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| 6:00  | 2. Consent Agenda  
   a. Accounts Payable  
   b. BOT 6/20/17 Work Session Minutes  
   c. BOT 6/27/17 Regular Meeting Minutes  
   d. Liquor License Renewal – Allegria  
   e. Revolving Loan Fund Administrative Agreement | ATTACHMENT A  
ATTACHMENT B  
ATTACHMENT C  
ATTACHMENT D  
ATTACHMENT E  
BOT Action Desired |
| 6:05  | 3. Persons Present Not On The Agenda | |
| 6:15  | 4. Trustee Comments | |
| 6:30  | 5. Attorney’s Comments | |
| 6:35  | 6. Special Event Liquor License – Ascendigo Autism Services – Cowboy Up! | ATTACHMENT F  
BOT Action Desired |
| 6:45  | 7. Town Immigration Policies | ATTACHMENT G  
BOT Action Desired |
| 7:30  | 8. Ordinance No. 12, Series of 2017 – Approving Thompson Park Subdivision Improvement Agreement | ATTACHMENT H  
BOT Action Desired |
| 8:00  | 9. Emergency Ordinance No. 13, Series of 2017 - Approving Changes of Construction and Trash Hauling Hours and Giving the Town Manager the Ability to Make Modifications as Necessary to Respond to Glenwood Springs Bridge Construction Impacts | ATTACHMENT I  
BOT Action Desired |
| 9:00  | 10. Administrative Reports  
   a. Revolving Loan Fund 2nd Quarter | ATTACHMENT J  
Information Only |
| 9:00  | 11. Adjourn | |

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

Item No: Attachment A
Meeting Date: 07.11.17

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 07.11.17

DISCUSSION: The accounts payable include $8,400.00 to IRMW of Colorado for the annual storage yard fee for automobiles. The town share of the Gateway boat launch project was $3,297.00 paid to Roaring Fork Outdoor Volunteers. $30,902.79 was paid to Mueller Construction for the second draw on the Crystal Well house improvements.

The payroll for 6.30.17 was $164,289.39. Tax liability for the town was $10,029.92. Pension and Retirement liability was $10,093.68.

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

Renae
# TOWN OF CARBONDALE

## Payment Approval Report - by GL No

**Report dates:** 6/30/2017-6/30/2017  
**Page 1**  
**Jun 30, 2017 08:14AM**

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Total RECREATION DEPT: 1,493.00

01-4500-4000 | SELF FUNDED SPECIAL EVENTS | 76106 | SUAREZ, DULCE ANDREA | TRANSLATION FOR ONE TOWN | 6/27/17 | 1016339 | 06/27/2017 | 30.00 |

Total RECREATION DEPT: 30.00

01-4500-8201 | SPECIAL PROGRAMS | 7070 | BERENSON, MARK | FARMERS MARKET MUSIC PER | 6/22/17 | 1016338 | 06/22/2017 | 100.00 |
<p>| 01-4500-8201 | SPECIAL PROGRAMS | 92593 | ERNST, BRIAN | FARMER'S MARKET PERFORM | 6/28/17 | 1016340 | 06/28/2017 | 100.00 |</p>
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| 01-4520-2440 | PARK MAINTENANCE SUPPLIES | 56350 | WESTERN PAPER DISTRIBUTO TOILET PAPER INVOICE #28769 | 2474598 678 | 1016352 | 06/18/2017 | 166.04 |

**Total PARKS & CEMETERY DEPT:**
| 01-4520-3410 UTILITYS | 25760 HOLY CROSS ENERGY | 25760 HOLY CROSS ENERGY | WEAVER CEMETERY | 6/27/17 | 9953 | 06/27/2017 | 72.84 |
| 01-4520-3410 UTILITYS | 25760 HOLY CROSS ENERGY | GIANINETTI RESTROOM LIGHT | 6/27/17 | 9953 | 06/27/2017 | 20.53 |

**Total PARKS & CEMETERY DEPT:**
| 01-4525-3410 RV PARK UTILITIES | 54500 VERIZON WIRELESS | 54500 VERIZON WIRELESS | CELL PHONE RV PARK | 9787582384 | 62020 | 06/15/2017 | 17.19 |
| 01-4525-3410 RV PARK UTILITIES | 35420 MOUNTAIN WASTE & RECYCLI | 35420 MOUNTAIN WASTE & RECYCLI | RV PARK TRASH | 0000462765 | 9666 | 07/01/2017 | 393.34 |

**Total RV PARK:**
| 01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT | 15500 CULLIGAN | 15500 CULLIGAN | FILTERS FOR GATEWAY PARK | 477X019775 | 93028 | 06/21/2017 | 215.00 |

**Total RV PARK:**
| 01-4526-3410 BOAT RAMP UTILITIES | 35420 MOUNTAIN WASTE & RECYCLI | 35420 MOUNTAIN WASTE & RECYCLI | BOAT RAMP | 0000472294 | 9963 | 07/01/2017 | 335.00 |

**Total BOAT RAMP:**
| 01-4526-9360 BOAT RAMP IMPROVEMENTS/EQUIP | 43940 ROARING FORK OUTDOOR VO | 43940 ROARING FORK OUTDOOR VO | SPONSORSHIP OF GATEWAY B | 389 | 1016364 | 05/23/2017 | 3,297.00 |

**Total BOAT RAMP:**
| 01-4717-3530 TRASH COLLECTION | 35420 MOUNTAIN WASTE & RECYCLI | 35420 MOUNTAIN WASTE & RECYCLI | TOWN HALL DUMPSTER | 0000463221 | 9961 | 07/01/2017 | 691.35 |

**Total ENVIRONMENTAL HEALTH DEPT:**
| 01-4717-3980 RECYCLING OPERATIONS | 35420 MOUNTAIN WASTE & RECYCLI | 35420 MOUNTAIN WASTE & RECYCLI | TOWN HALL DUMPSTER | 0000463234 | 9967 | 07/01/2017 | 352.70 |

**Total ENVIRONMENTAL HEALTH DEPT:**
<p>| 14-4800-7000 CHAMBER OF COMMERCE | 9780 CARBONDALE CHAMBER OF C | 9780 CARBONDALE CHAMBER OF C | LODGING TAX | 7/3/17 | 9954 | 07/33/2017 | 8,070.50 |</p>
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<td>BRQUIETTES, SUNSCREEN, SO 143568</td>
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MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
JUNE 20, 2017

CALL TO ORDER:

Mayor Pro Tem Frosty Merriott called the Board of Trustees Work Session to order on June 20, 2017 at 6:00 p.m. in the Town Hall meeting room.

The following members were present:
Mayor Pro Tem          Frosty Merriott
Trustees            Katrina Byars
                      Ben Bohmfalk
                      Marty Silverstein
                      Erica Sparhawk
                      Heather Henry

Absent
Mayor                   Dan Richardson

Staff Present:
Town Manager          Jay Harrington
Town Clerk               Cathy Derby
Boards and Commission Clerk  Angie Sprang

JOINT MEETING WITH THE GARFIELD COUNTY COMMISSIONERS

Garfield County Commissioners John Martin and Mike Samson and the Carbondale Board of Trustees held their annual work session. Topics discussed included:

2018 Financial Challenges

• The County is facing a $5 million deficit due to decreasing oil & gas revenues, rising health care costs, etc. The Commissioners said that they are confident that they can make adjustments in their budget to make up the deficit.
• To date, Carbondale has experienced a 2.9% increase in sales tax revenue. Health insurance premiums continue to rise, the highly anticipated new City Market has stalled. The Trustees recently passed a water and sewer rate increase.

Road and Bridge Fund

• The Commissioners stated that the Road and Bridge Fund continues to be healthy. They have three (3) years of operating budget. The Commissioners stated that during budget discussions they will consider giving the Garfield County municipalities a grant using the same formula as they did in 2016.
Historic Preservation Concept and Funding

Mayor Pro Tem Merriott stated that the Historic Garfield County Citizens Initiative recently gave a presentation on the mill levy tax increase ballot question they are proposing. He noted that the tax seems to be a luxury compared to mental health funding shortfalls. Commissioner Samson explained that Grand River Hospital is putting a bond question on the November ballot. Other groups wanted to put a tax increase question on the ballot but Commissioner Samson convinced them that if you put too many tax questions on the ballot they will all fail. He noted that if the bond passes it will only affect Rifle residents.

Commissioner Martin stated that he is in favor of the Historic Preservation tax. If it passes it will affect the whole county.

Snowmass Drive

Trustee Bohmfalk stated that he and Commissioner Jankovsky walked Snowmass Drive on Monday. There is no sidewalk or trail from Sopris Drive to Main Street. The street is heavily used by students. The lack of a sidewalk/trail is a safety concern. The Commissioners will talk about funding the installation of a sidewalk at their next meeting.

Broadband Study

Jay explained that Carbondale has been working with Cedar Networks on broadband. He asked what can Carbondale do to team up with the County? Garfield County Manager Kevin Batchelder responded that the County is focusing on implementing wireless plans for rural Garfield County areas. He encouraged the Town to form a broadband coalition.

Regional Cooperation – housing, detox, and SANE

Housing - Trustee Henry stated that there is a group working to create a regional affordable housing authority that would extend to the western part of Garfield County. Trustee Martin noted that Rifle, Silt and Parachute do not have a housing problem, rather they have a glut of housing. He asked if the new housing authority would compete with the existing housing authorities.

Detox- Commissioner Martin stated that detox is done by case management and it is not working.

SANE (Sexual Assault Nurse Examiner) – Currently the closest SANE nurse (to Carbondale) is in Rifle. The Commissioners are looking at the possibility of adding a SANE as part of a Riverbridge extension.

Protecting Open Space That Surrounds Carbondale – Commissioner Martin noted that some of the open space has conservation easements (it can never be developed) and the rest of the land is in public ownership. Jay noted that the Town is working with
Aspen Valley Land Trust and Garfield County to acquire property at the bottom of Red Hill.

Trustee Merriott stated that he hopes the Commissioners will continue to support clean energy. He also thanked the Federal Mineral Lease District (Commissioner Samson is on the Committee) for funding the rodeo lighting.

**UPDATE ON CREATIVE DISTRICT**

Carbondale Creative District Governance Council members Amy Kimberly, Megan Currier, Kat Rich and Angela Bruno were present for the discussion.

Amy stated that the top five (5) projects that the Council wants to implement in 2017/2018 include:

1. Install Main Street information stations.
2. Improve the entrance to Main Street gateway
3. Install smaller way finding signage
4. Install a sculpture in the Rio Grande ARTway
5. Space to Create Affordable Housing

Amy also noted that:

- DeRail Park is under construction.
- The Latino Folk Art Garden design has been completed. The garden, located on the Rio Grande Trail, will have a hammock area, table and benches, big flower/pepper pots, murals and mosaics.
- RE-1 Carbondale Public Schools are transforming to Creative Learning Campuses. They hope to showcase students work, provide mentorships, and involve the senior Capstone project.

Discussion ensued on the Space to Create project. Amy and Jay have been working with the Department of Local Affairs (DOLA) on this project. DOLA may fund one-half of the cost of a needs assessment. There is also a possibility that the Town may be eligible for tax credits. If the project moves forward the Town will submit a planning grant to DOLA.
ADJOURNMENT

The June 20, 2017 work session adjourned at 8:40 p.m. The next regular scheduled meeting will be held on May 23, 2017, at 6:00 p.m.

APPROVED AND ACCEPTED

__________________________________________
Frosty Merriott, Mayor Pro Tem

ATTEST:

__________________________________________
Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
JUNE 27, 2017

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on June 27, 2017, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Dan Richardson

Trustees
Marty Silverstein
Erica Sparhawk
Frosty Merriott

Arrived after Roll Call
Trustees
Katrina Byars
Heather Henry

Absent
Trustee
Ben Bohmfalk

Staff Present:

Town Manager
Jay Harrington

Town Clerk
Cathy Derby

Finance Director
Renee Gustine

Attorney
Mark Hamilton

Planning Director
Janet Buck

CONSENT AGENDA

- Accounts Payable totaling $251,360.04
- BOT 6/13/17 Regular Meeting Minutes
- Liquor License Renewal – Sopris Liquor & Wine
- Recommendation for Appointment – Planning & Zoning Commission

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

4 yes votes: Silverstein, Sparhawk, Richardson, Merriott
PERSONS PRESENT NOT ON THE AGENDA

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

TRUSTEE COMMENTS

Trustee Sparhawk stated that she filled in for Mayor Richardson at the Mayor’s coffee. Pat Kiernan was there and he asked her why the Board of Adjustments (BOA) is comprised of the Planning & Zoning Commission and they not their own free standing Board. Mark explained that usually they are their own independent Board however, they haven’t met in several years so it has been temporarily disbanded. The Planning & Zoning Commission has the authority to fulfill the function of the BOA. Jay stated that the Town is currently advertising for BOA members.

Trustee Sparhawk informed the Board that the Dandelion Market is moving next to Rhumba Girl Liquors in the near future. Jay told the Board that the Town has received a Demolition Application to raze Dandelion Market and Theresa’s.

Trustee Silverstein announced that the Sopris Music Festival is July 7th. He told the Board that he volunteered for the Senior Matters concession stand at the rodeo and they raised over $600 dollars.

Trustee Byars arrived at the meeting.

Mayor Richardson asked the Board if they would authorize him to sign the Mountain Pact letter advocating for the protection of monuments. The Board unanimously agreed that Mayor Richardson should sign the letter.

ATTORNEY’S COMMENTS

The attorney did not have any comments.

SPECIAL EVENT LIQUOR LICENSE – CARBONDALE ARTS – MOUNTAIN FAIR

Carbondale Arts has applied for a Special Event Liquor License for Mountain Fair. All fees have been paid, and the Police Department has reported no problems with the applicant or the premises.

Trustee Byars made a motion to approve Carbondale Arts’ Special Event Liquor License Application for Mountain Fair. Trustee Sparhawk seconded the motion and it passed with:

6 yes votes: Sparhawk, Richardson, Silverstein, Merriott, Byars, Henry
2016 AUDIT PRESENTATION

Paul Backes of McMahan and Associates, gave a presentation on the 2016 Audit.

Key points included:

- The 2016 budget included a 3% cost of living increase for Town employees.
- Sales and Use Tax revenue increased 1.9% from 2015.
- The Town’s fund balance increased $549,344 which included the General Fund’s decrease of $164,467.
- The General Fund’s ending balance is $5,473,568
- The Town has a one year reserve balance.

Trustee Henry arrived at the meeting.

Discussion ensued.

Trustee Merriott suggested that staff should investigate self-financing the Recreation Center Bonds.

Trustee Silverstein made a motion to accept the 2016 Audit. Trustee Byars seconded the motion and it passed with:

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

ORDINANCE NO. 11, SERIES of 2017 – EXTENSION FOR CARBONDALE MARKETPLACE (CITY MARKET)

Joel Starbuck of King Soopers/City Market and Briston Peterson one of the landowners, were present at the meeting.

Janet explained that the Board approved King Soopers/City Market’s Subdivision application in March, 2016. The ordinance included a condition of approval that the subdivision plat, including associated documents, be recorded by June 14, 2016. Since that time, the deadline to record the plat has been extended five times. The current deadline is June 28, 2017. Joel sent the Town a letter requesting the deadline be extended for sixty (60) days.

Discussion ensued.

Joel Starbuck stated that he is now asking the Board for a ninety (90) day extension. The bids that they received were excessive as a result of a tremendous construction boom and King Sooper still hasn’t given him direction on the property.
Briston stated that from the developer’s standpoint they feel that they owe this development to the community. He stated that his partnership is losing money from this transaction but they are vested in the community and they have been very patient with this whole process.

The Board thanked Joel and Briston for their patience and perseverance.

Trustee Byars made a motion to approve Ordinance No. 11, Series of 2017, with the following amendment: the Board approves of a 90 day extension (60 day extension and an additional 30 day extension to record the subdivision plat.) Trustee Sparhawk seconded the motion and it passed with:

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

FAREWELL TO TRUSTEE BYARS

The Board thanked Trustee Byars for her years of service to the Town. They also presented her with a picture of Mt. Sopris.

ASPEN CLIMATE ACTION INITIATIVE

Mayor Richardson stated that this item was scheduled on the Agenda prematurely as the documents will not be ready for another week. The item was tabled and will be discussed at a future meeting.

DISCUSSION ON BRIDGE IMPACTS

Jay explained to the Board that the Glenwood bridge closure will impact Carbondale. As a result, Jay asked the Board for their thoughts on the following proposed schedule changes during the ninety (90) days that the bridge is closed:

- Change Town of Carbondale employee schedule to four (4) ten (10) hour days 7:00 a.m. to 6:00 p.m. Monday – Thursday with Fridays off.
- Change trash collection hours to 5:00 a.m. or 6:00 a.m. (currently trash collection begins at 7:00 a.m.)
- Change construction hours – a letter has been sent to construction companies asking them for their input. The Board agreed that they would like to hear from the construction companies.

Jay noted that the Board will need to pass an ordinance to change the hours of trash collection and construction. The ordinance should be written to allow for flexibility and should have the ability to adjust quickly.

Discussion ensued.
Trustee Meeting Minutes
June 27, 2017

The Board stressed that it is extremely important that staff advertise the change in hours. They agreed that trash hauling should begin at 6:00 a.m. and they want to hear from the construction companies before making a decision. They unanimously agreed that construction should be prohibited on Sunday.

