>
<td></td>
</tr>
</tbody>
</table>

** Open space exceeds that required by zone district. Please note that the 25 ft. wide paved, access easement that serves both lots in this area (Village Lane Townhomes to the south as well as the 7 units on this parcel is entirely located on the subject’s parcel

Parking

<table>
<thead>
<tr>
<th>Parking Required</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3 BR unit &gt; 900 sf</td>
<td>2.5/unit</td>
<td>5 units</td>
<td>12.5</td>
</tr>
<tr>
<td>2 BR unit &gt; 800 sf</td>
<td>1.75/unit</td>
<td>2 units</td>
<td>3.5</td>
</tr>
</tbody>
</table>

Parking Provided: 16 spaces

Miscellaneous Requirements
- Floor Area of 3 BR units: 1615 SF
- Floor Area of @ BR units: 1295 SF
• Bulk Storage: all units have a dedicated storage room in basement –
varying from 8.2 ‘ X 4” in the 3 BR units to 5’ x 4” in the 2 BR units.
Additional storage can be placed in garages as necessary
• Bedroom dimensions comply with IRC

Private Outdoor Space
• Each unit has balconies on both 2nd & 3rd levels.
  • 11’ X 6’ on 3rd level
  • 12’ X 6’ on 2nd level

Building Materials (Concept on Sheet A3).
• 8” Horizontal Hardi-Board siding
• Vertical corrugated aluminum siding
• Stucco veneer over concrete
• Aluminum clad wood windows & doors
• 36” high aluminum handrails
• Wood entry doors and sidelights
• Parapet with Aluminum Coping
• “Flyover” graphics being developed as part of application

Other Comments Related to MF Design Guidelines
• Each individual unit identifiable
• Balconies help provide relief
• Multiple private open space balconies for each unit
• Garages integrated into design and similar materials used
• Building design similar/compatible to multifamily dwellings to south
• Project uses one access point from Hendrick Rd. This access point is
  shared with townhome development to south to minimize multiple
  driveways
• Off-street parking court utilized
• Adequate maneuvering for parking
• Project meets general design guidelines contained in the Supplemental
  Standards for Multifamily Residential for architectural details, residential
  character, roof form, and building elements as contained in Sections
  5.6.5.C.2 of the UDC.
Major Plat Amendment

CBS Village Lane LLC request that the Town of Carbondale review and approve a Plat Amendment for Lot A according to Section 2.6.7 of the Carbondale UDC. The purpose of the plat amendment will be to remove the plat note which states that Lot A may not be used for residential purposes. This plat note was inserted onto the plat entitled “Resubdivision of Lots 2 & 4, Crystal Village PUD Filing No. 3, Town of Carbondale, Colorado”. This plat was recorded on August 17, 2004 as Reception NO. 658026.

Please note that Ordinance No. 20 – 2016 which amended the Commercial/Office Zone district of the Crystal Village PUD has a condition of approval, Paragraph B (2) which requires the plat note to be removed prior to any residential construction taking place. A new plat removing this restriction has been put together by High Country Engineering and is included in the packet.

A Major Plat Amendment is processed according to Section 2.6.5, Final Plata, of the UDC. There is no public hearing but the Board must approve any major Plat Amendment.

We did review the code to see if a Minor Plat Amendment was applicable, and our review shows that no existing criterion allows a plat note to be removed or corrected by following that procedure.
AFFORDABLE HOUSING MITIGATION PLAN

A Housing Mitigation Plan is required by Section 5.11.8 A of the UDC for any project proposing five (5) or more dwelling units unless otherwise exempted. The Lot A/Village Lane Townhomes development is proposing a mix of 3 BR and 2 BR townhomes, with the total buildout being seven units. Mitigation of New Development according to section 5.11.4 is as follows:

- 20% of total units to be AMI Category Units, which shall include 15% of total bedrooms.
- 20% of remaining units shall be Resident Owner Occupied (RO units).

Proposal

The Applicant proposes to provide “for-sale” units as Affordable Housing Mitigation - with one Community Housing AMI category unit and one Resident Owner Occupied (RO) unit. Criteria outlined in Section 5.11.4.A.1 of the UDC will be followed with one exception. Formula shown below.

**REQUIRED NUMBER OF AFFORDABLE UNITS**

<table>
<thead>
<tr>
<th>% Units Required</th>
<th># units on-site</th>
<th>Calcs</th>
<th># AH to be provided</th>
<th>% BR required</th>
<th># BR On-site</th>
<th>Calcs</th>
<th># AH Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>7</td>
<td>5 X 0.2</td>
<td>1.4 (rounded down to 1.0)</td>
<td>15</td>
<td>19</td>
<td>719 X 0.15</td>
<td>2.85 (rounded up to 3.0)</td>
</tr>
</tbody>
</table>

AMI/Category Units to be Provided:

The above summary chart shows that 1 Affordable/Category Unit and 3 Affordable Bedrooms meets this code requirement. Therefore, one (1) townhome with three (3) bedrooms will be provided on site for sale with oversight by the Garfield County Housing Authority.

Resident Owner Occupied (RO) Units to be Provided:
Section 5.11.4 A.2 requires, in addition to the AMI Category units, that 20% of the remaining units shall be RO units. 20% of the 6 remaining units yields 1.2 RO units. As any partial number less than 0.5 is rounded down, one (1) Resident Occupied unit will be provided in compliance with the Carbondale Affordable Housing guidelines.

**AMI Category Classification**

Section 5.11.4 C contains a sequencing of Mitigation Units, adopted to address projects in which more than one Affordable Unit is required. While the category of an affordable housing unit in a project requiring only one unit would be discretionary on the part of the Town, in larger projects a Category 2 (100% AMI unit) is required as the first unit. If the Town were not able to exercise discretion in this regard, all projects with seven or fewer units would be obligated to construct a category 2 unit, resulting in a disparate number of Category 2 units. Applicant foresees that many of the projects that the Town of Carbondale will be reviewing in the foreseeable future will be smaller projects, with less than 10 units. If an Applicant is not required to build more than one affordable unit, the Town the “sequencing provision” should not be applied.

Maximum unit sales prices according to section 5, Table III and the housing guidelines outlines the following range of maximum prices:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price range</td>
<td>$218,225 to $256,550</td>
<td>$280,575 to $329,850</td>
<td>$326,150 to $383,350</td>
<td>$421,200 to $470,475</td>
</tr>
</tbody>
</table>

The Applicant requests that the Town authorize Applicant to dedicate and deed restrict one unit as a Category 4 unit and one unit as an RO unit. As two of the seven units will be deed restricted, the profit margins of this project are already thin. Further, in a multi-family project such as Applicant’s project, an owner’s association will be formed to maintain the common elements of the project. Applicant projects that it will offer the free market units for sale for $510,000 to $525,000, which remains attainable by Carbondale standards. The level of maintenance and expense assessment will be controlled by the majority of the owners, which could negatively impact a single lower income household. When deed restricting within a multi-family family building, it is preferable to all owners to retain economic compatibility if possible. The proposed Category 4 and RO units will provide long-range affordability to members of the Carbondale community, and will allow this project to offer seven (7) affordable or attainable...
units to community members hoping to enter the housing market. Applicant’s proposed project is adjacent to, and very similar to, the seven unit Crystal Village Townhomes on Lots B – H, which project includes one Category 4 unit and no Resident Occupied units.
SECTION 3

TECHNICAL DOCUMENTS

ALTA Survey
Site Plan – Line Drawing
Site & Utility Plan
Grading & Drainage Plan
Floor Plans
Landscape Plan
Irrigation Plan
Schematic Elevations
Colored Renderings
ALTA/ACSM LAND TITLE SURVEY
LOT A, RESUBDIVISION OF LOTS 2 AND 4 CRYSTAL VILLAGE PUD FILING NO. 3
SECTION 33, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH P.M.
TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO

LOT A
21,256.52 SQ.FT.
(VACANT PARCEL)
(NO STREET ADDRESS)

RESUBDIVISION OF LOTS 2 & 4 CRYSTAL VILLAGE PUD FILING NO. 3
GROUND FLOOR PLAN 1:8
Plant Key

<table>
<thead>
<tr>
<th>#</th>
<th>Common Name / Scientific Name</th>
<th>Size</th>
<th>Spacing</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Common Purple Lilac / Syringa vularis</td>
<td>2.5' cal.</td>
<td>As Shown</td>
<td>Specimen</td>
</tr>
<tr>
<td>6</td>
<td>Autumn Blaze Maple / Acer freemanii 'Autumn Blaze'</td>
<td>2.5' cal.</td>
<td>As Shown</td>
<td>Specimen</td>
</tr>
<tr>
<td>7</td>
<td>Emerald Queen Norway Maple / Acer platanoides</td>
<td>2.5' cal.</td>
<td>As Shown</td>
<td>Specimen</td>
</tr>
<tr>
<td>8</td>
<td>Peking Cottoneaster / Cottoneaster lucidus</td>
<td>2.5' cal.</td>
<td>As Shown</td>
<td>Specimen</td>
</tr>
</tbody>
</table>

Note: Locate all utilities prior to commencement of work.
Note: See Civil Engineer's plan for grading and drainage information.

General Notes:

1. Location of all trees shall be staked and approved by Landscape Architect prior to final installation.
2. Exact placement and shape of planting beds shall be reviewed by Landscape Architect prior to final installation.
3. Verify locations of all pertinent existing site improvements and utilities already installed prior to commencing planting work. If any part of this plan cannot be implemented due to site conditions, contact the Landscape Architect for instructions prior to commencing work.
4. Drought tolerant sod shall be installed between all grass areas and planting beds.
5. All planting beds shall receive 3" minus river rock cobble.
6. Grades shown in the landscape areas are finish grades, including 4" of topsoil in lawn areas and 8" of topsoil in planting areas.
7. Water and planting bed areas shall receive spray irrigation with 100% overlap. This system shall be automatic.