Members of the Board requested more police presence in the roundabout and they are concerned with pedestrian safety on Highway 133. The Board requested that the variable sign should be placed near the high school.

TRUSTEE REPLACEMENT PROCESS

Trustee Byars confirmed that she is resigning and she will provide the Town with a letter on June 28, 2017.

Discussion ensued on whether to hold a special election or appoint a new trustee to fill Trustee Byars’ seat. Members of the Board were concerned that there are already two appointed trustees. However, the Board agreed they did not want to incur the cost of a special election. Cathy gave an outline of key dates in the appointment process.

Trustee Silverstein made a motion to appoint a trustee who will serve Trustee Byars’ remaining term (April, 2018). Also, the trustees should appoint someone as soon as possible. Trustee Henry seconded the motion and it passed with:

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

ADJOURNMENT

The June 27, 2017, regular meeting adjourned at 8:40 p.m. The next regularly scheduled meeting will be held on July 11, 2017, at 6:00 p.m.

APPROVED AND ACCEPTED

Dan Richardson, Mayor

ATTEST:

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

From: Gene Schilling
Chief of Police, Carbondale Police Department

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

Date: June 30, 2017

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

Andreas Fischbacher / Applicant

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

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

ALLEGRO
335 MAIN STREET
CARBONDALE CO 81623

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

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<td>A. Fischbacher</td>
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1. Do you have legal possession of the premises at the street address above? □ YES □ NO
   Is the premises owned or rented? □ Owned  □ Rented *If rented, expiration date of lease 6/1/2026

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

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

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

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

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

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

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<tr>
<th>Type or Print Name of Applicant/Authorized Agent of Business</th>
<th>Title</th>
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<tbody>
<tr>
<td>Andreas Fischbacher</td>
<td>Owner</td>
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Signature

Date 6/27/2017

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

<table>
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<th>Local Licensing Authority For</th>
<th>Date</th>
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Signature

Title

Attest
Board of Trustees Agenda Memorandum

Item No: 

Meeting Date: 07/11/2017

TITLE: RLF Administration Agreement

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Revolving Loan Fund Administration Agreement Third Street Center

BACKGROUND: The Town of Carbondale developed a Revolving Loan Fund ("RLF") to enhance the ability to finance a start-up or expand a business. This fund provides loans to new or established businesses that are located within the Town limits. In addition to providing access to capital, the RLF program is designed to help stimulate the local economy by creating and/or retaining jobs and increasing the local tax base.

DISCUSSION: The Revolving Loan Fund had an administration services agreement with Lowenthal Consulting, LLC for 2017. Due to Randi Lowenthal moving to Santa Fe, a new administrator is needed to provide businesses with assistance for the loan application process and coordination of the committee that recommends approval of the loans to the Board of Trustees. The Third Street Center has agreed to become the administrator of this fund for the remainder of 2017 under the same terms. Colin Laird will be the contact.

RECOMMENDATION: Approval of the agreement and the Mayor signing the agreement.

Prepared By: Renae Gustine
AGREEMENT FOR ADMINISTRATIVE SERVICES

This Agreement made and entered into on the date hereinafter stated, between the Town of Carbondale, Colorado ("Town"), a Colorado home rule municipal corporation, and Third Street Center for administrative services in connection with the Town of Carbondale Revolving Loan Fund ("Loan Fund") and business support.

Third Street Center will be paid $60 per hour to a maximum of $1,500 for the remaining 1/2 of calendar year 2017. Material supply costs are in addition to the $60 per hour. Third Street Center agrees to administer for the period of six months, beginning July 1, 2017, the Town of Carbondale Revolving Loan Fund as follows:

- Assist in establishing and maintaining a Loan Fund committee. Solicit community members to participate in the review and selection of loans as positions become available.
- Assist the Loan Fund committee in review and update of Loan Fund documents, including standardized loan criteria and loan applications.
- Serve as the contact for community businesses requesting Loan Fund assistance.
- Coordinate Loan Fund committee review meetings – setting dates and preparing agendas and packet material needed for the committee to review and approve loan requests.
- Prepare quarterly reports to the BOT which include the number of loans, amount of the loans, loan terms and identity of business obtaining loans and how the loans will be utilized.
- Assist in grant administration, including but not limited to, accounting for grant funds received, identifying grant funds which have been utilized in the loan program, preparing reports for grantors and providing any additional information which might be requested of the grantors.
- The Town will be responsible for advertising in a local newspaper and on its website any communiqué necessary to facilitate the Loan Fund processes.

Contract Status: It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship and that, in performing the above services, Third Street Center shall be, and shall perform as, an independent Contractor.

Insurance: Third Street Center shall obtain and maintain commercial general liability insurance, including errors and omissions coverage, in commercially reasonable amounts and shall provide evidence of such coverage to the Town with the Town listed as additional
insured. Third Street Center shall also obtain and maintain worker’s compensation insurance to the extent required by Colorado law.

Immigration compliance: Third Street Center 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 Third Street Center that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Third Street Center has verified or attempted to verify through participation in the Basic Pilot Program that Third Street Center 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 Third Street Center is not accepted into the Basic Pilot Program prior to executing this contract, Third Street Center shall apply to participate in the Basic Pilot Program every three months until Third Street Center is accepted or this contract has been completed, whichever is earlier. Third Street Center 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 Third Street Center obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, Third Street Center shall notify the subcontractor and the Town within three days that Third Street Center 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. Third Street Center 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.

Third Street Center 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).

Termination: This contract may be terminated by the Town at any time for cause or for convenience by providing seven days’ notice to Third Street Center, in which case the Town shall have no further obligations under this agreement.

ACCEPTED AND AGREED TO THIS _____ day of ________________, 2017

Third Street Center

By ________________________________
Colin Laird

Town of Carbondale

By ________________________________
Dan Richardson, Mayor
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Ascendigo Autism Services, Inc to be held at the 4th Street Plaza from 6:00 p.m. to 9:30 p.m. on August 25, 2017.

Date: June 23, 2017

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol on August 25, 2017 at this event.

Peter Bell

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

## APPLICATION FOR A SPECIAL EVENTS PERMIT

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

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

- **PHILANTHROPIC INSTITUTION**
- **POLITICAL CANDIDATE**
- **MUNICIPALITY**

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

- **MALT, VINOUS AND SPIRITUOUS LIQUOR** $50 PER DAY
- **FERMENTED MALT BEVERAGE (8.2 BEER)** $10 PER DAY

### LIQUOR PERMIT NUMBER

1. **NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE**: Azendigo Autism Services, Inc.

2. **MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY**: 818 Industry Place, Carbondale 61623

3. **ADDRESS OF SPECIAL EVENT**: 4th Street Plaza and 4th Street Adjacent

4. **DATE OF BIRTH**:

5. **EMAIL ADDRESS**: scendigo.org

6. **PHONE NUMBER**:

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

   - **NO**
   - **YES**

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

   - **NO**
   - **YES**

9. **TO BE LICENSED?**

   - **NO**
   - **YES**

10. **IN PROCESS**

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>Hours To</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 25, 2017</td>
<td>4:00 p.m.</td>
<td>9:30 p.m.</td>
</tr>
</tbody>
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### OATH OF APPLICANT

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

**SIGNATURE**

**TITLE** Business Manager

**DATE** 6-22-2017

### REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

**SIGNATURE**

**TITLE**

**DATE**

**LOCAL LICENSING AUTHORITY**

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

CERTIFICATE OF FACT OF GOOD STANDING

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

Ascendigo Autism Services, Inc.

is a

Nonprofit Corporation

formed or registered on 04/19/2004 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 20041144386.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/21/2017 that have been posted, and by documents delivered to this office electronically through 06/22/2017 @ 16:16:35.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/22/2017 @ 16:16:35 in accordance with applicable law. This certificate is assigned Confirmation Number 10307083.

[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/hz/ValidateCertificate.aspx, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us, click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
******************************************************************************
July 5, 2017

4th Street Plaza Park and 4th Street Facility use agreement, liquor permits, and special event management plan for Cowboy Up

August 25, 2017

Special Event Liquor License BOT review on Tuesday, July 11, 2017

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

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

Eric Brendlinger  Carbondale Parks & Recreation Director

[Email Address]

[Website]

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

Parks & Recreation Director

Public Works Director

Police Chief

Town Manager

Town Clerk

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

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

SECTION 1 - EVENT SUMMARY:

1. NAME OF EVENT: Cowboy Up Carbondale-2017

2. Primary Event Organizer: Cassie Cerise (970)309-3142; cassiecc13@gmail.com

3. Secondary Event Organizers: Scott Haycock- (970) 948-6604; s_haycock@hotmail.com
   Erin Bassett- (970) 309-3319; EBassett@masonmorse.com
   Rob Whalen- Gillette@rof.net

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

5. EVENT DATE(s): Event- Friday, August 25, 2017

6. EVENT TIME(s): 6:00 p.m. to 10:00 p.m. 4 hours

7. EVENT SET-UP TIME(s): August 24, 2017 2:00 p.m. to 5:00 p.m.; August 25, 2017 8:00 a.m. to 6:00 p.m.

8. EVENT BREAK-DOWN TIME(s): Saturday, August 26, 2017, 8:00 a.m. to noon
   Procedures must be in place to avoid neighborhood noise disturbance with event break-down. Breakdown within town parks must end at 10:30 pm; and Downtown breakdown at 11:30 pm

SECTION 2 - EVENT SUMMARY INFORMATION:

1. Approximate number of people expected to attend event: 300-500 ppl

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: 25 including volunteers
   b) Event Volunteers: 25 including staff
   c) Event Contractors: Lever Action, MRI, Premier Party Rentals
   d) Event Security Personnel: None hired but Cowboy Up personnel will be monitoring event closely
   e) Event Vendors: Slow Groovin Barbeque will provide food service staffing.
3. Event training for personnel? Yes- Two Cowboy Up board members are current with their TIPS training

4. Fee charged to participants? Yes- VIP Tables=$500 for 10 ppl including food; general admission is $5, food costs extra.

5. Amplified music at event? Yes- live country band from 6:00 p.m. to 10:00 p.m. Sound check may occur at 5:00 p.m.

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

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

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

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

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

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

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

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

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

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

1. Have you hired a professional security company to manage event security? No
   If Yes, please provide the following information:
Name of Security Company: ____________________________
Person in charge at event: ____________________________
His Cell Phone contact at event: _________________________
His Cell Phone Text email address at event: ________________
Number of security personnel assigned to event: _________
Event times they will be in place: _________________________
Describe duties & functions: _____________________________

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

   List # of officers & times when needed:

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

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

1. Will emergency medical services be summoned through 911?  Yes
   If Yes, please provide the following information:
   Name & cell phone of on-site staff designated as medical point of contact:
   Scott Haycock- (970) 948-6604
   Erin Basset- (970) 309-3319
   Cassie Cerise- (970) 309-3142

2. Will a licensed Emergency Medical Service provider or EMT be provided on-site?  No
   If Yes, please provide the following information:

   Name & cell phone of service provider or EMT:
   ------------

   Aid Station location & hours: ____________________________

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

   Road and/or traffic lane closure request:  Yes
   Location of barricades and/or traffic cones: Blocking Fourth Street at the intersection to Main Street
   Proposed traffic flow map around road closure: Can detour on 3rd or 5th Street
   Location of informational signage within road closure area: Road Closed signs and barricades at intersection of 4th and Main
   Location of safety lighting bar (if needed) within road closure area: 4th and Main
   Running or Bike Race route description (with start & finish line) if applicable: N/A
   Parade route description (with start & finish) if applicable: N/A

With this information the Public Works Director will determine a “traffic control plan” and will indicate the required road closure barricades and road detour signage needed for the event. If equipment is supplied by the Town, it will be provided at Town cost in covering staff expenses on delivery/pickup and setup/takedown. Deposit
SECTION 9 – ALCOHOL MITIGATION PLAN & PERMIT REQUIRED:
Responsible sale and/or distribution of alcohol is critical to a safe and successful event. A Town of Carbondale Liquor License Special Event permit application ($50.00 payable to: Town of Carbondale) must be obtained from the Town Clerk, and submitted and approved by the Board of Trustees to sell alcohol (beer & wine) at your event. Only an incorporated non-profit organization is eligible for obtaining a special event liquor permit. The special event permit you receive will prohibit the consumption of alcohol outside of a controlled area or beer garden. Liquor liability coverage with a $1,000,000 limit must be included on your certificate of insurance (also naming the Town as additionally insured). You must submit your special event liquor license application to the Town Clerk at least 30 days prior to your event. Applications submitted to the Town will require a hearing before the Town Trustees. Event Organizer must post a notice at event site 10-days prior to hearing before Town Trustees. Town Clerk will schedule hearing and provide notice board to be posted by event organizers.

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

- **Hours of operation of event (include dates & times):** **Friday, August 25, 2017 6:00 to 10:00 p.m.**
- **Alcohol service times:** **6:00 p.m. to 9:30 p.m.** (required ending is 15 minutes prior to event shutdown, although 30 minutes prior is recommended)
- A designated fenced-in or secured area for the dispensation and consumption of alcoholic beverages is required. Show this area on your site plan and describe measures taken to secure the area: **This area has been designated on the submitted Site Plan.** There will be one bar for wine and beer. **ID’s will be checked prior to wristbands being issued. Tickets will be sold in order for a patron to obtain an alcoholic beverage, and no one will be allowed to purchase alcohol without the appropriate wristband. The event space will be secured with temporary fencing and the two designated entrance/exit access points will be constantly monitored throughout the evening by event staff.**
- **Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons):** **All event guests wishing to procure alcohol must present identification prior to entering the event and will be given a non-transferable wristband to wear throughout the event’s attendance.** **This wristband will identify patrons that over the age of 21. Patrons without the proper wristband will not be allowed to purchase or possess alcohol on the licensed premises.**
- **Please describe how TIPS trained servers will monitor alcohol consumption and intoxication:** Two Cowboy Up board members have current TIPS training. **They will observe patrons and identify those that may be exhibiting signs of intoxication.** Servers will be notified and the patron will be informed that (s)he will no longer be served alcoholic beverages. That patron will then be closely monitored and should a problem arise, security will attempt to deal with the situation but law enforcement will be contacted quickly should the situation escalate.

(Nota: Servers should not consume alcohol while working a shift, and should not return to shift if they consumed alcohol)- **Understood**
o Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated: Individuals of concern will be kindly offered non-alcoholic choices of beverages. Should they demand otherwise, security will be notified and asked to speak to them. If the situation were to escalate, the police will be called immediately for assistance.

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

o Will event provide alternative beverages to alcohol? If so, what? Soft drinks, water, lemonade and tea will be available.

o Will food be available at all times? If so, what? Yes. Smoke Modern Barbeque will provide food service for both the VIP sections and general admissions during the event. Food selections will include several choices of barbequed meats and many choices of side dishes. The VIP dinner will be served from 6:00 to 8:00 p.m. and general admissions can purchase food from 6:00 p.m. until 9:30 p.m.

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

o How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? Law enforcement will be contacted immediately upon observation, or notice by another, that the person intends to get behind the wheel of an automobile. Staff will report make, model and color of vehicle if the person succeeds in driving away before a law enforcement officer arrives.

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SECTION 10 – FOOD PLAN & PERMIT:

These guidelines should assist you in developing plans for food handling, preparation, and distribution in the most responsible and legal manner. You may be required to apply for a health permit if concerns evolve regarding handling, preparation, and distribution based on your food plan submitted (attach separate page for this plan). If applicable to your event please describe:

o Please describe how food concessionaire(s) will prepare and/or serve food: Smoke Modern Barbeque will prepare all food off-site at their restaurant facility and transport food products to the event location. They will then provide on-site table service to the VIP section and offer ‘festival style’ service of food and drinks to general admissions guests. They will then transport all plates, silverware, glasses and serving dishes back to their facility.

o If food and/or cooking supplies are stored on site for a 2-day overnight event, please describe where and how it will be securely stored: N/A

SECTION 11 – SALES TAX LICENSE SUBMITTAL PLAN:

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

Event organizer is responsible for submitting a list of Vendors working event to the Town of Carbondale Recreation Dept no later than one week prior to your event. Vendors who did not obtain a Sales Tax License, and who attempt to work the event, shall be shut down by Event Organizers and/or Town staff. Event Organizers are responsible to visually verify and make sure that each vendor has their license and that it is posted within booth.
on Town equipment may be required. At the Town’s discretion, to save expenses, Event Organizer may be requested to set up/take down and safely secure the road closure barricades and signage before and after their event with instructions from the Town. Cost to the event organizer will be determined after review of your event road closure request. If a street must be posted “No Parking” by the Town, the cost is $5.00 per side of block.

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

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

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

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

- Name of Service Provider: MRI
- Contact Person:
  - Mailing Address: P.O. Box 1474, Carbondale, CO 81623
  - Cell Phone: (970) 963-3435 Email: info@mrico.net

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

Do you plan to provide portable restroom facilities at your event? **Yes** If yes, how many: 2
Number of ADA accessible portable toilets: **None**
Is portable handwashing station being provided? **No**
If no, is there a sanitizer dispenser within toilet? **Yes**

Please provide the following information regarding event portable restroom provider:

- Name of Service Provider: Premier Party Rental
- Contact Person: Kyle Hunter
- Mailing Address: 62 County Road 113, Carbondale, CO 81623
SECTION 12 – LIABILITY INSURANCE:
Liability insurance coverage must be provided for special event. If your event includes alcohol, liquor liability coverage must also be included. At least one week prior to the event, a certificate of insurance must be submitted to the Town Clerk. The certificate shall name the Town of Carbondale as an additional insured (for example: “Town of Carbondale, its officers, employees, & agents”). This commercial general liability insurance certificate requires the following minimum amount of coverage. Please initial each section.

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

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

SECTION 14 – FEES AND DEPOSITS

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

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

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

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

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

Initial here: CCC

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

Initial here: CCC

SECTION 16 – INDEMNIFICATION:
Event Organizer agrees to indemnify the Town, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the event.

Certificates of insurance shall be provided to the Town Clerk at least one week prior to event.

Initial here: CCC

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

Initial here: CCC

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

Initial here: CCC

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

Initial here: CCC

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

Initial here: CCC
Event Organizer Name (Please print): Cassie Cerise

Signature: ____________________________ Date: 6-22-2017

Scott Haycock
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

Renters supply their own fencing for liquor permit area & additional park facilities.

Approval: __________ Approval Pending: _______ (see above) Denial: __________

Signature: __________________________ Date: 7/6/2017

PUBLIC WORKS DIRECTOR:


Approval: __________ Approval Pending: _______ (see above) Denial: __________

Signature: __________________________ Date: ________

CHIEF OF POLICE:


Approval: __________ Approval Pending: _______ (see above) Denial: __________

Signature: __________________________ Date: ________

TOWN CLERK: (Liquor Licensing Approval)


Approval: __________ Approval Pending: _______ (see above) Denial: __________

Signature: __________________________ Date: 7/6/17

TOWN MANAGER:


Approval: __________ Approval Pending: _______ (see above) Denial: __________

Signature: __________________________ Date: 7/6/17
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Item No: 7
Attachment: G
Meeting Date: 07/11/2017

TITLE: Carbondale Immigration Resolution

SUBMITTING DEPARTMENT: Police Department

ATTACHMENTS: Thoughts from the Chief (111716), a Proposed Resolution for Carbondale, the Basalt Resolution (09 of 2017), the Boulder County Resolution and the Pitkin County Resolution

BACKGROUND

On May 16th, 2017, four young ladies from the Carbondale Middle School addressed the Carbondale Board of Trustees with a resolution proposal that reflected their thoughts and ideas on local human rights and immigration status. Lt. Wurtsmith and I were present and we felt they did a great job! Following the presentation, we were asked to collect resolutions that other communities created. We have included them here as well my 'Thoughts from the Chief' letter which was a press release, following the recent presidential election (see attachments).

I want to summarize our departments approach to interacting with undocumented immigrants. We have always promoted a healthy relationship with all cultures in Carbondale, whether documented or not. Our approach to law enforcement is based upon behavior, not bias. As such, we aggressively have gone after suspects who have committed violence, participated in gang affiliation, drug distribution and property crimes. We want victims from any and all cultures to feel comfortable coming to us without fear of deportation. We are members of the local Law Enforcement Immigration Council and we maintain a healthy relationship with the Valley Settlement Project.
We do not have a jail or detention facility. Much of the recent political press regarding detainment of potentially un-documented immigrants is beyond our scope of control. If we contact a person who was found to have a judicial order in the computer database, we are required to enforce those judicial orders that have been issued by either the State of Colorado or Federal Courts.

We inquire residency status for driver’s license reasons. If a person possesses a foreign license and presents it as proof of valid driver’s license, there is a requirement for them to be in the country legally for the license to be valid. A violation of this law may result in a local municipal citation.

FINANCIAL: N/A

RECOMMENDATION: N/A

Prepared By: Chief Schilling and Lieutenant Wurtsmith
ORDINANCE [RESOLUTION]
of the
TOWN OF CARBONDALE

WHEREAS, the Town of Carbondale recognizes the importance of all the persons in the community, regardless of immigration status;

WHEREAS, the Town of Carbondale seeks to clarify the town policy with respect to the immigrant community in the town;

WHEREAS, the Town of Carbondale continues to strive to find the best way to support all members of the town’s community while recognizing the rule of law;

WHEREAS, the immigrant community in the Town of Carbondale contributes to the social, educational and economic life of the town;

WHEREAS, the immigrant community pay taxes, sales taxes in particular, and therefore are entitled to full access to town services, including, without limitation, police and fire services. Members of the immigrant community may choose to exercise those rights to town services and because of a concern that city officials will cooperate with federal authorities in the investigation of immigration status;

WHEREAS, the history of relations between the town and the immigrant community has led to some parts of the immigrant community not trusting the town and town organizations; and

WHEREAS, the Town of Carbondale is committed to fostering and ensuring equality and freedom from persecution regardless of immigration status.

NOW THEREFORE it is RESOLVED THAT:

(1) Town policy with respect to the immigrant community:

(a) No town employee shall inquire into a person’s immigration status unless such inquiry directly relates to a service request or the information is required to provide a town service.

(b) No town employee shall take action solely based on a person’s immigration status.

(c) No town employee shall cooperate with any federal authority with any investigation solely into a person’s immigration status.
(d) The town shall not participate in agreements of any type, whether formal or informal, to partner with or serve the function of federal immigration officials.

(2) Establishment of Outreach Program. The town desires to provide more opportunity for the members of the immigrant community and the officers of the town to interact and foster a culture of communication. To that end the town will establish an outreach program where members of the community can meet with the officers of the town to discuss the current policy of the police with respect of immigration status, to explain the role of the town police in the enforcement of immigration law and explain how, to keep our community safe, no resident of the town should fear deportation for reporting a crime.

(3) Public Relations Officer. The town desires that the Chief of Police designate one officer as a “Public Relations Officer.” Such officer will be charged with participating in the Outreach Program established in part (2) of this resolution and being the point person with respect to interacting with and explaining city policy to, the immigrant community of the town.

(a) The town shall provide such training and support as the Chief of Police deems necessary to fulfill the goal of this policy.

(4) The town deems this resolution necessary to protect all of the citizens of Carbondale and maintain a “safe city.”
Thoughts from the Chief

November 17, 2016

Fellow Citizens,

Since the recent Presidential Election there has been confusion and even fear from our Hispanic community. I want to let folks know that the Town of Carbondale’s stance, specifically within the police department, regarding immigration on the local level has not changed. We are not actively looking for people to deport.

Federal immigration authorities enforce immigration law, and as far as we know, their policy has not changed.

We have been working to strengthen the relationships with our community, including the Latino community. If someone is victimized, especially when dealing with crimes of violence, drug dealing and gang involvement, the Carbondale Police Department will enforce the laws to their full extent, regardless of immigration status.

Immigration status is only relevant when a person is driving with an out of country driver’s license.

Thank you for your time and consideration.

Sincerely,

Gene Schilling
Chief of Police
Carbondale
511 Colorado Ave, Suite 911
Carbondale CO 81623
970-963-2662

Pensamientos del Jefe de Policía

17 de Noviembre, 2016

Queridos Ciudadanos,

Con las recientes elecciones presidenciales ha habido confusión y temor, incluso en nuestra comunidad Hispana. Me gustaría informarles que la postura al nivel local del Pueblo de Carbondale, especialmente en el Departamento de Policía, referente a inmigración no ha cambiado. No estamos activamente buscando gente para deportar.

Las autoridades federales de inmigración hacen cumplir las leyes de inmigración y por lo que sabemos, no ha cambiado la póliza.

Hemos estado trabajando para reforzar las relaciones en nuestra comunidad Latina. Si alguien es víctima, especialmente cuando se trata de delitos de violencia, tráfico de drogas y participación en pandillas la de policía hará cumplir las leyes a su máxima medida sin importar el estado migratorio.

El estado migratorio solo es aplicable cuando una persona está conduciendo con una licencia de conducir fuera del país.

Gracias por su tiempo y consideración.

Atentamente,

Gene Schilling
Jefe de Policía
Pueblo de Carbondale
RESOLUTION NO. 09
SERIES OF 2017

A RESOLUTION DECLARING AND AFFIRMING BASALT, COLORADO'S COMMITMENT AS A 'SAFE HARBOR' TO BUILD A DIVERSE, INCLUSIVE AND JUST COMMUNITY ENSURING EQUAL PROTECTION AND SERVICES FOR ALL RESIDENTS

WHEREAS, the Basalt Town Council is committed to fostering and ensuring equity, social justice, and freedom from persecution, and is committed to protect the human rights of all persons regardless of race, class, gender, ethnic heritage, religious belief, LGBTQ identification, ability or immigration status; and

WHEREAS, the Basalt community works to build a diverse and inclusive community that does not tolerate any act of racism, oppression, intimidation, harassment or racial profiling toward another individual; and

WHEREAS, we recognize immigrants to be a vital part of the Basalt community, while making significant contributions to the arts, culture, business and education; and

WHEREAS, Basalt authorities are committed to upholding the law and providing equip protection and quality service to all members of our community, regardless of their identity or immigration status; and

WHEREAS, we recognize community-wide participation as being critical for the continued safety of our entire population. Cooperation with law enforcement regarding information about any known criminal offense should be willingly be offered in confidence, regardless of identity or immigration status.

WHEREAS, Basalt, along with a growing number of U.S. cities, has reaffirmed its obligation to further the interests of citizens by urgently implementing a humanitarian immigration policy that aims to keep families together while respecting human rights.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BASALT:

1. That the Town of Basalt affirms the basic human rights and dignity of every human being.
2. That the Town of Basalt affirms our continued support for the civil rights of our entire population.

Town of Basalt, Colorado
Resolution No. 09, Series of 2017
Page 2

3. That the Town of Basalt fosters an environment with policies that promote meaningful cultural, economic, community, and civic participation by all of our citizens, ensuring that our community is a welcoming and inclusive place for people of all backgrounds, identities and immigration status.

4. That the Town of Basalt reaffirms its local funds and resources to be used for the benefit and safety of all our citizens. Federal immigration laws regarding document status are to be handled at the federal level.

5. To refer to "immigrants" as those who have migrated here from another country and to hereby adopt the language of "undocumented" as the preferred term for those who do not have a federally recognized resident status. We choose to use only terms and definitions that represent fair and humane recognition of all residents.
RESOLUTION
2017-26
A RESOLUTION REAFFIRMING BOULDER COUNTY’S COMMITMENT TO A WELCOMING COMMUNITY THAT IS PROTECTIVE OF OUR RESIDENTS AND ENVIRONMENT

WHEREAS, the Boulder County is dedicated to providing a safe and welcoming community to all, a place where all people are able to reach their potential and live healthy happy lives, where there is continued economic opportunity and the environment is protected; and

WHEREAS, we are committed to fostering and ensuring equity and social justice through protection of the human rights of all persons regardless of race, socioeconomic status, gender, ethnic heritage, religious belief, LGBTQ identification, ability, or immigration status; and

WHEREAS, Boulder County works to build a diverse and inclusive community that does not tolerate any act of racism, oppression, intimidation, harassment, or racial, ethnic or religious profiling toward another individual, and reaffirms our continued support for the civil rights of our population, including immigrants, and the distinction and separation between local law enforcement authority and federal immigration authority; and

WHEREAS, a healthy community requires access to affordable health care, which is necessary to address health disparities across the community; without access to health care there is a likelihood that only the wealthy will have ready access to quality care; and

WHEREAS, our community is built on access to a thriving system of public education, open to all regardless of ability to pay and providing educational opportunities, including early childhood education, which gives all students the tools necessary to achieve their educational goals; and

WHEREAS, Boulder County believes in the protection of our environment; we will continue to support policies and programs at the local, state and federal level to conserve natural resources and combat the impacts of climate change; and

WHEREAS, Boulder County has dealt with increases in extreme temperature and precipitation events, leading to more severe wildfires and floods, and a growing body of scientific work links these events to climate change and projects even greater impacts in the future; and

WHEREAS, Boulder County is a strong thriving community because we embrace diversity and are welcoming and inclusive, and is a community where the basic human rights and dignity of every person in our community is affirmed and protected.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

That in order to continue as a flourishing community, it is imperative that programs which build a healthy, connected community, including access to education and health care, are protected and continued so that all have the ability to thrive and contribute, and

It is important to continue and expand work and partnership by and between government agencies, scientific and non-profit organizations and individuals to work collaboratively to curb greenhouse gas emissions and promote environmental protection, and
All individuals in Boulder County will be treated equally and be provided the same protection of law, and our local authorities have actively committed not to seek out and persecute individuals because of their immigration status, and

Finally, the Boulder County Commissioners and our staff will proactively fight against any rollback of the current protections afforded our environment and our people, and will continue to safeguard civil rights and equal opportunity, and continue to work to make Boulder County a welcoming and inclusive community.
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO, AFFIRMING THAT PITKIN COUNTY IS A WELCOMING COMMUNITY FOR IMMIGRANTS

RESOLUTION NO. _____, 2017

RECITALS:

1. Pitkin County is committed to ensuring the public safety and well-being of all people in Pitkin County by ensuring equal treatment under the law, social justice, freedom from persecution, and protection of human rights regardless of immigration status; and

2. The United States is a nation of immigrants with a long and rich heritage of generous immigration laws; and

3. Immigrants have always been a vital part of the civic, economic and social life of Pitkin County; and

4. Pitkin County supports comprehensive immigration reform that provides a clear path for immigrants to legally live, work and become citizens of the United States; and

5. The federal government, through executive order, and interpretation of existing immigration legislation has put in place more stringent immigration enforcement by U.S. Immigration and Customs Enforcement (ICE) and and U.S. Customs and Border Protection (CBP) with no promise for comprehensive immigration reform; and

6. The federal government has targeted local governments for cooperation with enforcement actions by ICE and CBP; and

7. The mere fact that someone is in the United States without documentation is not a crime nor a threat to public safety; and

8. Article 10 of the United States Constitution's reservation of power to the states prohibits the federal government from compelling state or local governments to enact or administer a federal regulatory program; and

9. Fear of local government enforcement of federal immigration laws erodes trust of Pitkin County Government employees among the valley's immigrant community; and

10. Public safety and well-being for all people in Pitkin County is not served when immigrants are afraid to report crimes, bear witness, or seek essential services for fear of deportation; and
11. Pitkin County desires to maintain trust with the valley’s immigrant community by clearly stating that immigrants are welcome in Pitkin County, and that Pitkin County seeks to limit cooperation with the Federal Government on immigration enforcement, and

12. The Pitkin County Sheriff, who is independently elected, has reviewed and approved this resolution; and

13. The Board of Commissioners finds that the purposes of this Resolution serves the best interests of the citizens of Pitkin County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby **AFFIRMS THAT PITKIN COUNTY IS A WELCOMING COMMUNITY FOR IMMIGRANTS.** Further, the Board of County Commissioners directs that:

1. Pitkin County departments and personnel shall not perform the functions of a federal immigration officer or otherwise engage in the enforcement of federal immigration law, whether under Section 1357(g) of Title 8 of the United States Code or under any other law, regulation, executive order or policy propagated by the federal government.

2. Pitkin County departments and personnel may not use agency or department monies, facilities, property, equipment, or personnel to investigate, enforce, or assist in the investigation of enforcement of any federal program requiring registration of individuals on the basis of race, gender, sexual orientation, religion, ethnicity, or national origin.

3. The Pitkin County Sheriff’s Office shall not stop, question, interrogate, investigate, or arrest an individual based solely on any of the following:
   a. Actual or suspected immigration or citizenship status; or
   b. A “civil immigration warrant,” administrative warrant, or an immigration detainer in the individual’s name, including those identified in the National Crime Information Center (NCIC) database.

4. The Pitkin County Sheriff’s Office shall not inquire about the immigration status of an individual, including a crime victim, a witness, or a person who calls or approaches a Pitkin County employee seeking assistance or services, unless necessary to investigate criminal activity by that individual.

5. The Pitkin County Sheriff’s Office shall not delay bail and/or release from custody upon posting of bail solely because of (1) an individual’s immigration or citizenship status, (2) a civil immigration warrant, or (3) an ICE or CBP request, for the purpose of immigration enforcement, for notification about, transfer of, detention of, or interview or interrogation of that individual.

6. Individuals in the custody of the Sheriff’s Office shall be subject of the same booking, processing, release, and transfer procedures, policies and practices of the Sheriff’s Office regardless of actual or suspected citizenship of immigration status.
7. No Pitkin County department including the Sheriff's Office shall provide to ICE or CBP non-public information about an individual - including but not limited to non-public information about an individual's release date from detention, home address, or work address unless the request is accompanied by a judicial warrant.
   a. Nothing in this resolution prohibits any county department from:
      i. Sending to or receiving from any local, state or federal agency as per 8 U.S.C. Section 1373: information regarding an individual's country of citizenship or a statement of the individual's immigration status; or
      ii. Disclosing information about an individual's criminal arrests or convictions, where disclosure of such information about the individual is otherwise permitted by state law or required pursuant to subpoena or court order.

8. The Sheriff's Office shall not provide ICE or CBP with access to an individual in their custody, nor will any Pitkin County department provide access to an individual or allow the use of department facilities to question or interview such individual if ICE or CBP's sole purpose is enforcement of federal immigration law.

9. Pitkin County departments shall limit the information collected from individuals concerning immigration or citizenship status to that necessary to perform department duties and shall prohibit the use or disclosure of such information in any manner that violates federal, state, or local law.