Note: Locate all utilities prior to commencement of work.
Note: See Civil Engineer's plan for grading and drainage information.

Existing Trees

- Autumn Blaze Maple
- Emerald Queen Norway Maple
- Peking Cottoneaster

Proposed Multi Family Residence

- As Shown specimen
- 2.5" cal. Emerald Queen Norway Maple / Acer platanoides

3'-0" Gravel Area: 3" minus river rock cobble

3'-0" Mulch Ring

2-0" Mulch Ring

150 s.f. Mulch Area

940 s.f. Gravel Area: 3" minus river rock cobble

10'-0" Building Setback

20'-0" Ditch Easement

5'-0" Telecommunications Easement

20'-0" Access Easement

Existing Asphalt 25'-0" Driveway

3'-0" Mulch Ring

(3" minus river rock. Edge with 4" roll top metal edging.)

3'-0" Gravel Area

(8'x12' enclosure w/ siding to match residence.)

4'-0" Dumpster Enclosure

11'-0" Building Setback

20'-0" Building Setback

5'-0" Telecommunications Easement

20'-0" Ditch Easement

25'-0" Access Easement

Proposed Multi Family Residence

+6170.0' +6170.0'

10'-0" Existing Trees

(As shown)

8" Water Well (min.)

3" Small Pine Bark Mulch

Native backfill, amend w/ organic matter.

Root Ball Preparation:

- Ropes at top of root ball shall be removed.
- Remove top 1/3 of burlap. Non-Biodegradable material shall be totally removed.

1.5 x Ball DIA. (min.)

Prepare subsoil to form pedestal to prevent settling.

Topsoil:

3-12" - Coarse to medium loamy sand

with 10% volume basis organic matter

Subsoil:

12-24" - Medium loamy sand to sandy loam

with 2% volume basis organic matter

Drainage Layer or Subbase

0" - 6"

18"

3'-0" Grade

4" Water Well (min.)
Type Two
(Drip Irrigation: Three Bubblers to each tree and one Bubbler to each shrub.)

Type One
(Spray Heads with 100% coverage.)

Note:
1. All sod and perennial areas shall receive spray irrigation with 100% overlap. This system shall be automatic.
2. All trees and shrubs located within mulch planting beds shall receive bubbler irrigation.
3. Irrigation water supply shall come from the Town of Carbondale.
NORTH ELEVATION  1/8"=1'-0"

SOUTH ELEVATION  1/8"=1'-0"

EAST ELEVATION  1/8"=1'-0"

WEST ELEVATION  1/8"=1'-0"
The meeting was called to order at 7:01 p.m. by Michael Durant. He noted that there would not be a quorum tonight as a Commissioner had a medical emergency.

Motion
A motion was made by Ken to continue the Public Hearing to April 13, 2017 for a Major Site Plan Review and Plat Amendment, Applicant: CBS Village Lane LLC, Location: Lot A, Village Lane, west side of Hendrick Drive & south of the RFTA offices. Jay seconded the motion and it was approved unanimously.

A motion was made by Ken to adjourn. Jay seconded the motion and the meeting was adjourned at 7:03 p.m.
MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday, April 27, 2017

Commissioners Present:
Michael Durant, Chair
Yuani Ruiz, Chair Pro Tem
Marina Skiles
Gavin Brooke
Ken Harrington
Jay Engstrom, 2nd Alternate

Staff Present:
Janet Buck, Planning Director
John Leybourne, Planner
Mary Sikes, Planning Assistant

Commissioners Absent:
Jennifer Gee DiCuollo
Jeff Davlyn

Other Persons Present
Simon Bentley, CBS Village Lane LLC
George Winnie, Architect
Mark Chain, Mark Chain Consulting
Bob Schultz, Robert Schultz Consulting
Gavin Dahl, KDNK station manager

The meeting was called to order at 7:03 p.m. by Michael Durant.

April 13, 2017 Minutes:
Yuani made a motion to approve the April 13, 2017 minutes. Ken seconded the motion, and they were approved unanimously with Jay abstaining.

Public Comment-Persons present not on the agenda
There was no public comment

CONTINUED PUBLIC HEARING – CBS Village Lane LLC – Major Site Plan Review
Location: Lot A, Village Lane, west side of Hendrick Drive & south of the RFTA offices

John said that this is an application for a Major Site Plan Review to allow seven (7) townhome units. He stated that the Planning Commission is required to hold a public hearing and make a recommendation to the Board of Trustees to approve the request, approve the application with conditions, or deny it. He continued by saying that the Planning Commission may also continue the public hearing.

John stated that the Major Plat Amendment is reviewed under section 2.6.5, Final Plats and then it is reviewed by the Board of Trustees.
John explained that this application also requires a housing mitigation plan that is reviewed by Staff, if variances, are requested, it is reviewed by the Board of Trustees.

John said that the owner/applicant is CBS Village Lane LLC.

John stated that the property is located on the west side of Hendrick Drive and south of the RFTA offices on west Main Street. He said that the parcel is currently vacant and has been for some time.

John continued by saying that the applicant has submitted revised plans to address the Commissions’ concerns from the previous meeting. He said that these are addressed in the memo from Mark Chain dated April 20, 2017, which is in the packet.

John recommended approval of the Major Site Plan with the following conditions and findings:

**Conditions:**

1. All lighting shall be in compliance with Section 5.10 of the UDC (Exterior Lighting).

2. The ownership and maintenance of the irrigation system shall be addressed in the Development Improvements Agreement.

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

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

5. The applicant shall receive approval from the Board of Trustees for the Housing Mitigation Plan.

6. The applicant shall indicate adequate snow storage on the site plan.

**Findings - Site Plan Review Criteria:**

1. The site plan is consistent with the Comprehensive Plan and the site plan is consistent with the purposes section of the PUD;

2. The site plan complies with all applicable development and design standards set forth in this code; and

3. Traffic generated by the proposed development is adequately served by existing streets within Carbondale.
Mark Chain introduced George Winnie, the architect and Simon Bentley, of CBS Village Lane LLC. He said that the old design guidelines focused on livability i.e., private outdoor spaces, storage, etc.

Gavin arrived at 7:09 p.m.

Marina arrived at 7:13 p.m.

George explained the revised elevations and fly-over displayed on the wall and the TV screen, stating that the fences for private outdoor space have been added. He pointed to color pamphlets and a corrugated metal sample, and explained the building materials proposed. He pointed to the snow storage at the end of the parking lot as well as around the parking spaces to the south, on the site plan.

Mark said that the driveway access easement was put in prior to knowing what would be developed on Lot A. He said that changing this access easement would have required signatures from all of the existing owners to the south, which would have had its challenges.

Ken asked how large the snow storage is.

George said that the snow storage is approximately 40-50 square feet and he pointed to the southwest side of the parking area on the site plan.

Marina apologized for being late and asked if the points from the previous meeting referencing the UDC have been addressed.

George stated that the points from the UDC have been addressed and that the revisions reflect those points.

Michael read 5.6.5.c.2 of the UDC and asked the Commission if they thought that the design revisions had been met.

Marina said that she can see the awnings over the windows that have been added. She asked if the floor plans have changed.

George explained the pop-outs and said that the bedrooms have increased in size by twelve square feet.

Marina said that the elevations are livelier than last time. She read from the UDC referencing variations to decks. She noted that all of the decks shown are identical.

Ken said that he did not see the design as monotonous.

Gavin added that he did not think that the definition of monotonous applied to these seven units. He said that he thought that the revisions were a decent compromise.
Marina questioned that even when elements are repeated. She did say that details had been altered.

Gavin stated that at the highest standard it doesn’t comply. He said that he was wrestling with the code and its challenges. He said that the revised design was a big improvement over two weeks ago.

Michael said that he wasn’t an architect but that he wasn’t sure how to make it less monotonous and how the decks could be staggered. He said that it was much improved over the last design as well as the comparison to the existing building to the south. He asked where the Commission was with architectural detail. Michael said that this project exceeds the existing residential building that it mirrors.

Yuani said that a seven unit project can be monotonous but that this project is not a cookie cutter and that we do not have monotony here. He said that there are varied fenestrations and walls.

George said that there are two separate buildings as well.

Michael noted that he has never seen anyone on the roof of the building to the south, which has stairways to the roof.

Ken reiterated that he didn’t think this design was monotonous and that he thought that they had done a good job. He said that the roofline is broken up.

Gavin referenced A2 from the UDC with reference to Marina’s concerns. He said that building elements are repeated and that the front has variety. He said that Marina has a valid question about the back face of the building. Gavin said that the applicant has worked hard to revise the design and that he would vote to pass with the condition of adding variety to the decks.

Gavin stated that the building heights have been changed and that there is more relief to elevation.

Marina added that individuality comes out when the units are occupied and that she hopes that this happens here with plants and chairs.

Jay stated that he wasn’t at the last meeting but that he did review the elevations in the last packet and that he thinks that they have improved since then. He said that he didn’t see a solution for the design of the decks and that he was happy with the changes.

Jay said that, on the grading plan the two parking spots to the east show that they are cut in. He didn’t think that was possible because of the irrigation pipe.

Mark Chain said that High Country Engineering will update the grading plan but that they had not done so yet.
Motion to close the Public Hearing

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

Gavin said that there were two members of the public at the last meeting and he wondered if they might have something to say.

Janet said that their names were Jade and Lauren and that they had wanted to see what was going on.

Jay asked if this project was forty percent pervious.

Mark explained that the zone district has a ten percent open space minimum requirement. He said that this proposal is 30.3 percent pervious.