10. Pitkin County departments shall not inquire about or request proof of immigration status or citizenship when providing services or benefits, except where the receipt of such services or benefits are contingent upon one's immigration or citizenship status or where inquiries are otherwise lawfully required by federal, state, or local laws.

11. Pitkin County supports comprehensive reform of federal immigration laws to achieve the following:
   a. Update the legal immigration system so the future flow of legal guest workers more realistically matches our nation's labor needs and is structured to protect the employment, wages, and working conditions of U.S. and lawful immigrant workers.
   b. Provide portable visas so that workers can change jobs under prescribed circumstances.
   c. Provide the ability for workers to petition for permanent residency, and provides a path to citizenship.
   d. Reduce the long wait times and overly complex rules that keep families separated from their loved ones.
ORDINANCE [RESOLUTION]
of the
TOWN OF CARBONDALE

WHEREAS, the Town of Carbondale recognizes the importance of all the persons in the community, regardless of immigration status;

WHEREAS, the Town of Carbondale seeks to clarify the town policy with respect to the immigrant community in the town;

WHEREAS, the Town of Carbondale continues to strive to find the best way to support all members of the town’s community while recognizing the rule of law;

WHEREAS, the immigrant community in the Town of Carbondale contributes to the social, educational and economic life of the town;

WHEREAS, the immigrant community pay taxes, sales taxes in particular, and therefore are entitled to full access to town services, including, without limitation, police and fire services. Members of the immigrant community may choose to to exercise those rights to town services and because of a concern that city officials will cooperate with federal authorities in the investigation of immigration status;

WHEREAS, the history of relations between the town and the immigrant community has led to some parts of the immigrant community not trusting the town and town organizations; and

WHEREAS, the Town of Carbondale is committed to fostering and ensuring equality and freedom from persecution regardless of immigration status.

NOW THEREFORE it is RESOLVED THAT:

(1) Town policy with respect to the immigrant community:

   (a) No town employee shall inquire into a person’s immigration status unless such inquiry directly relates to a service request or the information is required to provide a town service.

   (b) No town employee shall take action solely based on a person’s immigration status.

   (c) No town employee shall cooperate with any federal authority with any investigation solely into a person’s immigration status.
(d) The town shall not participate in agreements of any type, whether formal or informal, to partner with or serve the function of federal immigration officials.

(2) Establishment of Outreach Program. The town desires to provide more opportunity for the members of the immigrant community and the officers of the town to interact and foster a culture of communication. To that end the town will establish an outreach program where members of the community can meet with the officers of the town to discuss the current policy of the police with respect of immigration status, to explain the role of the town police in the enforcement of immigration law and explain how, to keep our community safe, no resident of the town should fear deportation for reporting a crime.

(3) Public Relations Officer. The town desires that the Chief of Police designate one officer as a "Public Relations Officer." Such officer will be charged with participating in the Outreach Program established in part (2) of this resolution and being the point person with respect to interacting with and explaining city policy to, the immigrant community of the town.

(a) The town shall provide such training and support as the Chief of Police deems necessary to fulfill the goal of this policy.

(4) The town deems this resolution necessary to protect all of the citizens of Carbondale and maintain a "safe city."
TITLE: Thompson Park Subdivision Plat Amendment - Phase 2A

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Phase 2A Subdivision Plat with Parcels 2B1 and 2B2
Staff Comments and Response to Staff Comments
Ordinance 12-2017, Approving Thompson Park - Phase 2A
Thompson Park - Phase 2A Subdivision Improvements Agreement
Eighth Amendment to the Annexation Agreement
Declaration of Covenants
Declaration of Covenant – Real Estate Transfer Assessment
Deed Restriction – Affordable Housing Unit (AMI)
Land Use Application

BACKGROUND

On October 25, 2016, the Board approved the Thompson Park - Phase 2 Subdivision Plat and Major Site Plan Review application. The subdivision would have allowed the subdivision of Parcel 2 into sixteen lots. Cerise Park, LLC, the applicant, had planned to construct sixteen (16) multifamily dwelling units including three affordable housing units.

On February 14, 2017, the Board approved Ordinance No. 3-2017, a Subdivision Improvements Agreement and associated documents for the Phase 2 Subdivision Plat and Major Site Plan Review.

Since that time, Cerise Park, LLC (CP, LLC) decided instead to break Parcel 2 up in several phases. As a result, on May 8, 2017, CP, LLC submitted an amended plat to only develop four of the residential lots (Lots 3-6) within the Phase 2 parcel. CP, LLC would construct one of the units in Building A, which is the affordable housing unit, and the three units in Building B. No residential lots would be platted on the balance of Parcel 2. The new subdivision plat is Phase 2A of the Thompson Park Subdivision.
DISCUSSION

On May 8, 2017, Cerise Park, LLC submitted the Phase 2A subdivision plat. Phase 2A would subdivide the following:

- Four residential lots (Lots 3, 4, 5 and 6). The current proposal is to build one affordable housing unit on Lot 3, and three free market houses on Lots 4, 5, and 6.
- Two parcels reserved for future development (Parcels 2B1 and 2B2). Parcel 2B1 would be reserved to be used as future affordable housing lots.
- One common area which would serve as the private alley.

There are no changes to the lot configuration or design and layout of the residential units. They remain as originally approved in October 2, 2016. Because of this, Staff determined there was no need to bring the plat amendment before the Planning Commission. The Commission had originally reviewed and recommended approval of the Phase 2 Subdivision Plat and Major Site Plan Review in September of 2016.

Town Staff determined that since the proposal is to construct just a portion of what was already approved, approval of the amendment would only require changes to the ordinance and the subdivision improvements agreement for the Phase 2 development as approved in February of 2017. Revisions were also required for other documents associated with the subdivision, i.e., covenants, affordable housing deed restriction, etc. These are discussed further below.

If the application to allow Phase 2A is approved, the documents approved for Phase 2 on February 14, 2017 would not be recorded. The documents included in this packet would be recorded along with the Phase 2A subdivision plat.

Attached please find Ordinance No. 12, 2017 and the Subdivision Improvements Agreement for Phase 2A of Thompson Park. Also attached are the covenants, RETA document and the deed restriction for the affordable housing unit. The main changes are as follows:

1. Reducing the number of lots to seven lots.
2. Changing the deed restrictions for affordable housing units from three lots to one lot (Lot 3) due to the reduced number of free market housing units. The AMI remains at 80% for that unit.
3. Reducing the amount of public and private infrastructure to only require that which is needed to serve this phase of Parcel 2.
4. Establishing that Phase 2A is the first “Phase Plat” and acknowledging that no more than four additional phases would be allowed per the recorded Annexation Agreement.
6. Revising the Fire and School District Fees to reflect fewer residential units.

7. Allowing partial releases of the security, and reducing the letter of credit, with Board approval.

8. Revising the Real Estate Transfer Assessment (RETA) document so it applies to the Phase 2A property as well as any other phase plat of the Thompson Park Subdivision. The document then has a list of exceptions where the RETA would not apply. This includes future phases of development which are currently reserved for future development. However, the RETA would apply to Lots 4, 5 and 6. When future phases are approved for future residential lots, the RETA would then apply to those residential lots as well.

9. Revising the Covenants to reflect the change in number of lots to be developed as residential lots (four lots) and those reserved for future development (Parcels 2B1 and 2B2).

10. Amending the Annexation Agreement to clarify that any undeveloped portion of Parcels 2, 3 and 4 as shown on the Master Plat and Parcels 2B1 and 2B2 as shown on the Phase 2A plat that are reserved for future development shall be exempt from the RETA. If the parcels are subdivided into residential lots in the future, the RETA would then apply to those lots.

**Phase 2 Subdivision Plat Extension**

Staff would note that the deadline to record the Phase 2 Subdivision Plat as approved by the Board in February of 2017 was May 14, 2017. CP, LLC submitted a letter requesting that the deadline to record the plat be extended for 90 days to allow time for the new Phase 2A subdivision plat to be considered by the Board. The UDC now allows Town Staff to approve a deadline extension administratively. The new deadline for recordation of the plat Phase 2 Subdivision Plat is August 14, 2017. However, if the Phase 2A plat is approved by the Board and recorded, the original Phase 2 Subdivision Plat and associated documents would be vacated.

**FISCAL IMPACTS**

It does not appear that this would have any increased fiscal impacts on the Town other than those anticipated when the property was annexed and zoned.

**RECOMMENDATION**

Overall, Staff supports the application for Phase 2A of the Thompson Park Development as it was already approved in October of 2016 by the Board. This simply reduces the scope of the project from sixteen residential lots to four residential lots.

Staff would recommend the following motion: **Approve Ordinance No. 12, Series of 2017 for Phase 2A of the Thompson Park Subdivision, the Subdivision Improvements Agreement, the Eighth Amendment to the Annexation Agreement, the Declaration of Covenants, the RETA document, and the Deed Restriction for the affordable housing unit.**
Prepared by: Janet Buck, Planning Director

JH
Town Manager
Memorandum

To: Janet Buck, Town Planner

From: John Plano, Building Official

Date: 6/14/17

Re: Thompson Park Subdivision Plat Amendment dated May 8, 2017
LU17-20

The covenants indicate that the party wall is not to be altered unless it is interior decorations. The exterior party wall is exposed to the open space for the adjacent unit. Does it make sense to allow decorations on the exterior wall if approved by the HOA and does not alter the fire-rating or weather protection?

This proposal indicates 1 unit in the tri-plex be built on Lot A-3 without building the other 2 units on lots A-1 and A-2. The notes indicate “A-1 and A-2 will be constructed when required to meet Affordable Housing Requirements”. This scenario could pose problems, listed are concerns.

- Will the foundation for the entire building be installed? Typically, the entire foundation is poured for townhomes. Having exposed concrete not protected from frost heave is a concern.
- The demising wall will require weather protection and siding until the adjacent unit is built.
- There’s an esthetic concern regarding the west wall of A-3. It will be one large wall with no windows. Based on the statement that A-1 and A-2 will be constructed when required to meet Affordable Housing requirements, this unit could stay in this condition for an extended period of time. Does the Town want a half-built structure for an undetermined amount of time?
Item Number: ______LU17-20____________________________

Date Routed: 5-19-17

Comments Due: 5-29-2017

TO: _____________________________________

To assist the Town in its review of this project, your review and written comments are requested. Please notify the planning department if you will not be able to respond by the date listed above. Please contact the planning department should you have any additional questions regarding this project.

Applicant: Cerise Park LLC

Owner of Record: Same

Location: Parcel 2, Thompson Park Subdivision

Zone: R/MD

Project Description: Phase 2 was approved by the Board on 2-14-17. The applicant now wants to amend the plat to only record the six lots closest to Highway 133. The balance of Parcel 2 would remain as one large parcel. The applicant indicated that the lot and dwelling unit configurations have not changed. Attached is the ordinance of approval and subdivision Improvements Agreement which were approved by the Board. These list the conditions imposed on Phase 2 so we don't need to re-create the wheel.

Planner: Janet Buck

COMMENTS:

1. The Town’s existing water system and fire hydrant layout is adequate to service the 6 proposed lots off Lewie’s Lane.

2. Access to the 6 lots is adequate via the private alley off Lewie’s Lane.

3. In the Town’s proposed ordinance for “Phase 2, Plat and Site Plan Approval” under Item 9 “Fees”, section (b) may be amended to reflect 6 lots x $730 = $4,380

Date: May 19, 2017

Bill Gavette
Deputy Chief
Carbondale & Rural Fire Protection District
www.carbondalefire.org
970-963-2491

Updated 01-10-2012
SUBJECT PROPERTY/DEVELOPMENT: Cerise Park LLC
Parcel 2, Thompson Park Subdivision: LU17-20

Date: May 31, 2017

REVIEW COMMENTS:

Streets:

• Where will overflow parking occur?

Water:

• None.

Sanitary Sewer:

• The note on sheet 3 related to recalculating the invert elevations for manhole B-1 should include the minimum required slope for the sewer line as well as a language related to the town approving the recalculated grades prior to installation.

Storm Water:

• The grading plan does not show grading on Lot 3. Is Lot 3 not being graded as part of this phase?
• How are the Town’s runoff requirements being met? It does not appear that there are drywells or other structural BMP’s to capture additional runoff from the development.
• Drainage from snow storage areas should remain on-site and should be shown on the plans

Irrigation/Ditches:

• None.
**Landscaping/Planting:**

- Replace 2 Norway Maples in the ROW with a tree that grows less surface roots as placement is close to sidewalk. Consider Swamp White Oak, Honey Locust or Linden.
- Planting specifications do not meet the Town's minimum planting standards. Provide complete planting specs and a detailed cross-section of the planted tree and planting hole.

**General/Other:**

- Platted easements shown on Lot 3 overlap on the southeast corner. Eliminate the triangular overlap created by the standard lot easements.
Dear Janet:

Pursuant to your request, Resource Engineering, Inc. (RESOURCE) has completed an analysis of the proposed Thompson Park Phase 2 Amended development plan referred to herein as the Thompson Park Phase 2A development. Our review was limited to the Town of Carbondale’s (Town) Water Rights Dedication Ordinance; Ordinance 13.50. The analysis was completed to determine if sufficient senior water rights were previously conveyed to the Town sufficient to cover the proposed Thompson Park Phase 2A development. As part of the original March 2012 Annexation and Development Agreement (Agreement), the Developer previously conveyed senior consumptive use credits to the Town resulting in a credit available to Phase 2 of the Thompson Project equal to 4.66 acre feet.

The Thompson Park Phase 2A Development represents 3.6 EQR’s of potential development as defined by the Town’s Water Rights Dedication Ordinance. Based upon information provided by Gamba Associates, the Phase 2A development includes plans to construct 4 residential units of which, 3 units will have three bedrooms and one unit will have one bedroom. In addition, the development will construct and provide raw irrigation supply to 0.194 acres (8,434 sq.ft.) of proposed lawn and landscape areas within the development.\(^1\) Pursuant to the Town’s water rights ordinance, the Developer is entitled to a credit against its total EQR count for the installation of an independent raw water irrigation system. The allowed reduction is calculated as 0.02 EQR per 100 square feet of lawn and landscape, up to a maximum credit of 25% of the total EQR count. In this instance, the Developer is entitled to the maximum allowed credit, or 0.9 EQR’s (3.6 EQR’s X 0.25 = 0.9 EQR). Thus, for purposes of assessing required water rights, the Phase 2A development is calculated to be 2.7 EQR’s. These calculations are summarized in Table 1, attached.

The Town’s water rights ordinance, at 13.50.060, requires the Developer to dedicate to the Town, 0.75 acre feet of historic consumptive use per year associated with a senior water right for each calculated EQR of development. Accordingly, the Developer must convey to the Town 2.025 acre feet of historic consumptive use associated with a senior water right (2.7 EQR X 0.75 = 2.025 acre feet). However, as outlined in Section 16 B. of the original Agreement, the Developer has previously conveyed senior consumptive use credits to the Town resulting in a credit available to Phase 2 of the Thompson Project equal to 4.66 acre feet. Thus, the available credits exceed the dedication requirement as outlined herein. Following development of Phase 2A, there will remain available 2.635 acre feet of consumptive use credit for future development of Parcel 2 (4.66 acre feet credit – 2.025 acre feet Phase 2A).

\(^1\) Source: Gamba Associates, May 5, 2017 letter submittal and calculation table.
Should you have any questions or require additional information, please do not hesitate to give me a call. Thank you.

Sincerely,

RESOURCE ENGINEERING, INC.

R. Scott Fifer, P.H.
Hydrologist
RSF/mmm
476-2.35

Attachment
Enter yellow cells as appropriate. Tables 1 and 2 will calculate water demand and EQR's

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<th>Water Uses</th>
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<th>EQR per Unit</th>
<th>Total Diversion (AF)</th>
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<td>0.0</td>
</tr>
<tr>
<td>(3) 3/4 bedroom (3.5 persons/unit) Single Family</td>
<td>3</td>
<td>1.00</td>
<td>1.2</td>
<td>3.0</td>
</tr>
<tr>
<td><strong>School</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Pool, cafeteria, 2 gyms</td>
<td>0</td>
<td>0.00</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Commercial</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5) Office (365 days/Yr @ 491gpd/2500 sq ft)</td>
<td>0</td>
<td>0.0000</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>(6) Retail (365 days/Yr @ 491gpd/2500 sq ft)</td>
<td>0</td>
<td>0.0000</td>
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<td>0.0</td>
</tr>
<tr>
<td>(7) Workshop Space (365 days/Yr @ 491gpd/2500 sq ft)</td>
<td>0</td>
<td>0.0000</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**TOTAL In-house EQR Calculation** | 3.6 |

<table>
<thead>
<tr>
<th>Irrigation</th>
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<tbody>
<tr>
<td>(8) Additional Irrigated Acreage (non-potable)=</td>
<td>0.00</td>
<td>0.02 per 100 SF</td>
<td>0.0</td>
<td>0.00</td>
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<tr>
<td>Includes Park ded.(Ac.)</td>
<td>Total All Uses</td>
<td>1.4</td>
<td>3.60</td>
<td></td>
</tr>
<tr>
<td>(9) Non Potable Irrigation Credit (.02 EQR/100 sq.ft., up to 25% of total EQR Count. Assume Ac. = -10</td>
<td>Total EQR count per Water Rights Dedication</td>
<td>0.194</td>
<td>0.9</td>
<td></td>
</tr>
</tbody>
</table>

(1) through (3). Assume full-time occupancy and an average water use of 100 gpcd. 1 bedroom = 1.7 persons/unit
2 bedroom = 2.6 persons per unit and 4 bedroom unit = 3.5 persons/unit.
(4) Assume base EQR = 2 plus 2 gyms with showers (2.4 EQR) and cafeteria and pool (7.25 EQR).
(5) through (7). Assumes that all commercial uses will require 491 gpd for each 2,500 square feet (= 1.1 EQR/2,500 sq.ft.).
(6) Town code allows for up to 2,500 sq.ft. of lawn irrigation for each EQR. In this case, Applicant plans less than 2,500 sq. ft. / unit.
Total irrigated area = 0.194 acres (8,434 sq. ft.).
(9) Credit allowed for the development of a raw water irrigation system (up to 25% of EQR total).
(10) This application represents 2.7 EQR's of development.
MEMORANDUM

To: Frieda Wallison
From: Michael Hassig
Date: 6/22/17
Project: 1701 Thompson Park Parcel 2 Phase 1
Re: 6/14/17 memo from John Plano to Janet Buck

Per John Plano:

"The covenants indicate that the party wall is not to be altered unless it is interior decorations. The exterior party wall is exposed to the open space for the adjacent unit. Does it make sense to allow decorations on the exterior wall if approved by the HOA and does not alter the fire-rating or weather protection?"