Janet suggested cleaning up the pervious/impervious numbers before it goes to the Board of Trustees.

Ken said to remember to condition the balconies.

Discussion ensued about balconies.

George said that they could possibly change up the railings on the decks.

Agreement was made to add condition #7) The applicant shall provide greater variety with balconies referencing C.2.a.2 of the UDC.

Motion

Ken made a motion, seconded by Gavin, to approve the Major Site Plan Review with the conditions and findings in the Staff report and with the addition of condition #7 re: balconies and it was approved unanimously.

Yes: Marina, Gavin, Michael, Ken, Jay, Yuani

No: None

PUBLIC HEARING – KDNK Rezoning
Applicant: Robert Schultz Consulting for Carbondale Community Access Radio
Location: 76 S. Second Street

Janet said that this is an application for rezoning a parcel from the Residential High Density zone district to the Historic Commercial Core zone district. She stated that the rezoning would require an amendment to the Comprehensive Plan to remove the property from the “Downtown-Old Town Periphery” designation and to place it in the
“Downtown” designation. She said that a public hearing is required and to recommend approval of the application, recommend denial or continue the hearing.

Janet said that the property is on the northeast corner of Garfield Avenue and 2nd Street. She stated that KDNK purchased the property from a consortium of non-profits in January of 2012. She continued by saying that this group of non-profits had purchased the property from the Town in 1997. Janet noted that before that, it was Town Hall.

Janet said that KDNK is proposing to rezone the property in order to become a conforming use. She said that in the past, KDNK has been prohibited from having “temporary special events” because it is located in a residential zone district. She stated that in addition, KDNK is unable to expand the building because it is a nonconforming use.

Janet said that one of the things she looked at was zone districts of surrounding properties. She stated that there is a new section in the UDC which was created to address transitions between new development and adjoining properties which are in less intense zone districts. She said that in this case, if KDNK is rezoned, the property directly to the east is zoned R/HD and has a single story home on the parcel.

Janet stated that if the KDNK parcel was redeveloped, the new building would need to step down, have an increased side yard or be of a comparable scale.

Janet said that she recommends approval of the amendment to the Comprehensive Plan and the rezoning with the conditions and findings in the Staff report.

In closing Janet stated that there have been commercial uses on the parcel since the 1980’s. She said that KDNK would be allowed to have special events, and plan for future additions and improvements to the property. She stated that in addition, the public radio station builds on Carbondale’s economic strengths to cultivate a unique role in the regional economy and enhances the Town as a destination for the arts.

Gavin Brooke asked if public functions have been shut down by Town Staff previously.

Janet answered yes.

Michael stated that the old library building, currently the Launchpad, was granted HCC with restrictions on height and setbacks because of the residential neighbor directly to the east.

Bob Shultz, of Robert Schultz Consulting, introduced Gavin Dahl, station manager of KDNK radio. Gavin Dahl said that having DJ meetings, membership drives, trainings, etc. as zoned is considered non-conforming and that rezoning to allow forty-nine people would be ok. He said that if there were more than fifty people that they would have their gatherings off-site. He said that they have no plans for development or expansion. Gavin Dahl stated that he just wants to follow the rules. He said that they want to be
able to have music and screenings as well as nourish cultural enrichment. He said that they have done a lot of door knocking with their neighbors. He said that they realize that their neighbors use the parking too and that they have to be a good neighbor.

Bob Schultz, representing the applicant, said that they have no drawings to go over. He said that they just want to keep KDNK strong and between the lines. He said that they had checked with all the neighbors within 360 degrees, with the exception of one that they couldn’t get a hold of, everyone was fine with their proposed rezoning and that there were no objections.

Bob said that he had also checked with Mark Chain, the Town Planner at the time of the building sale, and that Mark told him that the plan was to rezone the property or possibly create a PUD. Bob said that this was really a matter of housekeeping and correcting what should have been done twenty years ago. Bob noted that there is an interesting pattern of the northeast corner of all the streets off of Main Street between Third Street and Weant Blvd. being Commercial or zoned HCC

Motion to close the Public Hearing

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

Motion

Gavin Brooke said that it was a logical move to approve and he made a motion to approve the amendment to the Comprehensive Plan and the rezoning from R/HD to HCC zone district with the conditions and findings in the Staff report. Marina seconded the motion and it was approved unanimously.

Yes: Marina, Gavin, Michael, Ken, Jay, Yuani

No: None

Unified Development Code (UDC) Discussion

Janet explained that the UDC was adopted in May of 2016. She said that when the UDC was adopted, the Board, the Planning Commission and Staff agreed that it was important to re-visit the UDC from time to time to make sure it is working as intended.

Janet said that the Planning Commission asked that discussions begin on potential UDC amendments. She stated that overall, Town Staff’s observations are that the UDC is much easier to administer than the previous codes (Titles 17 and 18). She said that this is true for both Town Staff as well as the public. Janet said that in addition, the adoption of the Zoning District Map earlier this year was extremely beneficial for everyone. She stated that Planning Staff’s opinion is that any revisions would be more fine tuning the code vs. a major overhaul.
Janet stated that Staff has not had the opportunity to go through the UDC section by section to generate a list of detailed changes. She said that however, before delving into details, Staff would like to hear the Commission’s overall thoughts about the UDC and sections which may need revisions.

Janet outlined some of the larger items which Staff has included:

- Variance criteria - community or public benefit rather than hardship (from P&Z)
- Re-visit minimum lot area per dwelling unit (density)
- Street Trees – 1 tree per 100 square feet is too many trees (Tree Board)
- Add mobile home park standards in the UDC (Building Official)
- Add Plat Certificates (Town Attorney)
- 40% pervious surface requirements in R/MD and R/HD – drives 3 stories (RFSD)
- Allowed building height in HCC zone district (42 ft.)

Janet said that another suggestion is that the Commission request feedback from the people who have used the UDC in the past year. She said for example, Staff received comments from the development team that prepared the architectural and site plans for the RFSD Employee Housing project. Janet stated that the project was entirely in compliance with the UDC and that group could provide valuable feedback.

Janet said that also, the Commission may want to discuss soliciting comments from the Town’s Boards and Commissions.

Janet stated that finally, Staff would like to check in with other departments including Public Works, Building, Utilities, and Police for their thoughts on the UDC.

Janet explained that the Planning Staff received a short amount of training from Clarion on how to amend the text. She said that Clarion used a very advanced level of Word, where Hyperlinks are used in the UDC and that adds to the complexity of making revisions to the text. She said that Planning Staff has agreed that in order to maintain the integrity of the UDC, that the Town should contract with Clarion or some other entity familiar with advanced Word to finalize any changes to the UDC. Janet stated that those costs would be dependent on the extent of revisions.

Janet concluded by saying that Staff would recommend that the Planning Commission discuss their thoughts about the process and potential UDC amendment. She said that finally, the Commission should provide Staff with direction on how to proceed.

**Points of Discussion**

- Invite comments from applicants since the UDC was adopted.
- Compile a list of questions to ask applicants, possibly a survey.
- Incentives to remove PUD’s.
- Address minimum lot area in the UDC.
- Land Use Table revisions.
- Require private open common space for residential developments.
- Why does R/HD require a conditional use permit for multi-family?
- Revisit previous requirement of forty percent.
- To encourage the widest variety of input, encourage email comments, with a timeline.
- Ask for input from all Boards and Commissions’.
- Change the agenda date for PUD discussion to June 15, 2017.
- Outline successes.

**Staff Update**

Janet said that the quarterly Planning Administrative report in the packet was a good summary of what the department has been busy with.

Marina complemented Janet and said that it was a stellar report.

Janet said that the Board of Trustees approved the RFSD housing application and that the comments had been that the P&Z as well as Staff did a great job.

Janet said that 1st Bank was also approved.

**Commissioner Comments**

Gavin said that the CBS Village application is a testimony of how the Town should have taken the alley as public right-of-way, and that privatizing is a bad deal.

Michael said that there was an article in the New York Times regarding Kroeger and their capital investments.

**Motion**

A motion was made by Gavin to adjourn. Yuani seconded the motion and the meeting was adjourned at 9:10 p.m.
ORDINANCE NO. 20
SERIES OF 2016

AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO
APPROVING ZONING CHANGES AND PLAT AMENDMENTS
FOR LOTS 3, 14, A, and B-H, COMMERCIAL/OFFICE ZONE DISTRICT,
CRYSTAL VILLAGE P.U.D.

WHEREAS, pursuant to Section 2.4.3.C.4.3 of Chapter 17.02 of the Carbondale
Municipal Code, George Linens ("Applicant") has submitted an application to amend the
zone district text for the Commercial/Office ("C/O") Zone District within the Crystal
Village P.U.D. (Lots 3, 14, A, and B-H are zoned C/O) in order to allow residential units
on the ground floor in two existing mixed-use buildings on Lots 3 and 14 and to modify
other zoning and development standards for these lots and Lots A and B-H; and

WHEREAS, in particular, in addition to allowing ground floor residential uses, if
approved the requested zone changes would also update the zone district text for the C/O
district to, among other things, prohibit marijuana businesses, prohibit short-term
residential rentals, update parking requirements, impose outdoor storage restrictions, and
otherwise update the C/O district processes and procedures to be consistent with the
Unified Development Code ("UDC") recently adopted by the Town as Chapter 17 of the
Municipal Code, all as more specifically set forth on the amended zone district text
attached hereto as Exhibit A; and

WHEREAS, fifty percent (50%) or more of the owners of properties within the
zone district consented to the zoning change pursuant to Section 2.4.2.B.1. of Chapter
17.02 of the Municipal Code; and

WHEREAS, whereas, after required public notices, the Planning and Zoning
Commission held a public hearing on this application on July 21, 2016, which hearing
continued on August 18, 2016, September 8, 2016, and September 22, 2016, after which
the Planning and Zoning Commission recommended to the Board of Trustees that this
application be approved, with conditions; and

WHEREAS, after all required public notices, including posting, mailing to
adjacent property owners, and newspaper publication, the Board of Trustees held a public
hearing on this matter on October 25, 2016 and heard from staff, the applicant, and any
other interested parties; and

WHEREAS, pursuant to Section 2.4.2.C.3.b of Chapter 17.02 of the Municipal
Code, the Board of Trustees finds and determines that, upon the conditions set forth
below:
Ordinance No. 20, Series of 2016
Amendments to C/O zone district within Crystal Village P.U.D.
Page 2 of 3

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

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

3. The amendments are consistent with the stated purposes of the C/O zone district and increased residential uses would be compatible with the existing single family zone district along Clearwater Drive and Village Lane;

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

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

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

WHEREAS, the Board of Trustees finds that certain conditions of approval should be imposed so that the entire Crystal Village P.U.D. will continue to be developed consistent with the purposes of Chapter 17 of the Carbondale Municipal Code (the UDC).