Where the exterior wall of one unit faces onto the open space of an adjacent unit the face of exterior finish does not project past the property line between the two units. For that reason, we do not recommend revising the covenants.

John raised several issues with respect to the Affordable Housing Units:

"Will the foundation for the entire building be installed? Typically, the entire foundation is poured for townhomes."

We do not intend to install the foundation for the entire building. The foundation for each unit will be constructed when needed. Short stem walls, projecting perpendicularly from the main foundation walls (and designed by our structural engineer) will simplify excavation and serve to maintain structural continuity by tying together successive foundations.

"Having exposed concrete not protected from frost heave is a concern."

All concrete foundations will be protected from frost heave by means of continuous exterior rigid insulation.

"The demising wall will require weather protection and siding until the adjacent unit is built."

The demising wall will be finished with insulation, sheathing, building wrap and siding just like our standard exterior walls.

"There's an esthetic concern regarding the west wall of A-3. It will be one large wall with no windows. Based on the statement that A-1 and A-2 will be constructed when required to meet Affordable Housing requirements, this unit could stay in this condition for an extended period of time. Does the Town want a half-built structure for an undetermined amount of time?"

The demising wall portion of the wall separating A-3 from A-2 is less than half the length of the entire wall. The board and batten finish of the demising wall portion will contrast with the adjacent horizontal wood siding (which will remain permanently visible). The unit also has an interesting profile created by the pitched roof section. If the Town objects to the lack of windows, I suggest we add landscaping along that wall to further soften its appearance.
June 22, 2017

Janet Buck
Town of Carbondale
511 Colorado Ave.
Carbondale, CO 81623

Re: Response to Town Comments for Phase 2A of Thompson Park Subdivision in Carbondale, Colorado

Dear Janet:

On behalf of Cerise Park, LLC in conjunction with the Thompson Park Phase 2A application to the Town of Carbondale, following are our responses to the Town’s comments regarding the current application.

Comments from Public Works:

Streets:

• Where will overflow parking occur?
  o Response: Each of the three B-units (Lots 4 through 6) are provided with one additional parking space. Additional overflow parking will be provided in the on-street parking spaces along Lewie’s Lane.

Sanitary Sewer:

• The note on sheet 3 related to recalculating the invert elevations for manhole B-1 should include the minimum required slope for the sewer line as well as language related to the town approving the recalcualted grades prior to installation.
  o Response: The requested note will be added to the Sheet 3 of the Civil Engineering Plans.

Storm Water:

• The grading plan does not show grading on Lot 3. Is Lot 3 not being graded as part of this phase?
  o Response: The grading plan only depicts the grading necessary to construct the public infrastructure for the project. It does not depict the grading related to the development of Lots 3 through 6. This information would be provided with the future building permit applications for Lots 3 through 6.

• How are the Town’s runoff requirements being met? It does not appear that there are drywells or other structural BMP’s to capture additional runoff from the development.
  o Response: Sheet 7 of the Civil Engineering Plans depicts the installation of two drywells to be located within the courtyards of Lots 4 and 5. The original approved development application
• for Phase 2 included a comprehensive drainage analysis of the complete development of Parcel 2. The improvements proposed within the Phase 2A development are consistent with, but are only a small portion of the overall improvements included in the original Phase 2 development application. The two drywells depicted provide the stormwater mitigation and management improvements necessary to mitigate the development of the Phase 2A improvements.

- Drainage on the snow storage areas should remain on-site and should be shown on the plans.
  - **Response:** It should be understood that under pre-development conditions, the historic runoff patterns were such that snowmelt and stormwater runoff from Parcel 2 would travel onto and across other adjacent properties. The comprehensive drainage analysis discussed above demonstrates that under post-developed conditions there is a reduction in the amount of off-site stormwater / snowmelt runoff, but that in accordance with the historic runoff patterns it is not zero.

**General/Other:**
- Platted easements shown on Lot 3 overlap on the southeast corner. Eliminate the triangular overlap created by the standard lot easements.
  - **Response:** It should be understood that there are a number of overlapping easements shown on this plat. Each easement is dedicated to a specific entity for a specific purpose. The overlap referenced is between a waterline easement dedicated to the Town of Carbondale for the purpose of installing, repairing and maintaining a Town water main, and a general 10-ft wide utility easement which can be used by any applicable utility provider such as Xcel Energy, Black Hills Energy, Comcast, CenturyLink. The elimination of that triangular overlap would expand the area available to these general utility purposes which we are not willing to do.

Please contact us if you have any questions or need additional information.

Sincerely,

Gamba & Associates, Inc.

Michael Gamba, P.E. & P.L.S. 28036
ORDINANCE NO. 12
SERIES OF 2017
AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO
APPROVING THE THOMPSON PARK SUBDIVISION PHASE 2A FINAL PLAT
AND MAJOR SITE PLAN REVIEW

WHEREAS, Cerise Park, LLC, a Delaware limited liability company ("Applicant"), has submitted an application for the contemporaneous approval of a combined Preliminary and Final Plat ("Phase 2A Plat") and Major Site Plan Review ("Site Plan") in order to develop four new townhomes upon a portion of Parcel 2, Thompson Park Subdivision, according to the Master Plat thereof recorded in the Garfield County real property records on May 19, 2015 at Reception No. 862909 ("Subject Property"); and

WHEREAS, after all required notices, the Planning and Zoning Commission of the Town of Carbondale reviewed this application at a noticed public hearing held on September 8, 2016 and continued on October 6, 2016, and recommended approval of this application with conditions; and

WHEREAS, after all required notices, the Board of Trustees conducted a noticed public hearing on this application on October 25, 2016, during which public hearing the Board of Trustees heard and considered the statements of Town staff, the Applicant’s representatives, and members of the public, and reviewed and considered all other relevant documents and information presented at such hearing, all as required by law; and

WHEREAS, after changing the scope of its application from 16 homes to only four homes, and to develop only a portion of Parcel 2 rather than the entirety of Parcel 2, the Board of Trustees conducted another public meeting on this application on June 27, 2017, during which public meeting the Board of Trustees heard and considered the statements of Town staff, the Applicant’s representatives, and members of the public, and reviewed and considered all other relevant documents and information presented at such meeting, all as required by law;

WHEREAS, the Board of Trustees finds and determines that the application meets the following approval criteria for preliminary subdivision plats set forth in Municipal Code Chapter 17.02, Sub-Sections 2.6.4.C.4.a.i through –x, inclusive, including:

i. The proposed subdivision provides lots which are compliant with development and design standards;
ii. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this Code;

iii. The applicant has provided evidence that provision has been made to connect to the Town’s public water supply system;

iv. The applicant has provided evidence that provision has been made to connect to the Town’s public sewage disposal system;

v. The applicant will be required to provide evidence to show that all areas of the proposed subdivision that may involve soil or topographical conditions presenting hazards and that the proposed use of these areas are compatible with such conditions;

vi. The applicant has provided evidence to show that all areas of the proposed subdivision do not involve natural hazards including flood and wildfire;

vii. The application provides a clear assumption of responsibility for maintaining all roads, open spaces, and other public and common facilities in the subdivision;

viii. The proposed phasing for development of the subdivision is rational in terms of available infrastructure capacity and financing;

ix. The subdivision is consistent with the subdivision conceptual plat, which was approved as part of the Thompson Park annexation and Rezoning; and

x. The subdivision is consistent with the Comprehensive Plan as it optimizes the use of land in Town and functions as infill development; and

WHEREAS, the Board of Trustees also finds and determines that the application also meets the following site plan approval criteria set forth in Municipal Code Chapter 17.02, Sub-Sections 2.5.3.C.1 through 4, inclusive, including:

1. The site plan is consistent with the Comprehensive Plan as it optimizes the use of land in Town and functions as infill development;

2. The site plan is consistent with the conceptual subdivision plat, which was approved as part of the Thompson Park annexation initial zoning;
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; and

WHEREAS, the Board of Trustees finds that certain conditions of approval should be imposed so that said subdivision will be developed consistent with the purposes of Chapter 17 of the Carbondale Municipal Code and the terms of the Annexation and Development Agreement Relating to the Thompson Park Property, Town of Carbondale, recorded in the Office of the Garfield County Clerk and Recorder on March 16, 2012, Reception No. 816055, as amended by the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Amendments to the same, which amendments were recorded at Reception Nos. 854368, 847651, 851116, 859604, 859605, 862912 and 881125 (said agreement, as amended, is referred to herein as the “Annexation Agreement”). Exhibit C to the Annexation Agreement sets forth the Thompson Park Development Plan, which terms and conditions apply to the Development in addition to applicable provisions of the Carbondale Municipal Code. All of these conditions shall be met by making certain changes to the Phase 2A Plat and other documents submitted as part of the application and by virtue of the terms and conditions of the Phase 2A Subdivision Improvements Agreement (“Phase 2A SIA”) to be entered into between the Town and Applicant and recorded contemporaneously with the Phase 2A Plat.

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

1. **Approval of Phase 2A Plat.** The Board of Trustees hereby grants final plat approval for the Phase 2A Plat, subject to compliance with all terms and conditions of this Ordinance, the Phase 2A SIA, and the Annexation Agreement. The Phase 2A Plat shall be in a form acceptable to and approved by Town staff prior to recording. The Applicant shall execute and record the Phase 2A Plat within 90 days after the date of adoption of this Ordinance. The Phase 2A Plat shall include the following plat notes:

a. Except as otherwise expressly authorized by the Town of Carbondale, all lawn and garden, common space, open space and parkland irrigation uses within Thompson Park shall be from a separate private raw water irrigation system or systems that shall not be connected to the domestic in-house supply for any building unit or residence or to the non-potable irrigation system that serves the Historic House Parcel. Each lot depicted hereon shall have no more than 2500 square feet of irrigated lawn and garden area.

b. The residential lots shown hereon are all part of a common interest community governed by the Master Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Garfield
Clerk and Recorder on ____________, 2017, at Reception No. _________________. Such Declaration includes common expense budgeting, assessment, and collection procedures for the purposes of funding common expenses, including upkeep of private common areas as well as operation, maintenance, repair and replacement of certain infrastructure located within public rights-of-way, including open sections of irrigation ditches and a private irrigation system, as well as upkeep of all landscaped areas within public rights-of-way.

c. A Declaration of Covenant—Real Estate Transfer Assessment (“RETA”) in a form approved by the Town of Carbondale has been recorded in the Office of the Garfield County Clerk & Recorder, Reception No. ________________ for purposes of establishing a transfer assessment of one-half percent (0.005) of the gross sales price at the time of initial sale, and one percent (0.01) of the gross sales price of each subsequent sale, payable to the Town of Carbondale at the time of future resales of Lots 4, 5 and 6.

d. Lot 3 is subject to a Deed Restriction recorded in the Office of the Garfield County Clerk & Recorder on ___________ at Reception No. ________________ for purposes of establishing income qualifications, and occupancy and resale restrictions, to preserve the affordability of a residential unit to be located upon Lot 3.

e. There shall be non-exclusive public access and utility easements for the benefit of the Town of Carbondale throughout the Private Alley Parcel for purposes of allowing perpetual public access, ingress/egress, and the construction, operation, maintenance and repair of public utilities to be located within these Parcels, including but not limited to public water and sewer mains to be placed within these Parcels. The Private Alley Parcel shall not be signed as private property or in any way that limits public access to or use of streets and sidewalks to be constructed within these areas. Despite the public having access to the Private Alley Parcel, the homeowners association for the Thompson Park Subdivision shall have perpetual responsibility for maintenance, repair and replacement of all sidewalks, curbs, gutters, drainage and paved street areas within this Parcel.

2. Approval of Major Site Plan Review. The Board of Trustees hereby grants Major Site Plan Review approval for Phase 2A upon Parcel 2 of the Thompson Park Subdivision, subject to all terms and conditions of this Ordinance, the Phase 2A SIA
and the Annexation Agreement. The final site plan shall be delivered to the Town’s Community Development Director prior to recording of the Phase 2A Plat.

3. **Phase 2A Subdivision Improvements Agreement.** The Applicant and the Town shall enter into a Phase 2A SIA acceptable to the Town setting forth all terms and conditions approved by the Board of Trustees. Said Phase 2A SIA shall generally set forth all of the obligations of the Applicant in connection with the infrastructure for Phase 2A, including, without limitation, obligations relating to installation of utilities, construction of roadways, and construction of other improvements on the subject property as well as off-site improvements. The Phase 2A SIA shall be recorded with the Garfield County Clerk and Recorder contemporaneously with the Phase 2A Plat. Prior to recordation of the Phase 2A Plat or the Phase 2A SIA, the Applicant shall also submit the security required by Section 15 of the Phase 2A SIA to secure required public improvements, in form and with terms approved by the Town Attorney. All conditions of the Phase 2A SIA are incorporated as conditions of this Ordinance. The Applicant shall be responsible for the construction and cost of all infrastructure improvements. The construction of the infrastructure shall be initiated and completed according to the timelines set forth in the Phase 2A SIA. If construction is not timely commenced and completed, the Town may revoke or amend this subdivision approval.

4. **Dedication of Public Easements.** The Phase 2A Plat shall include dedications to the Town of public utility, access and snow storage easements. Prior to dedication, the Applicant shall provide the Town Attorney with an updated title commitment showing that such dedications and conveyances shall be free and clear of all encumbrances, except those shown on the Phase 2A Plat, or subject only to such exceptions as may be approved by the Town Attorney. Any lender with a lien against the Subject Property shall sign consents and lien subordinations for the Phase 2A Plat and the Phase 2A SIA.

5. **Master Declaration of Covenants.** A Master Declaration of Covenants, Conditions and Restrictions (“Master Declaration”) for the Thompson Park Subdivision in the form approved by Town staff and the Town attorney shall be recorded contemporaneously with the Phase 2A Plat. The Applicant shall also incorporate a homeowners association as a Colorado non-profit corporation to hold title to all common areas in accordance with the Colorado Common Interest Ownership Act prior to recordation of the Phase 2A Plat. No properties outside of the Thompson Park Subdivision shall be included in the common interest community for the Thompson Park Subdivision without prior approval of the Board of Trustees. At the time of future subdivision of Parcel 2B1 and/or 2B2 (as shown on the Phase 2A Plat) and Parcels 3 and 4 and into residential lots, those lots shall be incorporated into the common interest community and commence paying assessments for common expenses in the same manner as the lots shown on the Phase 2A Plat. Affordable housing units shall have full voting rights but shall only pay 50% of the assessments levied against free market residential units within the community. These provisions of the Master Declaration shall not be amended in the future except with advance approval of the Town’s Board of Trustees.
6. **Real Estate Transfer Assessment (RETA).** Pursuant to the Annexation Agreement, Applicant agreed to record a Real Estate Transfer Assessment against all free market residential lots or units within the Thompson Park Subdivision. The RETA, in a form approved by the Town Attorney, shall be recorded contemporaneously with the Phase 2A Plat and shall not be amended or revoked in the future without prior approval of the Board of Trustees.

7. **Affordable Housing Deed Restriction.** Lot 3 shall be subject to a Deed Restriction to be recorded in the Office of the Garfield County Clerk & Recorder for purposes of establishing income qualifications, and occupancy and resale restrictions, to preserve the affordability of residential units located upon said Lot. The Applicant shall execute and record the Deed Restriction in a form approved by Town staff and the Town Attorney contemporaneously with the Phase 2A Plat.

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

   a. All conditions of the Annexation and Development Agreement ("Annexation Agreement") recorded as Reception Number 816055 and recorded on March 16, 2012 remain in effect and in full force. All development shall comply with the Phase 2A SIA and the Annexation Agreement. To the extent that the Phase 2A Plat and/or the Phase 2A Site Plan vary from the standards set forth in the Thompson Park Development Plan attached to the Annexation Agreement as Exhibit C, including in particular building design and street, sidewalk and trail layout standards, these differences are approved in the discretion of the Board of Trustees and shall not exempt future development upon Parcels 2B1, 2B2, 3 and 4 from all terms of the Annexation Agreement, as amended.

   b. All site and building design shall be in compliance with the Major Development Review plans approved by the Town on October 25, 2016.

   c. The final landscape plan shall be subject to review and approval by the Town Arborist prior to recordation of the Phase 2A Plat.

   d. The final shading analysis shall be subject to review and approval by the Building Official prior to the issuance of any residential building permits.

   e. Final construction drawings of all required public and private improvements shall be subject to the review and approval of Town Staff and the Town Engineer prior to recordation of the Phase 2A Plat.
f. At all times and throughout all phases of construction, public vehicular access shall be maintained to the Historic House Parcel either from State Highway 133 (to the north) or North Bridge Drive (to the south), and at no time during construction shall both accesses be shut off at the same time unless otherwise permitted by the Town. On days that Ross Montessori School (“RMS”) is in session, Developer shall ensure that its contractors and subcontractors utilize their best efforts to minimize heavy truck traffic relating to construction in Thompson Park (including deliveries of building materials, concrete, etc.) through the intersection of Lewie’s Lane and Highway 133 and upon Lewie’s Lane adjacent to RMS during the hours of 7:30 to 8:30 am and 2:45 to 3:30 pm, and Developer shall require its contractors and subcontractors to cooperate with RMS with respect to any reasonable request for reduced speed limits or monitors to supervise the safety of school children and to maintain the efficient flow of school-related traffic. However, nothing in this paragraph 8.f shall restrict the Town’s Chief of Police or his designee from implementing additional traffic control restrictions that he deems necessary to protect public safety. The Applicant shall also implement reasonable and appropriate dust control measures. The bike path/sidewalk along Graceland Court adjacent to Lots 4, 5, and 6 shall remain open and fenced during construction to continue to allow safe access between the School and Triangle Park; provided that said bike path may be temporarily moved, with appropriate signage, to accommodate construction, upon condition that any such temporary relocation shall be subject to the prior approval of the Public Works Director, who may require plans and specifications and/or additional security to guarantee the restoration of the current bike path upon completion of construction. All staging areas on Parcel 2 shall be located as far away from the School as reasonably practicable. The dust control plan, fencing for the bike path, and staging areas shall be subject to review and approval by the Town’s Public Works Director.

g. The sewer services for Lots 3, 4, 5, and 6 shall be provided as shown in the civil engineering plans submitted by Developer and finally approved by the Town Utilities Director and Town Engineer.

h. The Engineer’s Estimate of cost of required improvements shall be increased to include revegetation and landscaping. A revised final estimate shall be signed and stamped by Applicant’s engineer and attached to the Phase 2A SIA prior to recordation.

i. The Phase 2A Plat shall be revised to reflect a snow storage easement upon Lot 3 prior to recordation for the benefit of the Thompson Park Homeowners Association (the Town shall have no responsibility to plow private streets).
j. There shall be perpetual public pedestrian, bicycle and vehicle access across and upon all private roads, and all private roadways shown on the Phase 2A Plat shall be signed at each connection with public roadways in a manner acceptable to the Public Works Director without any restriction as to public access and use.

k. No certificates of occupancy shall issue for residences upon Lots 3, 4, 5, or 6, nor shall any of these Lots be individually sold by the Applicant, until all public and private improvements to be completed within the Private Alley Parcel, including deep utilities, shallow utilities, asphalt paving, and concrete curb and gutters, but excepting landscaping, are certified by Developer’s engineer as being complete according to all applicable plans and specifications, and thereafter inspected and approved by the Town.

l. No certificates of occupancy shall issue for residences located upon Lots 4, 5, or 6 until a certificate of occupancy issues for a required affordable housing unit upon Lot 3. Up to two additional affordable housing units may be constructed upon Parcel 2B1 concurrent with future development upon Parcel 2B2.

m. Except for the construction and installation of utilities on Parcel 2B1, no development shall occur on Parcel 2B1 or 2B2 until a site plan, preliminary and final subdivision plats, and a subdivision improvements agreement are approved for Parcels 2B1 and 2B2 in accordance with the Municipal Code and Annexation Agreement.

n. Phase 2A shall be considered the first of the five additional Phases of the Thompson Park development allowed by Section 10 of the First Amendment to Annexation Agreement. Therefore, unless otherwise agreed to by the Town and Developer, the Developer may develop up to, but no more than, four additional project Phases pursuant to said Section 10.

9. Fees. The following fees shall be paid by the Applicant prior to recordation of the Phase 2 Plat:

a. Water Rights. No fee in lieu of water rights shall be due at this time as the Developer has already dedicated water rights to the Town in excess of the water rights required to be dedicated for Phase 2A; after application of a 2.025 acre-foot portion of these previously dedicated water rights toward Phase 2A, the Developer shall retain a water rights dedication credit in the amount of 2.635
acre-feet for use in connection with future development upon Parcel 2.

b. **Fire Protection.** The following fee shall be paid by Applicant to the Carbondale and Rural Fire Protection District, with proof of payment provided to the Town, prior to recordation of the Phase 2A subdivision plat:

- 4 lots x $730 = $2,920

c. **Schools.** The following fees shall be paid by Applicant to the Roaring Fork School District, with proof of payment provided to the Town, prior to recordation of the Phase 2 Plat:

- One two-bedroom x $219 = $219
- Three three-bedroom x $656 = $1,968

Total Fees Due = $2,187

d. The Applicant shall reimburse the Town for any outstanding reimbursable legal or engineering expenses incurred through the date of recordation.

10. **Other representations.** All other representations of the Applicant and its representatives made in written submittals to the Town or during Town public hearings shall be considered additional conditions of approval of the Phase 2A Plat.

11. **Cost reimbursement.** The Applicant shall be required to pay and reimburse the Town for professional and outside consultant fees pursuant to the Annexation Agreement, for recording fees, and for additional review and inspection expenses as set forth in the Phase 2A SIA.

12. **Effect of Ordinance No. 3, Series of 2017.** On February 14, 2017, the Board of Trustees voted to pass Ordinance No. 3, Series of 2017 (“Ordinance No. 3”), which Ordinance included approval of a Phase 2 Plat for 16 residential lots and two private roads. However, due to the Developer’s subsequent change in plans which has resulted in the approvals set forth herein, Ordinance No. 3 was never published or effective, and the documents that it contemplated were never recorded. The Board of Trustees intends that the terms of this Ordinance shall fully supersede and replace those set forth in Ordinance No. 3, and that Ordinance No. 3 shall be of no further force and effect.

13. **Recording.** A copy of this Ordinance shall be recorded in the Office of the Garfield County Clerk and Recorder at the expense of the Developer. The terms and conditions of this Ordinance, which touch and concern the subject property, are intended to run with title to said property and to be binding upon any successors or assigns.
INTRODUCED, READ AND PASSED this ____ day of ____________, 2017.

THE TOWN OF CARBONDALE

By: _______________________________________
   Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
EXHIBIT A

Parcel 2 of the THOMPSON PARK SUBDIVISION according to the MASTER PLAT thereof recorded May 19, 2015, as Reception No. 862909, Garfield County, Colorado
PHASE 2A SUBDIVISION IMPROVEMENTS AGREEMENT
THOMPSON PARK SUBDIVISION
TOWN OF CARBONDALE, COLORADO

THIS AGREEMENT is made and entered into between the Town of Carbondale, Colorado ("Town"), and Cerise Park, LLC, a Delaware limited liability company (referred to herein as “Developer”), to become effective ______________, 2017, regardless of the date when the parties actually sign it.

1. Recitals

For the purpose of interpreting and giving effect to this Agreement, the Town and Developer agree to the truth and the accuracy of the following:

a. Developer is the owner in fee simple of that real property described on Exhibit A attached hereto and incorporated herein by reference, and the real property depicted therein shall be referred to as the “Development.”

b. Developer has submitted to the Town an application for combined preliminary and final plat approval for the Thompson Park Subdivision Phase 2A Final Plat (“Phase 2A Plat”), and for major site plan review for Phase 2A of the Thompson Park Subdivision project, and desires for the Town to approve the same.

c. The Development is controlled by the Annexation and Development Agreement Relating to the Thompson Park Property, Town of Carbondale, recorded in the Office of the Garfield County Clerk and Recorder on March 16, 2012, Reception No. 816055, as amended by the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Amendments to the same, which amendments were recorded at Reception Nos. 854368, 847651, 851116, 859604, 859605, 862912 and 881125 (said agreement, as amended, is referred to herein as the “Annexation Agreement”). Exhibit C to the Annexation Agreement sets forth the Thompson Park Development Plan, which terms and conditions apply to the Development, in addition to applicable provisions of the Carbondale Municipal Code and the Carbondale Public Works Manual, which also regulate development of this project.

d. The terms of this Agreement shall constitute the Phase 2A Subdivision Improvements Agreement between the Town and Developer.

e. The obtaining of subdivision and site plan approval for Phase 2A of the Thompson Park development will inure to Developer's benefit.
f. Developer recognizes and acquiesces in the jurisdiction and the power of the Town to impose the restrictions and conditions required of Developer in this Agreement, joins in the imposition of them, and agrees to perform each and every one of them.

g. On June 27, 2017, the Board of Trustees of the Town of Carbondale, after holding all necessary public hearings, approved Ordinance No. ____, Series of 2017 (the “Approval Ordinance”), which document is recorded in the Office of the Garfield County Clerk and Recorder at Reception No. __________. The terms and conditions of the Approval Ordinance are incorporated herein by this reference as if set forth herein verbatim, and the approvals cited above are contingent upon the express condition that all of the obligations and duties set forth in this Agreement, the Annexation Agreement, and the Approval Ordinance are faithfully performed by the Developer.

2. **Specific Conditions.**

Developer hereby agrees to the following conditions of approval by the Town:

a. That all representations of Developer made in the written application materials and in statements during the meetings and public hearings before the Town, as reflected in the minutes and recordings of said meetings, shall be considered conditions of approval. In the event it is determined by the parties that there is an omission in this Agreement or that this Agreement or other agreement between the parties does not correctly address or include all such representations of Developer, the agreement of the parties, or the conditions of approval by the Town, the parties shall execute an amendment to this Agreement or such other agreement as may be necessary to correct such omitted or incorrect matter.

b. That Developer has submitted a Phase 2A Plat in a form acceptable to and approved by Town staff. If any changes are proposed, a revised draft shall be submitted to the Town for approval prior to recording. A final Phase 2A Plat shall be prepared and submitted to the Town for approval. Following Town approval, the Phase 2A Plat shall be recorded by the Town at the cost of Developer.

c. That the public improvements (“Public Improvements”) and certain of the private improvements (“Secured Private Improvements”) required to be completed by Developer in conjunction with the Town’s approval of the Phase 2A Plat and other obligations of Developer shall be secured prior to recording the Phase 2A Plat.

d. That all development fees and professional fees which are the obligation of Developer pursuant to the Annexation Agreement and Chapter 1 of Article 8 of the Carbondale Municipal Code are paid on or before execution hereof by the Town.
e. That Developer shall comply with all of the terms and conditions of the Approval Ordinance, the Annexation Agreement, and this Agreement.

3. **Subdivision Approval.**

   The Town hereby accepts and approves the re-subdivision of Parcel 2 of the Thompson Park Subdivision into seven parcels consisting of 4 residential lots (Lots 3-6), one common area (the “Private Alley Parcel”), a 6,076.5 square foot parcel to be known as “Parcel 2B1,” and a 1.577 acre parcel to be known as “Parcel 2B2.” Parcels 2B1 and 2B2 are restricted from further development at this time pending the Town’s future approval of a site plan and subdivision plat. The Private Alley Parcel shall be owned and maintained by the homeowners association for the Thompson Park subdivision and used for construction, operation, maintenance, repair and replacement of sidewalks, curb and gutter, drainage features, paved private street areas, and public and private utility purposes, as well as for general public access purposes, all subject to the terms and conditions of the Approval Ordinance, the Annexation Agreement, this Agreement, and the performance of all of these conditions and agreements by Developer. The public easement dedications set forth below shall be included on the final Phase 2A Plat and shall be free and clear of all encumbrances, excepting any encumbrances that may be accepted by the Town after review of current title insurance commitments, as more fully described below. Any lenders holding liens upon the Development property shall execute a lien subordination and consent with regard to the content of the Phase 2A Plat and this Agreement.

4. **Additional Conditions of Approval/Improvements.**

   Developer hereby agrees to the following conditions of approval by the Town for installation of the Public Improvements and Secured Private Improvements:

   a. Developer has presented to the Town and the Town has approved the engineered plans and specifications prepared by Gamba & Associates, Inc. listed below (“Engineered Plans and Specifications”) necessary and required for construction and installation of the Public Improvements and Secured Private Improvements:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>SHEET</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Private Alley Plan and Profile</td>
<td>Sheet 2</td>
<td>5-7-2017</td>
</tr>
<tr>
<td>Sewer Plan and Profile</td>
<td>Sheet 3</td>
<td>5-5-2017</td>
</tr>
<tr>
<td>Sanitary Sewer Details</td>
<td>Sheet 4</td>
<td>5-5-2017</td>
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<tr>
<td>Water Distribution System Details</td>
<td>Sheet 5</td>
<td>5-5-2017</td>
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<tr>
<td>Shallow Utilities and Irrigation</td>
<td>Sheet 6</td>
<td>5-5-2017</td>
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<tr>
<td>System Plan</td>
<td>Sheet 7</td>
<td>5-5-2017</td>
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<tr>
<td>Storm Drainage Plan and Details</td>
<td>Sheet 8</td>
<td>5-5-2017</td>
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<tr>
<td>Erosion Control Plan</td>
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b. The estimated cost of completion of all required Public Improvements and Secured Private Improvements, including 10% contingency, is $62,797.25 according to the cost estimate prepared and certified by a Colorado-registered professional engineer that is attached as Exhibit B hereto. Although not required to be dedicated to the Town when completed, this Agreement shall also require completion of certain private infrastructure prior to issuance of certificates of occupancy for residences, including curbs and gutters, drainage, landscaping, irrigation, and paved access to residential lots across the Private Alley Parcel, provided that the installation of landscaping need not occur until the next growing season when irrigation water is available through the Town Ditch system. The Public Improvements and all required Private Improvements shall be constructed and installed in accordance with the Engineered Plans and Specifications heretofore approved by the Town. Developer agrees to pay the entire cost of installation and construction of all of such Public and required Private Improvements and shall install and construct the same within the deadlines set forth below in Section 11, unless an extension of such deadlines is approved pursuant to Section 16.

c. The Public Improvements to be installed by the Developer are generally described as follows and are more particularly described on the Engineered Plans and Specifications, to wit:

(i) **Drainage.** All construction shall be in accordance with the Drainage Report prepared by Gamba & Associates, Inc., dated January 30, 2015, and approved by the Town in connection with the Master Plat of the Thompson Park Subdivision, as well as the Stormwater Analysis prepared by Gamba & Associates, Inc., dated July 8, 2016.

(ii) **Water Distribution System.** The water distribution system shall include, by way of example, fire hydrants, water lines, and appurtenances, and shall be installed in accordance with the Engineered Plans and Specifications and the Town’s Public Works Manual. All water service lines shall be owned and maintained from the curb stop near the property line to the building by the owner(s) of the property or properties receiving service from such line. Developer shall include the location and elevation of all individual water service lines installed in conjunction with the Public Improvements on the as-builts required in Subsection 4(b)(xii), below.

(iii) **Sanitary Sewage Collection System.**

(a) The Sanitary Sewage Collection System, including, by way of example, all sewer mains and laterals, shall be installed in accordance with the Engineered Plans and Specifications. Developer shall include the location and elevation of all sanitary individual sewer services lines installed in conjunction with the Public Improvements on the as-builts required in Subsection 4(c)(xii), below.
(b) All sewer service lines shall be owned and maintained by the owner(s) of the property or properties receiving service from such line from the main sewer line connection to the building served thereby.

(iv) **Electric.** Underground electrical wiring shall be installed in accordance with requirements and plans and specifications approved by Xcel Energy, and all plans for installation shall be submitted to the Town for its approval prior to installation.

(v) **Project Lighting.** Design and spacing of lighting shall be in accordance with standards approved by the Town.

(vi) **Underground Communication Systems.** Underground communication systems shall be installed in accordance with requirements and plans and specifications of CenturyLink and Comcast, as approved by the Town.

(vii) **Gas Distribution System.** The natural gas distribution system shall be installed in accordance with the requirements and plans and specifications of Black Hills Energy, and shall be submitted to the Town for its approval prior to installation.

(viii) **Signs.** All street signs and traffic control devices, as required by the Town, shall be installed as required by the Manual on Uniform Traffic Control Devices (MUTCD) and as required and approved by the Town.

(ix) **Soils Testing.** A preliminary soils report prepared by Hepworth-Pawlak Geotech, Inc., dated January 30, 2015, has been submitted to the Town. This report includes a cursory review for the entire project and was not meant to support site specific construction. Developer has also submitted a soils report specific to Phase 2A prepared by Hepworth-Pawlak Geotech, Inc., dated July 27, 2016. The Town may require additional site-specific soils reports at the time of excavation upon inspection by Developer’s engineer or Town Staff. Additional soils reports addressing foundations and dry wells may also be required prior to issuance of any building permits.

(x) **Dust/Street Cleanup.** During construction, Developer shall comply with all reasonable directives of the Town to suppress dust and shall take steps to require that all construction traffic be free of mud when entering public streets within the Town of Carbondale. Developer shall promptly clean up such mud or other debris from the construction site on Town streets.