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

A. Approval of Amendments to the C/O zone district within the Crystal Village P.U.D.

The revised zone district text for the C/O zone district within the Crystal Village P.U.D. is hereby adopted upon the date that this Ordinance becomes effective.

B. Additional Conditions of Approval.

(1) Except as expressly amended herein, all prior conditions of approval in ordinances and associated approval documents for Crystal Village P.U.D. Lots 3, 14, A, and B-H, including all prior zoning, subdivision,
condominium, development and subdivision improvements agreements, shall remain in full force and effect.

(2) Although a plat note on the plat entitled “Resubdivision of Lots 2 & 4, Crystal Village P.U.D. Filing No. 3, Town of Carbondale, Colorado” recorded on August 17, 2004 as Reception No. 658026 indicates that Lot A may not be used for residential purposes, pursuant to the zone changes approved herein, residential use upon said Lot A shall be allowed provided that, prior to the issuance of any residential building permits for Lot A, the owner of Lot A shall be required to process a Major Plat Amendment application with the Town pursuant to Section 2.6.7.B.1 of Chapter 17.02 of the Municipal Code for purposes of removing said plat note restriction from the subdivision plat for Lot A.

(3) Prior to residential development or use upon the first floor of the mixed use buildings located upon Lots 3 and 14, the declaration of restrictive covenants for such buildings shall be amended to: (1) allow ground level unit owners to install, and to require the respective unit owners associations to maintain, sprinkler systems and fire-rating separation between units; (2) to prohibit storage of campers, trailers, recreational vehicles, and inoperable vehicles, in order to keep parking available for expanded residential uses within these buildings. The form and content of these covenant amendments shall be subject to review and approval of Town staff and the Town Attorney prior to recordation.

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

(5) Any new or existing dumpsters shall be enclosed pursuant to Section 5.4.5 of Chapter 17.05 of the Municipal Code prior to the conversation of any existing units or the construction of any new units pursuant to this Ordinance.

(6) The dumpster on Lot 14 shall be relocated to a different area so as not to block the Town's 20' access and utility easement prior to any building authorizations or unit conversions pursuant to this Ordinance, and the area within the access and utility easement shall not be used for private outdoor space.
Ordinance No. 20, Series of 2016
Amendments to C/O zone district within Crystal Village P.U.D.
Page 4 of 5

(7) Any new development or redevelopment of a property must comply with the Community Housing Inclusionary Requirements in Section 5.11 of Chapter 17.02 of the Municipal Code.

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

(9) Unless otherwise provided herein, all representations of the Applicant in written submittals to the Town or in public hearings concerning this application shall also be binding as conditions of approval.
C. Recording.

This Ordinance shall be recorded in the Garfield County real property records at the Applicant’s expense. The terms and conditions hereof shall run with title to Lots 3, 15, A, and B-H, Crystal Village P.U.D., Town of Carbondale.

INTRODUCED, READ AND PASSED this _22^ND_ day of November, 2016.

THE TOWN OF CARBONDALE

By: ____________________________
    Dan Richardson, Mayor

ATTEST:

_____________________________
Cathy Derby, Town Clerk

Attachment (Exhibit A—revised zone district text for C/O zone district)
EXHIBIT A

CRYSTAL VILLAGE PUD
ZONE DISTRICT REVISION
COMMERCIAL/OFFICE ZONE DISTRICT

Revised 11-16-16

STATEMENT OF INTENT

The Commercial/Office Zone District is intended to be a low-intensity Mixed Use, Commercial, or Residential District depending on long-term development trends. Uses and structures should be compatible with both the adjacent existing single-family zone district along Clearwater Drive, as well as the newly defined Residential Single-Family/8000/Zone District, formerly a part of the Crystal Village Commercial/Special Zone District. Uses shall be low impact in terms of pollution, traffic generation, smoke, vibration, noise, odor, etc.

A. Permitted Uses:

1. Office and Professional:

   Any office used for the conduct of a business or profession, general business and personal services, government office, medical or dental clinic, financial services and all other office uses.

2. Personal and Small Scale Services and Retail:

   a) Personal Services:

   Barbers/Beauty shops, photography studio, tailoring, laundromat without any dry cleaners, dry cleaning (pickup only).

   b) Small Scale Services or Repair and Retail:

   Including but not limited to catering, shoe repair, travel agency, upholstery shop, printing and publication/blueprint reproduction facility, watch, camera, bicycle, appliance repair, fabric, drapery, book, record, optical/eyeglasses, office-supply, upholstery, locksmith, auto window glass, arts and crafts.

3. Indoor Entertainment/Recreation:

   Facilities such as athletic clubs, private clubs, restaurants and liquor sales in connection with dining with seating capacity of 25 or less.
4. Miscellaneous

a) Church

b) Schools: Dance studio, martial arts, community college, vocational, trade, professional, small daycare center.

c) Specialty Food Sales: meat and fish, health-food, bakery and confections, ice cream shop.

5. Residential:

Residential - Dwelling units
Live/Work units

6. Home Occupation


B. Special Uses:

Restaurant seating capacity over 25, including liquor sales when in association with restaurant dining.

C. Special Requirements:

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

2. Storage:

   All storage shall be within the principal structure erected on each lot and no outdoor storage shall be allowed.

3. Paving:

   All vehicle parking areas shall be paved with asphalt, concrete, chip and seal or other type of hard surface.

4. No offensive or objectionable smoke, odor, dust, glare or mechanical vibration shall be projected beyond the site.

5. Noise:
Regulations regarding noise shall be enforced according to the procedure specified in the Carbondale Municipal Code, as amended. Standards for the C/O District are as follows:

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Maximum Number of dB</th>
<th>Maximum Number of decibels</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 AM – 8 PM</td>
<td>65 dB</td>
<td>Per Minute 8 PM – 7 AM</td>
</tr>
<tr>
<td>Monday – Saturday</td>
<td></td>
<td>and all day Sunday</td>
</tr>
<tr>
<td></td>
<td>60 dB</td>
<td></td>
</tr>
</tbody>
</table>

D. Procedure And Criteria For Special Use Review: Per procedures contained in Section 2.5.2 of the UDC as amended from time to time.

E. Minimum Lot Size:

18,000 SF

F. Setback Requirements:

1. Setbacks from West Main Street: 25 ft.

2. Setbacks:
   a) Front Yard: 20 ft.
   b) Rear Yard: 10 ft.
   c) Side Yard Setback:
      - Interior Lot line: 10 ft.
      - Corner lot shall observe front setbacks on both abutting rights-of-way.
   d) Other:

Setback from the northerly lot line of Lot 12, of the Final Plat of a Resubdivision of the Crystal Village PUD Filing No. 3, Lots 2 through 7: 20 ft.

3. Lot width, depth, and side yard setbacks may vary if approved through the subdivision process in order to allow townhomes to be subdivided. Zero lot lines may be established at the time of subdivision.

G. Lot Coverage Requirements:

1. Open Space:

   A minimum of 10% of the total area for each lot shall not be covered with any impervious surface or gravel.

2. Impervious Surface: 

Page 3 of 5
Maximum of 90% (includes principal building, parking and gravel or water impervious surfaces).

H. Maximum Building Height:

27 feet as measured according to Section 3.8.4 of the UDC as amended from time to time.

I. Utility and Drainage Easements:

1. No structures, planting or other materials, except lot line fencing, shall be placed or permitted to remain within the utility and drainage easements which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or obstruct or retard the flow of water in and through drainage channels located within the easements.

2. The easements within each lot and all improvements therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or one or more utility companies are responsible.

J. Parking:

1. The number, dimensions and specifications of all off – street parking spaces shall be those contained in Section 5.8 of the UDC as amended from time to time.

2. Tandem parking spaces may be used to satisfy parking requirements on all lots when space serves an identified and specific individual residential unit.

3. Designated parking garages are required to be available for the parking of vehicles. Designated parking spaces within the garage shall not be utilized for storage. This availability is required to be provided in the CCR’s for the particular project.

4. Garages may not be converted into living space or office space.

K. Storage:

The storage of campers, trailers or storage equipment, miscellaneous materials or other personal property shall not be allowed outside of any building or designated storage area. Storage of inoperable vehicles as defined by the Carbondale Municipal Code is prohibited. These prohibitions
shall be included in any CCR's and shall only be changed with the permission of the Town of Carbondale.

L. Fencing:

Fences 6 ft. and under shall be allowed on all property lines except within the front yard (25 ft. setback) where fences shall observe a 42 inch maximum height.