(xi) **Street Cuts.** Except as otherwise provided below in Section 12, any street cuts made by Developer shall be full-width cuts ten (10) feet in both directions and repaved with a lay-down machine.

(xii) **As-Builts (survey and GIS).** Upon completion of the
project, Developer will have a Colorado-registered Professional Surveyor who has personally inspected the site prepare and submit to the Town one electronic copy of surveyed as-builts showing all of the public improvements constructed. Additionally, Developer will have GIS as-builts prepared and submitted to the Town electronically, which GIS as-builts shall include a GIS shapefile of all utilities with a data point for each piece of infrastructure with a photo, installation date, manufacturer, model and site specific field notes. The GIS as-built file shall be insertable into the Town’s GIS system. Developer may elect to have the Town Engineer prepare these required GIS as-builts at Developer’s expense, or to have an alternative Colorado-registered professional engineer perform these services.

(xiii) **Computer Construction Drawings.** An electronic computer file in CAD format of the as-built construction drawings referred to in the prior paragraph will also be submitted to the Town upon completion of the improvements required by this Agreement.

(xiv) **Video Recording of Sewer Line.** At completion of sewer line installation, a video recording and log showing interior of pipe shall be provided to Town in an acceptable electronic format.

(xv) **Stub-outs.** Developer shall clearly mark with steel or wooden posts stub-outs for all utilities and swing ties, and depth to these stub-outs from permanent objects shall be on the as-builts.

d. **The Private Improvements to be installed by Developer** (“Required Private Improvements”) are generally described as follows and more particularly described on the Engineered Plans and Specifications (provided, Security shall only be required for those certain Secured Private Improvements specifically identified on Exhibit B):

(i) **Streets and Parking Areas.** All paved street access areas, sidewalks, curbs, gutters, and parking areas, including those within the Private Alley Parcel, shall be constructed by Developer in accordance with the Engineered Plans and Specifications.

(ii) **Landscaping.** Landscape improvements shall be installed in accordance with the Engineered Plans and Specifications and the Town-approved landscape plan attached as *Exhibit C*. Prior to commencement, the landscape plan shall be revised to show species, caliper, and location of all plantings, which additional details shall be subject to review and approval by the Community Development Director. Only landscaping within the public rights-of-way shall be secured as set forth in Exhibit B. Notwithstanding the deadlines to complete all Public Improvements and Secured Private Improvements, the Developer may defer installation of landscaping until after completion of any other construction activities that could potentially damage the landscaping and, if
necessary, during the next growing season when irrigation water will be available, provided that any required security for the landscaping improvements remains in place.

(iii) Non-potable irrigation system. All outdoor irrigation for the Development shall be supplied by a private, non-potable irrigation system to be owned, operated, maintained, repaired and replaced by the homeowners association for the Thompson Park Subdivision, except for the Historic House Parcel and areas immediately adjacent to the Ross Montessori School (“RMS”) (including the landscape strip in the public right of way) as provided in the Master Subdivision Improvements Agreement recorded as Reception No. 862913, as amended, and other written agreements between Developer, the Town, and/or RMS. The irrigated areas within public rights-of-way at the entrance to the Thompson Park Subdivision located on the east side of Lewie’s Lane and north of the Private Alley shown on the Phase 2A Plat shall also be connected to the system referred to in the first sentence of this paragraph prior to the Town’s acceptance of the Public Improvements required hereunder. Only that portion of the irrigation system within the public right-of-way shall be secured as set forth in Exhibit B.

e. All Public Improvements and Secured Private Improvements shall be secured prior to recording the Phase 2A Plat as set forth below. Said Public and Secured Private Improvements are described herein and the estimated costs thereof are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

f. All development fees which are the obligation of Developer pursuant to the Approval Ordinance shall be paid on or before execution hereof by the Town.

g. Developer shall dedicate all public easements depicted upon the Phase 2A Plat to the Town of Carbondale free and clear of all encumbrances. Developer shall also provide a current title insurance commitment to the Town evidencing that such dedications are free and clear of all encumbrances except any which may be expressly accepted by the Town after reviewing a title insurance commitment. Any title insurance premiums shall be paid by Developer. Any security interest in such easements in favor of Developer’s lender shall be released or subordinated prior to or contemporaneously with the dedications on the Phase 2A Plat. A current title insurance commitment shall be provided to the Town for review no later than ten (10) days prior to dedications to the Town and recordation of the Phase 2A Plat.

h. Upon completion of portions of the Public and Secured Private Improvements, Developer will cause its engineers (who shall have been actively engaged in observing the construction of the Public and Secured Private Improvements and be registered in the State of Colorado) to provide a written certification that the Public and/or Secured Private Improvements have been completed, to the best of their knowledge and professional judgment, in conformance with all standards, plans and specifications as submitted to and previously approved by the Town, or the pertinent utility supplier.
As-built plans shall be submitted with these certifications in the form described in Section 4.b.xii, above. The Town may withhold or suspend the processing of building permits, certificates of occupancy, or plats for future phases until all information required by this paragraph is provided to the Town.

5. Construction Management.

Developer has submitted a Construction Management Plan to the Town dated July 8, 2016 prepared by Gamba & Associates, Inc. The terms and conditions of such Plan are incorporated fully herein as terms and conditions of this Agreement, provided that in the case of any inconsistency between the terms of such Plan and the terms of this Agreement, this Agreement shall govern, and additionally that the Plan shall provide that: (1) on days that RMS is in session, Developer’s contractors and subcontractors shall utilize their best efforts to minimize heavy truck traffic relating to construction in Thompson Park (including deliveries of building materials, concrete, etc.) through the intersection of Lewie’s Lane and Highway 133 and upon Lewie’s Lane adjacent to RMS during the hours of 7:30 to 8:30 am and 2:45 to 3:30 pm, and Developer’s contractors and subcontractors shall cooperate with RMS with respect to any reasonable request for reduced speed limits or monitors to supervise the safety of school children and to maintain the efficient flow of school-related traffic; (2) reasonable and appropriate dust control measures shall be implemented; (3) the bike path/sidewalk along Graceland Court adjacent to Lots 4, 5 and 6 shall remain open and fenced during construction to continue to allow safe access between RMS and Triangle Park, provided that said bike path may be temporarily moved, with appropriate signage, to accommodate construction upon condition that prior to any relocation the plan for temporarily re-routing the path shall be subject to review and approval by the Public Works Director, who may require additional financial security to the Town to guarantee restoration of the current bike path upon completion of construction; (4) all staging areas on Parcel 2 shall be located as far from RMS as is reasonably practicable; (5) the dust control plan, fencing for the bike path and staging area shall be subject to review and approval by the Town’s Public Works Director; and (6) after construction is completed, all soils that are disturbed during construction shall be reseeded, irrigated to re-establish vegetation, and thereafter kept reasonably free of noxious weeds. Developer or Developer’s representatives shall have a pre-construction meeting with Town representatives in attendance. However, nothing in this Section 5 shall restrict the Town’s Chief of Police or his designee from implementing additional traffic control restrictions that he deems necessary to protect public safety.

6. Inspections

During the installation by Developer of the Public and Secured Private Improvements described in Section 4 above, the Town may:

a. Inspect the work in progress with such personnel as the Town deems necessary.
b. Require the production and inspection of the plans and specifications of Developer and any contractor or subcontractor working on its behalf in connection with the work in progress.

c. Require Developer to obtain and pay for inspections, soils composition tests, compaction tests, cement tests, or such other tests of materials and work as may be necessary in the Town's opinion to ensure that the work in progress is being performed according to the Town's specifications and the Engineered Plans and Specifications.

d. Any Town inspector shall have the authority to immediately order that all construction in the Development be suspended if the inspector determines that such a stop work order is needed to protect the Town’s interest, or in the event of a violation of this Agreement, the Carbondale Municipal Code, or any sewer and water utility installation requirements. The Town may utilize staff personnel for inspections, or hire an outside inspector, in either case the reasonable cost of which will be reimbursed by Developer.

7. Non-Liability upon Approval and Acceptance

The Town’s approval of the Engineered Plans and Specifications shall not be deemed an adoption of them or a representation or warranty to Developer or any other person or entity that the Engineered Plans and Specifications, or any work performed under them, is fit for the purpose intended or otherwise safe.

The Town's approval of the Engineered Plans and Specifications, acceptance of the installation of the Public Improvements described below, or the use and maintenance of such Public Improvements shall not be deemed to be any of the activities listed in C.R.S. 24-10-106(a)(1) for which sovereign immunity is waived. No action or inaction by the Town in connection with its approval of this Development shall be deemed a waiver of its sovereign immunity.

The Town does not warrant or make any representations whatsoever concerning the suitability of its public improvements, including water distribution system, sewer system, or any other device or system owned or controlled by the Town which may be used in improving or serving the Development. Without limiting the foregoing, Developer assumes the risk of all costs associated with installations for improving or serving the Development as described above and of all costs necessary to improve or serve the Development.

8. Warranties

Developer shall warrant the installation of the Public Improvements described in
Section 4 above against all defects in materials and workmanship for a period of two (2) years after the date of acceptance of the work by the Town, and all curative work under this warranty shall itself be warranted for an additional one year period or the expiration of the original two (2) year warranty, whichever is greater. In the event of any defect, the Town may require Developer to correct the defect in material or workmanship. The Secured Private Improvements shall not be warranted to the Town, but any contractor’s warranty shall be assigned to the homeowners’ association along with any conveyance of such improvements to the association. No warranty security shall be required for any Private Improvements.

9. Legal Compliance

Developer shall comply with all state, federal and local laws, ordinances, rules, and regulations, including, by way of example, Chapter 17 of the Carbondale Municipal Code pertaining to zoning and subdivisions (the Unified Development Code or “UDC”), all other ordinances and regulations of the Town relating to streets, water lines, and sewer lines, including the Town’s Public Works Manual. Developer, or its successors in interest, shall pay all system improvement fees for utilities as required by the Town’s ordinances and regulations in effect as of the date of application for the tap, provided that if connection is not made to said system before expiration of the associated building permit, Developer shall pay any additional system improvement fees which may be applicable under Town Code in effect on the date of actual connection.

10. Dedications and Conveyances to Town

Upon completion and acceptance of those Public Improvements described in Section 4 above, such Public Improvements shall be the property of the Town, without further action of either party, except as otherwise herein provided.

11. Certificates and Permits

No certificate of occupancy shall be issued for or relating to any structure or improvement within the Development until the Public Improvements and Required Private Improvements have been completed by Developer as described in this Agreement and the Approval Ordinance. As acknowledged in the Approval Ordinance, Developer may phase the completion of the Public Improvements and the Required Private Improvements as follows:

a. All Public Improvements and Required Private Improvements contemplated within the Private Alley Parcel, including deep and shallow utilities, curb and gutter, and asphalt paving, but excluding landscaping (which may be deferred until the next growing season), shall be completed within one (1) year of the date of recordation of the Phase 2A Plat, and no certificates of occupancy shall issue for Lots 3, 4, 5, or 6 until
Developer’s engineer provides written certification to the Town that the improvements described in this Section 11(a) are complete according to all applicable plans and specifications, and such improvements are inspected and approved by the Town. It is further provided that the affordable housing unit upon Lot 3 must be completed prior to issuance of certificates of occupancy for free market housing units on Lots 4, 5 or 6. Additional affordable housing units upon Parcel 2B1 may be platted and built by the Developer in the future and applied as credit towards affordable housing requirements for development upon Parcel 2.

b. The Phase 2A Plat shall designate Parcels 2B1 and 2B2 as “reserved for future development.” Except for the construction and installation of utilities on Parcel 2B1, no development shall occur upon Parcels 2B1 or 2B2 until the Town reviews and approves a site plan and preliminary and final subdivision plat for Parcel 2B1 or 2B2 or a portions thereof, and another subdivision improvements agreement for purposes of requiring and guaranteeing all public improvements and any private improvements to serve future residences upon Parcels 2B1 and 2B2.

Except as provided in this Section 11, nothing herein shall limit the obligations of Developer imposed by any of the Town's ordinances concerning the issuance of a certificate of occupancy. Without limiting any of its rights under this Agreement, the Town may, but need not, issue certificates of occupancy and grant extensions of time for the completion of construction and the installation by Developer of any improvement, but only as is provided in Paragraph 16, below. No extension of time for completion shall impair the Town's rights under any instrument of security described in Paragraph 15, and the parties obligated under such security instrument shall be deemed to have consented to the Town's extension of time whether the Town gives actual notice or not to the party liable on the instrument of security.

12. Improvement Sequence

Specific sections of public or private street improvements to be installed by Developer shall not be installed until all master/main utility lines to be placed in or under the applicable street section have been completely installed.

13. Repairs

To the extent, if any, that Developer’s installation of improvements or utilities to serve the Development causes damage to public roads in Thompson Park or other Town-owned roadways outside of Thompson Park, Developer shall repair and repave such damaged streets and roads. The road repairs shall be full width of the pavement and ten feet in either direction from the outermost edges of the damage (i.e., if the damage is ten feet long the repaving would be thirty feet long by the width of the street).

14. Completion by Town
In addition to all other remedies, upon default hereunder by Developer, at its option the Town may undertake all work necessary to install and complete all the Public Improvements which Developer must complete pursuant to Section 4 of this Agreement. If the Town does so, Developer shall pay for all costs expended by the Town, including, but not limited to, costs for materials, labor of Town employees, and labor of non-Town employees utilized on the job, plus fifteen percent (15%) of such costs for overhead and administrative time and costs.

15. Security

Developer has prepared an engineered preliminary cost estimate for all Public Improvements to be installed by Developer to be dedicated for the use of the public or in publicly conveyed land, rights-of-way and easements, which is attached as Exhibit B and incorporated herein by this reference. The cost estimate also includes the cost of those certain Secured Private Improvements for which security is required by this Agreement. To secure its obligations to install the Public Improvements and Secured Private Improvements described above, Developer shall obtain and deliver to the Town the following Security (defined below):

a. Prior to recordation of the Phase 2A Plat, Developer shall deliver an unconditional, irrevocable letter of credit or a cash deposit to the Town in the amount of $62,797.25 (“Security”). The form of any letter of credit shall be subject to approval by the Town Attorney, and any letter of credit shall be issued by a State or National chartered commercial bank (the “Bank”) approved by the Town and shall, among other things, entitle the Town to draw on the Security by presentation to the issuing Bank of a certificate that Developer is in default in its obligations to install Public Improvements or Secured Private Improvements under this Agreement, that a sum certain is required to cure the default, and that the Bank shall forthwith deliver the sum certain to the Town. Any cash deposit may be subject to a separate escrow agreement between Developer and the Town, subject to the Town’s right to review and approve the terms of any such escrow agreement. The Security shall remain effective for at least two years, or 30 days following the deadline for completion of the Public Improvements set forth above in Section 11, whichever is longer. And, subject to the release procedures set forth below, the Security shall provide for automatic extensions for successive one year periods unless, at least 90 days prior to the then-applicable expiration date, the Town receives notification from the issuing Bank (via certified U.S. Mail, return receipt requested) that the Bank does not elect to extend the expiration date.

Unless otherwise agreed in writing by the Town, the Security shall be irrevocable and shall remain in place and effective until the Town has formally accepted completion of the Public and Secured Private Improvements and the warranty security required hereunder. Developer shall pay all costs incurred in obtaining the Security. If Developer fails to install improvements or otherwise perform as required above, the Town may pursue
its remedies under the Security. Nothing herein shall limit any other remedies available to the Town.

As construction progresses, Developer will be allowed to apply for partial releases of the Security. If a partial release is desired, Developer shall cause its engineer to provide the Town with a written application stating what Public and/or Secured Private Improvements have been completed and the amount of the Security for which partial release is sought. Developer's engineer shall certify that the Public and/or Secured Private Improvements for which the partial release of the security is sought have been installed and completed according to the terms hereof, Engineered Plans and Specifications, and all Carbondale Municipal Code and Public Works Manual requirements, as applicable. Once reviewed and approved by the Public Works/Utility Departments, the Town Engineer, and any independent inspector hired by the Town, and after Developer has reimbursed the Town for any legal or engineering fees due pursuant to Article 8 of Chapter 1 of the Municipal Code and the Annexation Agreement, the request will be timely submitted to the Board of Trustees for final review and approval at a regular meeting. The documentation associated with any such partial release shall be in a form approved by the Town. Notwithstanding the foregoing, Developer shall in no event be entitled to the release of more than eighty percent (80%) of the estimated cost of the Public and Secured Private Improvements shown on Exhibit B prior to the completion and acceptance of all Public and Secured Private Improvements required hereunder. The Town’s partial release of the Security shall not constitute formal acceptance by the Town for purposes of commencing the warranties required by Section 8. Such warranties will commence upon the Town Engineer’s certification that all required Public and Secured Private Improvements are 100% complete, and the Board of Trustees’ review and approval of the release of all Security, excepting the warranty security required by the following paragraph and provided that the Developer may request and the Town shall process acceptance of the Public and Secured Private Improvements, and commencement of the two-year warranty period for the same, notwithstanding incompletion of required landscaping, provided that the Security shall remain in place to guarantee completion of required landscaping by the next growing season when irrigation water is available as set forth above in Section 4.d.ii.