M. Uses Not Listed: Refer to Section 4.2.4 of the UDC as amended from time to time.

N. Future Development/Redevelopment:

Any new development/redevelopment plan of any lot shall be subject to the process and criteria in Section 2.5.3 – Site Plan Review of the UDC as amended from time to time.
Affidavit of Mailing

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

Date of mailing:       APRIL 24, 2017
Posting:              APRIL 23

Subscribed and sworn before me this 1ST day of May, 2017.

[Signature]
JEANNE HAYES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20104044492
MY COMMISSION EXPIRES OCTOBER 19, 2018
(Notary)

My commission expires: 10/19/2018
Board of Trustees Agenda Memorandum

Item No: 7
Attachment: H
Meeting Date: 5/9/17

TITLE: Roaring Fork High School – Mental Health Counselor Position

SUBMITTING DEPARTMENT: Town Manager

ATTACHMENTS: RFSD- Student Attitudes and Behavior Survey
Student letter

BACKGROUND:
The Town Board commenced partial funding of a school based clinician in 2013. The school district has represented that this has been a highly successful partnership and program.

DISCUSSION:
The Board has been supportive of funding this program since 2013 at various levels. If the Town was to fund it in 2017, it would be for the 2017/2018 school year.

A complete copy of the 2015 Healthy Kids Colorado Survey Results (150 pages) was emailed directly to the board.

FISCAL ANALYSIS:
Payments for the program have been:
6/25/13 $10,000
9/9/14 $15,000
10/13/15 $20,000
9/13/16 $30,000
Budgeted for 2017 in the Marijuana Education line item: $30,000

RECOMMENDATION:
Town Staff recommends that the Board of Trustees approves the funding for the School-Based Clinician program for the 2017-2018 school year.

Prepared By: Jay Harrington

__________________________
JH
Jay Harrington
Town Manager
Roaring Fork School District  
FCD Student Attitudes and Behavior Survey – November 2015  
Classroom Integration Data

Statistics include data from Carbondale Community School, Carbondale Middle  
School, Roaring Fork High School, and Ross Montessori School.

General Open-ended Questions:

- Most students at Roaring Fork School District’s Carbondale schools (69%) in grades  
  6-12 do not have a friend they think has an alcohol or other drug problem. For those  
  who do, what types of behavior or warning signs might cause concern?

- A majority of Carbondale students (87%) do not think the social atmosphere at their  
  school encourages alcohol use. What do you think this says about the social  
  atmosphere?

- Only 11% of students say they feel pressured to drink. What kind of pressure might  
  this minority of students be talking about? How can students resist such pressure  
  and make healthy choices instead?

- The vast majority (88%) of Roaring Fork High School students in grades 9-12 do not  
  think it is “cool” to get drunk. What would you define as “drunk”? Does this feel like  
  an accurate percentage to you? Why or why not? Why do you guess so few students  
  might think getting drunk is cool?

Questions about false normative beliefs:

- What percent of 6th-12th graders do you think said they had never had a whole drink  
  of alcohol (define whole drink)? Answer: 71%

- What percent of kids in grades 10-12 said they either do not drink at all, or typically  
  drink once or twice a year or less? Answer: 82% (Most older students!)

- In general, Carbondale students dramatically overestimated alcohol and other drug  
  use, and underestimated abstinence from alcohol and marijuana, on the part of their  
  peers. Why do you think this is?

- Most (69%) of the 9th graders said they typically never drink, but very few (15%) of  
  the 9th graders believed that their 9th grade peers typically never drink. Why?

- Less than one out of five students in grades 6-12 (17%), and approximately one out of  
  three upper school students (36%), has ever used marijuana, even one time. Does  
  this feel real?
Andrea Pazdera has been one of the most positive influences in my life. Her role has been fundamental in my success as a student. I was really struggling with depression throughout high school – my grades were very good but my mental wellbeing was abysmal. I struggled with getting to school and felt the world would be better off if I weren’t alive. I tried my best to be helpful and honest to those around me, to keep people happy and unaware of my crippling sadness and despair... I didn’t feel I was able to approach and talk to any of my teachers about what was happening in my life. I felt stuck and wanted to give up. Things became very dark for me.

I remember when I first walked into Andrea’s office early my senior year. After a particularly tough time back home, I just couldn’t handle school that morning. I couldn’t keep the mask on any longer... I broke down and she was extremely supportive and kind. Andrea has helped keep me safe and find reasons to keep going... For me, academics came naturally, but life was volatile. Senior year I was accepted into ______ and Andrea helped me figure out what that meant for me. There were many smaller things I was having problems with, and Andrea was right there whenever I needed help. Even now that I’m halfway across the country Andrea is still being extremely supportive and helpful.

Had Andrea not been so open and accessible at school I’m not sure what would have happened to me. Depression has had a major hold of me and without her help I’m not sure I’d still be alive. I may not have graduated or have attended ______. I still struggle, and Andrea is still extremely supportive and helpful. At school, I had friends who also met with Andrea to try to work through their problems and pains. They have all expressed gratitude about having someone to talk with when life becomes overwhelming and heavy.

As a student who has had lots of difficulty with life, I believe that Andrea is as valuable as any teacher at Roaring Fork High School. Her impact on the student body is deep and profound. When a student is considering ending their own life, grades and test scores become trivially unimportant. Her role as a therapist at school has had massive implications for my life and for the lives of those around me. She has improved the school massively, helping those who are quietly sinking and keeping them from drowning. I am absolutely sure she has prevented many small issues from becoming larger tragedies.
Cathy Derby

From: Jay Harrington
Sent: Tuesday, May 02, 2017 12:50 PM
To: Cathy Derby
Subject: FW: Agenda Item

For the packet.
Thanks
Jay

From: Mike Chiropulos [mailto:mike@chiropoloslaw.com]
Sent: Tuesday, May 02, 2017 12:18 PM
To: Jay Harrington
Subject: Agenda Item

In April 2017, Pitkin County and Wilderness Workshop filed a stand-alone Complaint challenging BLM's decisions granting suspensions of SG's 18 leases in the Thompson Divide before the leases were cancelled by BLM's 2016 Lease NEPA decision. The stand-alone Suspension Complaint asserts that the leases should have been allowed to terminate for lack of development during the ten-year primary terms, rather than suspended. The question is whether the Town wishes to join the litigation filed by Pitkin and the Workshop as a co-Plaintiff.

This legal strategy would complement intervention in the case filed by SG challenging BLM's decision to cancel the 18 unlawfully issued SG leases in Thompson Divide. In that case, the Town supports BLM's decision to cancel the Divide leases. BLM's decision was based on federal law and informed by a comprehensive NEPA process in which the Town and other interested local governments participated as Cooperators. BLM's decision was also consistent with the White River National Forest decision protecting the Divide by closing it to future oil and gas leasing; and the overwhelming majority of public comments urging protection of Thompson Divide.

###

s/

Mike Chiropulos
Attorney & Counselor, Chiropulos Law
1221 Pearl Street - Suite 11 * Boulder CO 80302
mike@chiropoloslaw.com
303-956-0595
"Because it's not the size of the firm in the fight, it's the size of the fight in the firm"

Please contact sender immediately if you may have received this email in error, because this email may contain confidential or privileged information
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Memorandum

Item No: 9
Attachment: J
Permit No:
Meeting Date: 5/9/2017

TITLE: Kay PUD Lot 12B Housing Mitigation Plan

SUBMITTING DEPARTMENT: Planning

ATTACHMENTS: Housing Mitigation Plan

BACKGROUND

The applicant submitted a Housing Mitigation Plan as required for a development that included an original 9 units in Building A (original Community Housing Plan approved in 2008) and now proposed 18 residential units in Building B.

The original Community Housing Plan approved by the Board of Trustees on July 28, 2008 recorded at the Garfield County Clerk and Recorder at Reception Number 753180, called for the deed restriction of 7 residential units. Three (3) units were to be AMI Category units and four (4) units were to be Deed Restricted Priority Units as defined by the agreement. These units were to be placed in Building B once constructed.

Discussion

A developer requesting the Special Review shall demonstrate that they exceed the Affordable housing requirements as required in the UDC and the Guidelines as adopted. This requirement is to provide 20% of the total units as AMI units, as well as 20% of the remaining units as Resident Owner Occupied (R.O.).

The applicant is proposing the amounts of AMI and RO units below,

Total of 27 units in both Building A(existing) and Building B (proposed).

Five (5) RO units (4 RO units are required)
Six (6) AMI units (5 AMI units are required)

Total of 11 Restricted units (9 required by Code)

The applicant is requesting a variance to restrict the AMI units as Category 2 and Category 1 Units rather than the required sequencing as below, Staff is supportive of the request as the lower price ranges and income ranges will make the units available to wider range of owners.

**Sequencing of Units**

Code requires that units be sequenced as below:

1. First mitigation unit: Category 2 (100% AMI)
2. Second mitigation unit: Category 1 (80% AMI)
3. Third mitigation unit: Category 3 (120% AMI)
4. Fourth mitigation unit: Category 4 (150% AMI)

The Board may grant a variance when it is deemed to be in the best interest of the community and when it furthers the overall goal of promoting affordable housing. the Board shall approve variances only in these instances where, in the Board of Trustees' opinion, the overall outcome will advance the goal of obtaining affordable housing in a manner which meets or exceeds the requirements

Variances may be granted, but are not limited to the following instances:

1. Where a developer provides incentives which further the purposes of this Article.
2. Where a developer proposes voluntary restrictions on housing units being constructed which further the purposes of this Article.

**Sale Prices of Units**

The maximum sales prices for these units are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Price Range</strong></td>
<td>$218,225 To</td>
<td>$280,575 To</td>
<td>$326,150 To</td>
<td>$421,200 To</td>
</tr>
</tbody>
</table>
$256,550  $329,850  $383,350  $470,475

Categories 1 through 4 represent 80%, 100%, 120% and 150% AMI respectively.

MAXIMUM GROSS INCOMES AND ASSETS BY CATEGORY 2016

<table>
<thead>
<tr>
<th>Category 1</th>
<th>Category 2</th>
<th>Category 3</th>
<th>Category 4</th>
<th>R.O.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Dependents</td>
<td>$55,760</td>
<td>$69,700</td>
<td>$83,640</td>
<td>$104,550</td>
</tr>
<tr>
<td>1 Dependent</td>
<td>$63,260</td>
<td>$77,200</td>
<td>$91,140</td>
<td>$112,050</td>
</tr>
<tr>
<td>2 Dependents</td>
<td>$70,760</td>
<td>$84,700</td>
<td>$98,640</td>
<td>$119,550</td>
</tr>
<tr>
<td>3 or more Dependents</td>
<td>$78,260</td>
<td>$92,200</td>
<td>$106,140</td>
<td>$127,050</td>
</tr>
<tr>
<td>Maximum Net Assets</td>
<td>$150,000</td>
<td>$175,000</td>
<td>$200,000</td>
<td>$225,000</td>
</tr>
</tbody>
</table>

RECOMMENDATION

Staff would recommend the following motion:

**Move to approve the Housing Mitigation Plan for Lot 12B Kay PUD and to approve the requested variance to restrict the AMI Units as Category 1 and 2, 80% and 100% AMI respectively.**

Prepared By: John Leybourne
LOT 12-B KAY PUD - Affordable Housing Mitigation Plan

A Housing Mitigation Plan is required for any proposal in Kay PUD as part of the Special Review for Site Plan, Architectural Design process, and per Section 5.1. 1.8 of the Carbondale UDC for any project or development exceeding four (4) residential units and must be approved by the Board of Trustees. Please see below information on amount of units and the categories proposed:

Five (5) Resident Occupied Units:
1. Three (3) one (1) Bedroom units located on the top floor facing Red Hill (North).
2. One (1) one (1) Bedroom unit located on the first floor facing Red Hill (North).
3. One (1) one (2) Bedroom unit located on the top floor facing Building A (South) on the East end of the building.

Six (6) AMI Units:
1. Three (3) one (1) Bedroom units located on the top floor facing Building A (South).
2. One (1) two (2) Bedroom unit facing Building A on the top floor (South).
3. Two (1) one (1) Bedroom unit on the first floor facing Red Hill (North).

Please Note:
- One Unit in Bld A (#2639) will remain with a 2% RETT in perpetuity.
- One Unit in Bld A (#2645) shall be released for sale on the free market per 4th Amendment to said Housing Agreement.

Maximum Unit Sales Price: Carbondale Affordable Housing Guidelines - 2016

<table>
<thead>
<tr>
<th>Category</th>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Range</td>
<td>$218,225-$256,550</td>
<td>$280,575-$329,850</td>
</tr>
</tbody>
</table>

Project Break Down:
Total Number of Units (Proposed): 27 (Lots 12A AND 12B)

Affordable Housing Plan - Lot 12 B KAY PUD
Total Deed Restricted: 11
Percent Deed Restricted: 41%

**Marketing of Free Market Units:**

The Free Market units are intended to be sold at fair market value as dictated by market conditions once the project is completed or once units are pre-sold, whichever should occur first.

**Project Background:**

The Kay PUD is located East and North of Dolores Way and West of 133. The PUD was created in the mid-1990’s with the intention of offering opportunity for light industrial/commercial uses - also to allow residential as an accessory use. After the RFTA Park & Ride was constructed the PUD was Amended to allow increased Residential density AND height if a developer could justify these as part of a Transit Oriented Development Plan or as part of a Live/Work project. Any projects that pursue this increased Residential density or Height Increase must have a Site Plan approved by P & Z that meet several criteria. Lots 12 A and 12 B were purchased by Rick Balentine under the name of Balentine Carbondale Holdings, LLC in 2007. Rick received the ability to build approximately 20,000sf of commercial and 16 residential dwelling units as part of the original land-use approvals. As part of the approval, Rick was to provide 3 AMI category units and 4 “community benefit units” which had special deed restrictions. The deed restrictions were somewhat complicated but were composed of the following:

- The developer retains the right of first refusal to purchase and or rent/sell the units to his/her employees as per the original housing agreement.
- If the developer did not exercise the option, any commercial business with ownership in Lot 12A or B had a second priority for purchase.
- Third priority was given to any other business with in KAY PUD, including RFTA.
- Following this progression, the unit(s) would be offered to any “critical” worker in the community - then any qualified resident purchaser.
- The right to purchase restriction was applicable in perpetuity to the original sale and resale of each of the designated units.

Affordable Housing Plan - Lot 12 B KAY PUD
Development of 12A was completed - Included in said project:
- Solar array on the South side of the building (12A).
- Pedestrian Bike/walking path which extended along the North boundary of the entire KAY PUD and linked to the Rio Grande trail, the northern parts of the Kay development, the Community School, and sections of Satank.
- A pedestrian path easement was put in place as part of the platting running north/south through 12A & 12B.

As part of the approvals, all the “deed restricted/affordable” units were proposed to be built on Lot 12B. Two Units in the first building that were constructed could not be sold and were reserved for affordable housing in case Lot 12B development did not occur. A Housing Agreement between the Town and Mr. Balentine was entered by both parties related to the Affordable Housing requirement. There were four amendments to the Housing Agreement. At this time one unit in Building A is STILL being held in reserve (Unit 2645). One Unit has a 2% RETT in perpetuity (Unit 2639). This unit sold in 2016 and the town was paid more than $8,5000 as per the RETT agreement.

Balentine Carbondale Holdings LLC had submitted and application in July to amend the development plan for Lot 12B as well as the Affordable Housing Mitigation Plan. The updated and approved Development Plan includes 18-Units (9 One Bedroom units and 9 Two Bedroom Units). The commercial was removed from the application request and P & Z approved the Site Plan and Architectural Review unanimously at their September-22-2016 meeting. The NEW affordable housing plan is being brought to the Board of Trustees for consideration. Balentine Carbondale Holdings LLC has revised the Affordable Housing Units and has met and exceeded all Town requests and requirements.

**Discussion on Affordable Housing Plan**

Rick’s original concept back in 2007 was to build commercial space for his company’s use and to provide affordable housing for his employees AND those “critical workers” in the Carbondale community and Roaring Fork Valley. As part of the approval Rick developed an extensive trail network linking the Rio Grande trail to the Community School, including the construction of fence between Community School and paved trail at the Affordable Housing Plan - Lot 12 B KAY PUD
northern portion of Kay PUD, and Satank to the RFTA Park & Ride. This path was costly, took considerable planning and legal time - the solar array also took considerable resources. All of this was done in the initial stages of the project and a letter of support is attached from the Community School. Please note this letter was attached at our last meeting as well.

After much thought and effort, the Project Team is confident that the newly revised Affordable Housing Plan is acceptable and exceeds all requirements. The mix of AMI and R/O units does exceed the requirements as per Kay PUD. The developer proposed to obtain fee waivers available for Affordable Housing Units as per Section 6.3.1 B of the UDC.

Thank you for your time and we are happy to answer any/all questions.

Sincerely,

Rick Palomino

March 15th, 2017
August 5, 2016

Town of Carbondale
Planning Department
c/o John Leybourne, Planner
511 Colorado Avenue
Carbondale, CO 81623

Re: Balentine Carbondale Holdings, LLC
Lot 12B, Kay PUD, Phase II

To Whom It May Concern:

Thank you for the Public Hearing Notice. Rick Balentine also contacted us directly to share the proposed plans. Rick has been a supportive and communicative neighbor of the Carbondale Community School (CCS). We have no objection to his current plans.

It will come as no surprise that, like most people in Carbondale, we treasure our view of Mount Sopris. Students at CCS spend hours every day playing outside with the mountain in the background. Rick is aware of our hopes to preserve the view plane as much as possible and his two-story structure reflects his effort to do his best in that regard. We have appreciated Rick’s sensitivity to CCS as plans for his property have evolved through the years.

Please contact me at 970 923-4646 x 130 if you have any question.

Sincerely,

Skye Skinner
Executive Director
TOWN OF CARBONDALE
PUBLIC WORKS
511 Colorado Avenue
Carbondale, CO 81623

Board of Trustees Agenda Memorandum

Item No: 10

Meeting Date: May 9, 2017

TITLE: Carbondale Landfill Remediation

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: Area Map, Agreement

BACKGROUND
From 1979 to 1993, the Town of Carbondale operated a landfill located on property north of Highway 82 and west of County Road 100 as shown on the attached map.

DISCUSSION
In the early 1990's, the decision was made to discontinue Town operations of the landfill. A monitoring well was installed in 1991, and a closure plan was submitted to the Colorado Department of Public Health and Environment (CDPHE) in 1992. The main components of the closure plan were two feet of cover material placed over the landfill, and then a 10-year period of establishing vegetation and monitoring.

On July 26, 2005, CDPHE conducted a compliance inspection that was intended to be the final post-closure care closeout inspection. CDPHE prepared an inspection report based on this visit, but no final approval was ever documented. During 2010, a series of events unfolded that led to the realization that final approval of the post-closure of the landfill had never been given. This led to another inspection in August of 2010. During that inspection, it was noted that the area that was used and closed by the Town "meet the requirements of the closure and post closure plan, the Act and the Regulations." However, the facility was found to be in "Non-Compliance" because construction debris was observed in the southern portion of the property that was leased by the Town.

This area was investigated and it was found that the owner of the property had allowed construction debris to be placed in this area sometime between 2005 and 2010. None of the debris was placed by the Town nor was its disposal in this location approved by the Town. The owner of the property ultimately received violation notices and was required to remediate the areas where the construction debris had been placed. The net effect of this was that the CDPHE
would not sign off on the landfill site until the construction debris was mitigated. The owner did begin remediation efforts and is close to being done with that work.

In the fall of 2014, the Town was notified by the owners that sink holes were developing in the cap of the old landfill. The town visited the site and has been working on a plan to address the sink holes as well as other areas of subsidence that have occurred on the cap. The plan was approved by both the owner and the CDPHE earlier this spring. The plan consists of placing approximately 800 cubic yards of material to fill the sink holes and regrade an area (slightly less than one acre) on the cap of the old landfill followed by hydro-seeding the area to reestablish the vegetation. Quotes were solicited from local contractors to perform the work, and the low quote received was from Canyon Excavating out of Glenwood Springs in the amount of $26,192.00. It should be noted that the quote was based on estimated quantities and the final cost may fluctuate based on the actual amount of material used. Of further note, we are exploring options for acquiring excess fill from other projects in the valley. If successful, this may reduce the overall cost.

**FISCAL ANALYSIS**

Funds were allocated in the 2017 budget for this work.

**RECOMMENDED MOTION**

Approve the quote from Canyon Excavating, LLC, and authorize the Mayor to execute the attached agreement with Canyon Excavating, LLC.

Prepared by: Kevin Schorzman

________________________________________________________________________

Town Manager
2017 Landfill Remediation

CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Canyon Excavating, LLC ("Contractor"), and the Town of Carbondale, Colorado, a Colorado home rule municipal corporation ("Town"). This Agreement is to be effective May 9, 2017, regardless of the date of signature(s) below.

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

1. **Work.** The work generally consists of placing and compaction of approximately 800 cubic yards of three inch minus material and reseeding the disturbed area at the old Town of Carbondale landfill located off of County Road 100, north of Highway 82.

2. **Compensation.** Contractor will be paid for the work to be performed pursuant to this Agreement at the unit prices listed in quote CX-89 dated April 26, 2017.

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

4. **Independent Contractor Status.** Contractor shall perform all services and procure all materials as an independent contractor, retaining complete control over Contractor’s personnel, any subcontractors, and operations.

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

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

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

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

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(2).

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

a. Contractor shall supervise and direct the Work, using Contractor’s best skill and attention, and Contractor shall be solely responsible for all 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 the Work 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 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 all federal, state and local rules, regulations, orders, statutes and ordinances. Any Work not conforming to these requirements shall be considered defective.

c. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or
requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials on or about the Premises.

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

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

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

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

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

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

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

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

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

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

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

11. **Timing.** Time is of the essence. All Work shall be completed within two months of the date of this agreement, unless otherwise agreed in writing by the Town Manager or Public Works Director and Contractor.

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

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

14. **Termination.**

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

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

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

15. **Dispute Resolution.** This Agreement shall be construed, interpreted and governed by the laws of the State of Colorado. In the event that legal proceedings are instituted by either of the parties for enforcement of this Agreement, such proceedings shall be brought in the Garfield County District Court. The prevailing party in any such dispute shall be entitled to an award of reasonable attorneys' fees and costs, including expert witness fees.
16. **Binding Effect/Assignment.** This Agreement shall be binding upon the parties hereto, their partners, successors and assigns. This contract and the documents incorporated herein by reference constitute the entire agreement between the parties and may be altered, amended or repealed only by duly executed written agreement. Neither party will assign the contract without the written consent of the other. Contractor will not be relieved of any of the responsibilities of this contract by assigning or subcontracting the work or any portion thereof.

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

18. **Equal Opportunity Employer.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the equal opportunity laws. Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal, state, or local laws and regulations.

19. **Governmental Immunity.** 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.

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

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

   To the Town:  Town Manager
   Town of Carbondale
   511 Colorado Avenue
   Carbondale, CO 81623
Copy to: Town Attorney  
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623  

To Contractor: Canyon Excavating, LLC  
545 Canyon Creek Drive  
Glenwood Springs, CO 81601

22. **Entire Agreement.** This Agreement shall be binding upon the parties hereto, their successors and assigns. This contract and the documents incorporated herein by reference constitute the entire Agreement between the parties and may be altered, amended or repealed only by duly executed written Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ______ day of ________, 2017:

**TOWN:**  
TOWN OF CARBONDALE  
a Colorado home rule municipal corporation  

By: ________________________________  
Dan Richardson, Mayor

**ATTEST:**
______________________________

**CONTRACTOR:**  
Canyon Excavating, LLC  

By: ________________________________  

Its: ________________________________

STATE OF COLORADO  
COUNTY OF GARFIELD  

The foregoing AGREEMENT was acknowledged before me this _____ day of _____, 2017 by ________________________________.

Witness my hand and official seal.

My commission expires: ________________________________

______________________________  
Notary Public
Topic: Private support for town funded events

Background:

We accept and acknowledge support from individuals for town sponsored events i.e. rodeo, special events. Etc. These events the sponsorship usually is used in advertising or announcements from the stage, etc. These announcements and displays are of a temporary nature.

We have acknowledged gifts on permanent displays such as the marble donated by the marble quarries that is on the base of our statues.

We have a specific case here where a community business of long standing would be willing to donate the cost of an app that would enable people to hear the artists explain their vision in their own words. Their underwriting would be acknowledged in advertising and on a small plaque on the base saying that this app was underwritten by ABC Corp.

It is more important we come with guidelines for future benefactors. One approach might be any such gift would have to be approved by the board on a case by case basis.

We might also say that it is okay on temporary shows But permanent shows would require approval as an exception to our guidelines.
MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday, April 13, 2017

Commissioners Present:  
Michael Durant, Chair  
Yuani Ruiz, Chair Pro Tem  
Marina Skiles  
Gavin Brooke  
Ken Harrington

Staff Present:  
Janet Buck, Planning Director  
John Leybourne, Planner  
Mary Sikes, Planning Assistant

Commissioners Absent:  
Jay Engstrom, 2nd Alternate  
Jennifer Gee DiCuollo  
Jeff Davlyn

Other Persons Present  
Brad Crawford, CBS Village Lane LLC  
Mark Chain, Mark Chain Consulting

The meeting was called to order at 7:03 p.m. by Michael Durant.

March 16, 2017 Minutes:

Ken made a motion to approve the March 6, 2017 minutes. Marina seconded the motion, with Yuani abstaining and they were approved unanimously.

March 30, 2017 Minutes:

Ken made a motion to approve the March 6, 2017 minutes. Yuani seconded the motion, and they were approved unanimously with Yuani & Marina, abstaining.

Yuani disclosed that he has done business with the applicant but that he has no conflict.

Gavin arrived.

Public Comment-Persons present not on the agenda

There was no public comment

CONTINUED PUBLIC HEARING – CBS Village Lane LLC – Major Site Plan Review  
Location: Lot A, Village Lane, west side of Hendrick Drive & south of the RFTA offices

John said that this is an application for a Major Site Plan Review to allow seven (7) townhome units. He stated that the Planning Commission is required to hold a public
hearing and make a recommendation to the Board to approve the request, approve the application with conditions, or deny it. He continued by saying that the Planning Commission may also continue the public hearing.

John stated that the Major Plat Amendment is reviewed under section 2.6.5, Final Plats and then is reviewed by the Board of Trustees.

John explained that this application also requires a Housing Mitigation Plan that is reviewed by Staff.

John stated that Ordinance No. 20, Series of 2016 approved zoning changes to the Crystal Village PUD and also allowed the subject parcel, Lot A, to be developed as a residential land use.

John said that this would only happen after a plat note was removed that stated that the lot would be developed as commercial only. He added that this is accomplished by a Major Plat amendment reviewed by the Board of Trustees.

John stated that this application meets the zoning and setback requirements as well as the height and open space requirements.

John noted that there is an error in the provided rear yard setback and that it should read 52 feet and 6 inches.

John said that the landscaping requirements have been met.

John finalized his Staff report by saying that the parking requirements have also been met through the use of garages and on-site parking.

John recommended approval of the Major Site Plan with the following conditions and findings:

**Conditions:**

1. All lighting shall be in compliance with Section 5.10 of the UDC (Exterior Lighting).

2. The ownership and maintenance of the irrigation system shall be addressed in the Development Improvements Agreement.

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

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

5. That the Applicant shall receive approval from the Board of Trustees for the Housing Mitigation Plan.
6. The Applicant shall indicate either a screened refuse storage area or a refuse pick up plan.

**Findings - Site Plan Review Criteria:**

1. The site plan is consistent with the Comprehensive Plan The site plan is consistent with the purposes section of the PUD;

2. The site plan complies with all applicable development and design standards set forth in this Code; and

3. Traffic generated by the proposed development is adequately served by existing streets within Carbondale.

Mark Chain introduced himself and the applicant, Brad Crawford. He gave the historical timeline of the Crystal Village PUD and the commercial/office zone text amendment. He outlined the following:

- The zone text amendment took seven months.
- Lot A was previously discussed and the P&Z had been informed that a residential - only application would be forthcoming.
- The Landscape Plan was revised to reflect a 20' landscape strip.
- The access easement for the residential building next door and the proposed buildings is entirely on Lot A.
- The Rockford Ditch east of the property and its path through the PUD.
- This application was intended to set a theme for the neighborhood as well as mirror the existing residential building to the south.
- He stated that the HOA maintains the landscaping for the existing building and that they would do so for the proposed building as well.
- Mark presented a fly-over of the proposed building on the screen, he said that they could change up the materials as well as extend the metal.
- Mark explained elevations displayed, he said that the two bedroom units would be 1300 square feet and that the 3 bedroom units would be 1600 square feet.
- He pointed to the two decks for each unit and he outlined the storage, private open space percentages, as well as the multi-family guidelines from the UDC.
- Mark stated that this application meets zoning parameters and exceeds the open space requirements.
- Brad stated that architectural changes could be made and asked the Commission for suggestions.

Michael noted an error in the setback.

John recommended removal of condition 6.

Marina asked when the architect was going to draw up the revisions.
Mark said at the time of building permit submittal.

Gavin asked if the applicant was open to discussion of the design.

Brad stated yes and that their goal was to bring forth an agreeable design as well as provide needed housing for Carbondale.

Marina asked if the UDC standards apply to the PUD.

John said yes they do.

Marina stated that she wants to see the building designs per Section 5.6.5 of the UDC. She outlined design requirements that had not been met, under the UDC.

1) Doorways look the same for each unit.
2) Provide relief.
3) Varying setbacks and building heights.
4) No differentiation between units.

Gavin added that the Cerise building has two materials and that the cedar shake is real. He said that there are breaks in material for each unit and that there is elevation relief with bay windows making separate facades. He suggested having buildings fall with the grade. Gavin continued by saying that the addition of private front yards could be obtained with a small fence for each individual unit. He gave the Mountain Sage Development on Main Street kudos for their fenced private yards. He stated that he understands the balance of design and affordable housing constraints that Michael pointed out. Gavin said that 2.a.ii says to break up large wall surfaces.

Brad suggested that they could move one building and jog entrances on the three plex. He said that he would be happy to change some of these items.

Gavin suggested the following:
1) Emphasis on identifying individual units
2) Sense of privacy.
3) Spiral stairs offer a layer of interest.
4) Two elements over front door.
5) Bay windows.

Ken said that even a foot or two shift would help the buildings, not requiring a radical redesign.

Brad offered up the suggestion of taking eight inches off of each building on the north side to enable shifting buildings. He said that he wants the buildings to look contemporary in design. Brad said that he wants suggestions and that he appreciates affordability.
4/13/2017

Marina stated that it would make it less monotonous.

Gavin asked why there was an eighty foot wide driveway.

Mark Chain explained because of a maintenance agreement. He said that involving the existing building owners of the property to the south signing off would take time and that the building season would be lost.

Brad asked for clarification of Marina’s five points.

Marina said that she was just reading from the UDC Section 5.6.5.

Brad asked the architects on the Commission what their suggestion would be for the balconies.

Marina suggested looking at the Roaring Fork School District’s housing elevations. She said that these elevations remind her of school dormitories.

Yuani asked how you store snow without taking out parking spaces. He asked if the solar access has been met.

Gavin explained that the solar access addresses shading of buildings, not solar gain to the inside of the units.

Yuani said he would like to see a defined front yard or space for children.

Brad said that they could come up with something that fits the building.

There was no public comment.

**Motion to close the Public Hearing**

A motion was made by Gavin to close the Public Hearing. Marina seconded the motion and it was approved unanimously.

Gavin added that the checklist for a major site plan review asks for sample materials, an irrigation plan as well as a drainage/grading plan. He asked where all of that is.

John stated that samples were to have been brought.

Mark said that we sent updated plans.

Gavin suggested asking the applicant to come back with revised elevations and the material samples that we did not get. He also asked the applicant to include a definitive chart for pervious/impervious and the snow storage plan.
4/13/2017

**Motion**

A motion was made by Gavin to continue the Public Hearing to April 27, 2017 for a Major Site Plan Review and Plat Amendment, Applicant: CBS Village Lane LLC, Location: Lot A, Village Lane, west side of Hendrick Drive & south of the RFTA offices. Yuani seconded the motion and it was approved unanimously.

**Discussion of Appeal Process (Acting as Board of Adjustment)**

Property Owner/Building Permit Applicant: Pat Kiernan
Appellant: Mark Mahoney, et al. Location: 728 Euclid Avenue

Points of discussion:
- Janet stated that the Commission is not allowed to talk about the appeal itself.
- Janet stated that the Town Attorney directed her to draft the briefing schedule. She said that she was wanting the Commission to weigh in on the briefing schedule.
- Janet gave clarification of the P&Z and Board of Adjustment. She said that the Board of Adjustment will be hearing the appeal of a Staff member's decision with the issuance of a building permit.
- Janet reiterated the definition of exparte communication.
- Janet stated that it would be a DE novo hearing.
- The Sopris Sun newspaper article published today should be entered into the record.

**Motion**

Gavin made a motion to approve the briefing schedule. Yuani seconded the motion and it was approved unanimously.

**P&Z Interview**

The applicant to be interviewed was not in attendance at the meeting. Gavin asked if there could be further advertising to have more applicants for future interviewing. The Commission agreed that this was an amenable plan.

**Staff Update**

Janet said that Thompson Park is on hold and that the architect was going to be formally withdrawing both the land use application and the building permit applications.

Janet said that City Market/Kroeger would be deciding next week whether they would be moving forward with their building permit and recordation of the plat.

John stated that the senior housing project application that was submitted as R/MD was not in compliance with the zoning.
Commissioner Comments

Marina announced that she is writing a column in the Mountain Parent publication and that she just wrote an article about children's birthday parties.

Gavin asked when would the UDC discussion be.

Janet stated that it was scheduled and outlined on the bottom of this meeting's agenda.

Motion

A motion was made by Ken to adjourn. Gavin seconded the motion and the meeting was adjourned at 8:54 p.m.
MINUTES
CARBONDALE PUBLIC ARTS COMMISSION
APRIL 06, 2017

CALL TO ORDER
Cheryl Bumgarner called the Carbondale Public Arts Commission to order at 4:32 pm, on April 06, 2017.

ROLL CALL
The following members were present for roll call:

CPAC Members: Carol Klein, Member
Cheryl Bumgarner, Chair
Heather Bryan, Member
Sandy Smith, Member
Sarah Moore, Member
Sondie Reiff, Member
Susan Johnson, Member
Todd Richmond, Member

Town Staff Present: Angie Sprang, Boards & Commissions Clerk
Laurie Lindberg, Town Staff Liaison
Marty Silverstein, Board of Trustees Liaison

Observers & Guests: None Present

CONSENT AGENDA
Motion Passed: Heather Bryan moved to approve the minutes from March 01, 2017. Carol Klein seconded the motion, and it was unanimously approved.

PERSONS PRESENT NOT ON THE AGENDA
Mark Harris was present.

MEMBERSHIP APPLICATION REVIEW
The application of Monique Vidal was reserved.

RELEASE OF PRE-SHOW ADVERTISING
Motion Passed: Heather Bryan, moved to approve pre-show advertising for Art Around Town once artist contracts were received. Sondie Reiff seconded the motion, and it was unanimously approved.

FINANCIAL REPORT
Todd Richmond recapped that the general fund monies need to be spent by the end of the year or they will be lost.

AUTHORIZATION FOR UNDERWRITING OF OTOCAST APP
Cheryl Bumgarner led a discussion surrounding the underwriting of the proposed OTOCAST APP for rotating and permanent sculptures around Town.
Motion Passed: Heather Bryan, moved to approve the pursuit of underwriters for the purchase of the OTOCAST APP. Sarah Moore seconded the motion, and it unanimously approved.

STUDENT ART SHOW
Susan Johnson updated the commission on the student art show and indicated the show was cancelled.

RECEPTION REPORT
Sarah indicated that Peppino’s is on board with preparing the food for the reception. Sopris Liquors is donating wine. Sarah has obtained the liquor license.
SMALL SCULPTURE SHOW & AAT ADVERTISING & MARKETING PLAN FARWELL PARTY
Heather indicated this show was cancelled.

HOUSING FOR ARTISTS
Heather discussed the possibility of CPAC providing housing for artists for AAT. The Town doesn't endorse housing for the event, but members of the community can offer housing outside of the parameters of CPAC.

PERMANENT SCULPTURES LOCATION UPDATE
Cheryl discussed her meetings with artists and Tim Hagman for relocation of “Hanging in Limbo”, “Levee Break”, and “Helping Hands”. Cheryl has solicited bids for powder coating of “Helping Hands”. Cheryl and Tim are preparing a proposal to the Parks & Rec Commission to possibly relocate “Hanging in Limbo” to Miner's Park, and "Helping Hands" to the rec center.

Also discussed was the process and steps required to move “Levee Break”, and the concern for the durability of moving the sculpture to a new location. Steps required to move the sculpture include: researching background history of current location, moving restrictions, presenting a proposal to the Parks & Rec Commission for relocation to a park, compatibility with the park master plan at 3rd St. Center, cost to pour a new concrete pad, hiring an independent contractor to move the sculpture as Public Works questions the durability of moving the sculpture.

Motion Passed: Heather Bryan moved to move "Hanging in Limbo" to Miner's Park from the pool. Sarah Moore seconded the motion and it was unanimously approved.

PROPOSAL TO PURCHASE "HEART" AND LOCATION
Cheryl discussed the possibility of finding a local buyer for "Heart."

MAINTENANCE PLAN FOR PERMANENT SCULPTURES
A maintenance plan was discussed for the permanent sculpture collection. Town staff will research maintenance options for the art. Maintenance expense funding TBD. It was also discussed that CPAC needs to allocate a budget line item for maintenance of sculptures.

REPORTS
Cheryl Burngarner has been soliciting local businesses for donations in support of Art Around Town, and has found success with Alpine Bank and Sopris Liquor. Cheryl will continue fundraising/sponsorship efforts.

ADJOURNMENT
The April 06, 2017, regular meeting adjourned at 6:30 pm. The next regular meeting is on May 03, 2017 at 4:30 pm.

Respectfully submitted,

Laurie Lindberg
Assistant to the Director of Public Works