Upon Developer’s completion of 100% of the Public and Secured Private Improvements required by this Agreement (provided that completion of landscaping may be deferred until the next growing season per Section 4.d.ii), Developer shall have its engineer provide the Town Engineer with certification that all Public and Secured Private Improvements (other than any deferred landscaping) have been completed in accordance with the approved Plans and Specifications, all required as-builts (in both survey and GIS format), and a request for formal acceptance of the Public Improvements. The Town Engineer shall timely provide Developer’s Engineer with a list of any items requiring correction or completion. Upon the Town Engineer’s satisfaction that all required Public and Secured Private Improvements have been completed as required, and confirmation of receipt of all required as-builts, the Town Engineer shall timely recommend to the Town’s Board of Trustees that the Public Improvements be formally accepted, and that any
remaining amount of the corresponding Security for such Public Improvements or completed Secured Private Improvements be fully released (less any portion retained to guarantee completion of landscaping). Then, the Town shall timely schedule an agenda item for a public meeting of the Board of Trustees in order for the Board to review and approve formal acceptance of the Public Improvements. The warranty period shall commence upon the Board of Trustees’ vote to approve formal acceptance of the Public Improvements. Within thirty (30) days after formal acceptance, the entire remaining amount of the Security (less any amount retained to guarantee completion of landscaping) shall be released, provided that an amount equal to ten percent (10%) of the original amount of the Security for the Public Improvements (but not the Secured Private Improvements) shall remain in place (or Developer may provide a cash deposit, letter of credit, or other replacement security to secure the warranty, in an amount and in a form acceptable to the Town, which replacement security would be substituted for release of the entire amount of the Security).

16. Extension of Due Date

The construction completion date for installation of Public and Secured Private Improvements required in Section 11 may be extended for a reasonable time by the Town, after a written request from Developer and any third party that provided security to the Town to guaranty completion of the Public and Secured Private Improvements. Town Staff shall have the discretion to grant one extension of up to six (6) months, but any further extensions shall require approval by the Board of Trustees at a public meeting. Any such extension shall be conditioned upon Developer continuing to post Security in amounts and with terms required above to guarantee completion of all required Public and Secured Private Improvements, for a period extending at least 30 days longer than any extended completion deadline.

17. Non-Suit

The Town's approval of the Phase 2A Plat and this Agreement shall not make it liable for any loss or damage suffered within or by use of the Development for any act, condition or omission occurring or arising out of or in connection with the Town's approval of the Phase 2A Plat. Neither Developer nor anyone acting through it shall attempt to hold the Town liable for any loss or damages arising out of or in connection with the Town's approval of the Phase 2A Plat.

18. Benefit

The provisions of this Agreement shall bind and inure to the benefit of the parties, their assigns as allowed by this Agreement, and their successors-in-interest of all kinds.

19. Non-Waiver
Any indulgence by the Town to Developer as to the performance of any portion of this Agreement and any waiver by the Town as to Developer's performance or non-performance of any part of this Agreement shall not be deemed or considered to be an indulgence or waiver of any other part of this Agreement or any subsequent non-performance by Developer.

20. Breach by Developer; Town's Remedies

In the event of a breach of any of the terms and conditions of this Agreement by Developer, the Town may take such action as the Town deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship, which action may include the following:

a. The refusal to issue to Developer any building permit or certificate of occupancy.

b. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Manager or his designee, stating that the terms and conditions of this Agreement have been materially breached by Developer. Upon the recording of such an affidavit, no lots or parcels may be sold, conveyed or further developed within the property until the default has been cured; an affidavit signed by the Town Manager or his designee and approved by the Board of Trustees stating that the default has been cured shall remove this restriction.

c. Drawing upon the Security for the purpose of undertaking completion or remediation work on the Public and/or Secured Private Improvements after providing Developer with the ten-day notice specified below. The Security may be applied by the Town toward all costs incurred in remedying Developer’s default, including inspections, testing, and legal and engineering services.

d. The refusal to consider further development plans, building permits or certificates of occupancy within the Development.

e. Any other right or remedy available at law or in equity.

Should the Town prevail in any action to enforce this Agreement or any associated ordinances or approvals against Developer, the Town shall be awarded its court costs, attorneys’ fees, and an amount to compensate the Town for the time of its employees or any experts in the preparation of and/or participation in such action.

Unless necessary to protect the immediate health, safety, and welfare of the Town, and where reasonably practicable to do so, the Town Manager shall provide Developer ten (10) days written notice of intent to take any action under this Section during which ten
(10) day period Developer may cure the breach described in said notice and prevent further action by the Town.

21. **Indemnification/Insurance.**

Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the subdivision of the Development, including, without limitation, indemnification against any claims arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and any amendments thereof, and any claims by the issuer of the Security against the Town with regard to any claim or draw by the Town upon the Security. This indemnification shall include actual attorney's fees and costs incurred in the event that any party brings an action against the Town for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. Therefore, the parties hereto agree to reasonably cooperate to prevent duplicate expenses incurred as a result of the indemnification herein described. Developer shall be obligated to reimburse the Town for all legal or other expenses reasonably incurred by the Town in connection with investigation or defense of any such loss or claim. The Developer shall also cause the Town to be named as an additional insured under the terms of the liability insurance policy maintained by the Developer. A certificate showing such insurance shall be provided to the Town prior to commencement of any work by the Developer, which insurance shall not be subject to cancellation or non-renewal without at least fifteen (15) days prior written notice to the Town.

22. **Waiver of Defects**

In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein or in the other documentation being executed contemporaneously, and concerning the procedure, substance, and form of the ordinances or resolutions approving the Development and adopting this Agreement.

23. **Final Agreement**

To the extent that this Agreement is in conflict with any prior agreement between the parties, this Agreement supersedes and controls with respect to said areas of conflict. In all other respects, said prior agreements shall remain in full force and effect.
24. **Modifications**

This Agreement shall not be amended, except by subsequent written agreement of the parties.

25. **Release of Liability**

It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of Carbondale Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

26. **Invalid Provision**

If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

27. **Governing Law**

The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

28. **Notice**

All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective upon delivery or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Town: Community Development Director  
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623
29. Recording Fees

Developer shall pay for the costs of recording this Agreement and any documents which may be recorded according to the terms of this Agreement.

30. Titles

The Section titles in this Agreement are for convenience only and are not to be used to construe or interpret this Agreement.

31. Estoppel/Completion.

The Town agrees that it will, at any time and from time to time, within thirty (30) days following receipt of a written request from Developer or an independent third party who is a proposed or existing lender, seller or purchaser of property within the Development, execute, acknowledge and deliver to the party making such request, a statement certifying: (i) that this Agreement has not been modified, supplemented or amended and is in full force and effect (or if there have been any such modifications, supplements or amendments, reference to the same will be made); and (ii) that to the best of the Town's knowledge and belief, the obligations of Developer hereunder requiring performance prior to the time of the request, have been performed in compliance with this Agreement (or, if there has been default in such performance, reference to the same will be made). Such statement shall not constitute a waiver by the Town of any claims against Developer and such statement shall in no event subject the Town to any affirmative liability whatsoever to Developer or to any independent third party, notwithstanding the negligence or other inadvertent failure of the Town to investigate, disclose, or correct any deficiency in performance. Prior to or at the time the Town delivers any such statement, the party making such request shall pay to the Town its reasonable costs and attorneys’ fees incurred in preparing, executing and delivering such statement.
THE TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: ____________________________________________
    Dan Richardson, Mayor (date)

ATTEST:

______________________________
Cathy Derby, Town Clerk

STATE OF COLORADO  )
) ss.
COUNTY OF GARFIELD  )

The above and foregoing document was acknowledged before me this ____________
day of ____________________ 2017, by Dan Richardson, as Mayor for the Town of
Carbondale and by Cathy Derby as Town Clerk for the Town of Carbondale.

Witness my hand and official seal.
My commission expires:

______________________________
Notary Public
DEVELOPER:

CERISE PARK, LLC
a Delaware limited liability company

By: ______________________________________
    Frieda K. Wallison, Manager

Date: ______________

STATE OF COLORADO  )
    ) ss.
COUNTY OF _____________  )

The above and foregoing document was acknowledged before me this __________ day of ____________________ 2017, by Frieda K. Wallison as Manager of Cerise Park, LLC, a Delaware limited liability company.

Witness my hand and official
My commission expires:

________________________________
Notary Public
EXHIBIT A

LEGAL DESCRIPTION

Parcel 2 of the THOMPSON PARK SUBDIVISION according to the MASTER PLAT thereof recorded May 19, 2015, as Reception No. 862909, Garfield County, Colorado
EXHIBIT B

COST ESTIMATE FOR PUBLIC IMPROVEMENTS AND SECURED PRIVATE IMPROVEMENTS

[INSERT]
EXHIBIT C

LANDSCAPE PLAN

[INSERT]
EIGHTH AMENDMENT TO THE
ANNEXATION AND DEVELOPMENT AGREEMENT
RELATING TO THE THOMPSON PARK PROPERTY
TOWN OF CARBONDALE

This “Eighth Amendment” to the Annexation and Development Agreement relating to the Thompson Park Property, which document was recorded in the Office of the Garfield County Clerk & Recorder on March 16, 2012, at Reception No. 816055, as amended (the “Annexation Agreement”), is made by and between the TOWN OF CARBONDALE, COLORADO, a Colorado home rule municipal corporation (the “Town”), whose address is 511 Colorado Ave., Carbondale, CO 81623, and CERISE PARK, LLC, a Delaware limited liability company (the “Developer”), whose address is 1880 Lazy O Road, Old Snowmass, CO 81654, to be effective _____________, 2017.

Recitals

A. The Developer is the owner of 100% of the property depicted and described on the Thompson Park Subdivision Master Plat recorded on May 17, 2015, at Reception No. 862909 (“Master Plat”).

B. The Developer and the Town have previously entered into the Annexation Agreement, which includes the following amendments:
   a. First Amendment dated October 22, 2013, recorded as Reception No. 854368;
   b. Second Amendment dated February 25, 2014, recorded as Reception No. 847651 and re-recorded without complete signatures for reasons unknown as Reception No. 852656 (the fully-executed first version of which controls);
   c. Third Amendment dated June 24, 2014, recorded as Reception No. 851166;
   d. Fourth Amendment dated December 9, 2014, recorded as Reception No. 859604;
   e. Fifth Amendment dated February 24, 2015, recorded as Reception No. 859605;
   f. Sixth Amendment dated May 19, 2015, recorded as Reception No. 862912; and
   g. Seventh Amendment dated June 22, 2016, recorded as Reception No. 880318, and re-recorded as Reception No. 881125.

C. The Annexation Agreement, as amended, generally addresses requirements and conditions for the annexation and development of the Thompson Park Subdivision on the property described on the Master Plat.

D. Pursuant to Section 11 of the Annexation Agreement, as a condition of annexation of the Thompson Park Subdivision property to the Town, Developer agreed to impose a real estate transfer assessment (“RETA”) on the seller of any free market residential unit or
lot within the Thompson Park Subdivision, provided that the bulk sale of any undeveloped Parcel or Parcels was expressly exempted from the RETA.

E. Developer now desires to subdivide and develop for residential use less than all of Parcel 2 as shown on the Master Plat, leaving two parcels undeveloped and to be reserved for future development.

F. The Developer and the Town now desire clarify that any undeveloped portion of Parcels 2, 3, and 4 as shown on the Master Plat that are reserved for future development shall be exempt from the RETA set forth in Section 11 of the Annexation Agreement.

NOW THEREFORE, in consideration of the parties’ mutual commitments and agreements, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following additional amendments to the Annexation Agreement:

1. Prior Agreements. The Annexation Agreement, including the amendments listed in the recitals above, is hereby ratified and incorporated by reference except only as expressly modified below. Any defined terms in the Annexation Agreement shall have the same meaning herein.

2. RETA Exemption. Section 11 of the Annexation Agreement is hereby amended to provide that the RETA imposed thereby shall not apply to the bulk sale of (a) any Parcel or Parcels shown on the Master Plat or (b) any parcel or parcels shown on any subsequent Phase Plat that are expressly designated on the Phase Plat as “RESERVED FOR FUTURE DEVELOPMENT,” including, but not limited to, Parcels 2B1 and 2B2 as shown on the Phase 2A Plat.

3. Vested Rights. Nothing herein shall be deemed a waiver of Developer’s statutory vested rights pursuant to Section 6 of the Annexation Agreement; provided, however, the parties agree that Developer’s vested property rights are modified as described herein but shall remain in effect for same time period provided by the Annexation Agreement.

4. Recording. A fully-executed copy of this Eighth Amendment shall thereafter be recorded in the Office of the Garfield County Clerk & Recorder by the Town at the expense of the Developer.

TOWN OF CARBONDALE, COLORADO,
a Colorado home rule municipal corporation,
acting by and through its Board of Trustees

By: ________________________________
    Dan Richardson, Mayor
ATTEST:

By: ________________________________
    Town Clerk

STATE OF COLORADO   )
    ss.                     )
COUNTY OF GARFIELD    )

The foregoing instrument was signed before me this _____ day of __________, 2017, by the Mayor and Town Clerk of the Town of Carbondale, Colorado.

Witness my hand and official seal

My commission expires: ________________________________

    Notary Public

DEVELOPER:

CERISE PARK, LLC, a Delaware limited liability company,

By: ________________________________
    Frieda K. Wallison, Manager

STATE OF COLORADO   )
    ss.                     )
COUNTY OF___________)

The foregoing instrument was signed before me this _____ day of __________, 2017, by Frieda K. Wallison as Manager of Cerise Park, LLC, a Delaware limited liability company.

Witness my hand and official seal

My commission expires: ________________________________

    Notary Public
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THOMPSON PARK SUBDIVISION

This Declaration of Covenants, Conditions, Easements and Restrictions for Thompson Park Subdivision (this “Declaration”) is made this ___ day of _____________, 2017, by Cerise Park, LLC, a Delaware limited liability company.

RECITALS

A. Capitalized terms used in this Declaration are defined in Section 1.1.

B. Declarant owns the Property, which is real property located in the Town of Carbondale, County of Garfield, State of Colorado.

C. Declarant desires to subject the real estate described herein to the terms and conditions set forth herein.

D. The law which governs the type of association described herein is the Colorado Common Interest Ownership Act (Article 33.3 of Title 38 of the Colorado Revised Statutes) as the same may be amended from time to time (the “Act”). The development contemplated herein is a “common interest community” (as such term is defined in the Act). The type of common interest community is a “planned community” (as such term is defined in the Act) because portions of the real estate are designated for ownership by an owners’ association. In the event of any conflict or inconsistency between the provisions of the Act and this Declaration, the provisions of the Act shall govern.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Property subjected to this Declaration shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following covenants, conditions, easements and restrictions and the Act, as may be amended from time to time. This Declaration shall: (i) run with the Property at law; (ii) bind all Persons having or acquiring interest in the Property or any part thereof; (iii) inure to the benefit of and be binding upon every part of the Property and every interest therein; and (iv) inure to the benefit of, be binding upon, and be enforceable by each Owner and his or her heirs, successors in interest and assigns; and the Association and its successor in interest.

Article 1: Definitions and Exhibits

Section 1.1 Definitions. The following initially capitalized terms when used in this Declaration shall have the meanings specified below:
“Act” means the Colorado Common Interest Ownership Act codified at Colorado Revised Statutes §§38-33.3-101 et seq., as amended from time to time. In the event the Act is repealed, the terms of the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

“Allocation Percentage” means the share of any Assessments, expressed as a fraction, to be allocated to each Lot as shown on Exhibit B hereto. The formula for determining the Allocation Percentage is also shown on Exhibit B. The Allocation Percentage for each Lot shall be equal except that the Allocation Percentage for each Deed Restricted Lot shall be approximately 50% of the Allocation Percentage of any Free Market Lot. Said percentage shall not be changed without prior approval from the Town of Carbondale Board of Trustees.

“Declaration” means this Declaration of Covenants, Conditions, Easements and Restrictions for Thompson Park Subdivision as it is amended from time to time.

“Annual Budget” is defined in Section 6.1.

“Articles” means the Articles of Incorporation of the Association that have been filed in the office of the Secretary of State of Colorado, as amended from time to time.

“Assessments” mean Common Assessments, Special Assessments and Specific Assessments.


“Board or Board of Directors” means the board of directors of the Association.

“Bylaws” means the duly adopted Bylaws of the Association, as amended from time to time.

“Common Assessments” is defined in Section 6.3.

“Common Elements” means any real property or easement interest in real property together with all Improvements thereon and personal property owned or held by the Association for the primary benefit of all or some of the Owners and the Property as a whole or a portion thereof, and this term includes both General Common Elements and Limited Common Elements.

“Common Expenses” means, except for those costs and expenses expressly excluded below, all costs and expenses and financial liabilities incurred by the Association pursuant to this Declaration or the Bylaws including, without limitation: all costs of insuring, operating, managing, administering, securing, protecting, cleaning, maintaining, repairing, renewing, replacing or restoring (to the extent not covered by insurance or condemnation proceeds) the Common Elements and public rights-of-way and open ditch channels within the Property;
taxes on any property owned by the Association, if payable by the Association; and funding of working capital and reasonable reserves for such costs and expenses.

“Declarant” means Cerise Park, LLC, and its successors and assigns. No party other than Cerise Park, LLC shall exercise the rights and privileges reserved herein to Declarant unless such party shall receive and record in the Office of the Clerk and Recorder of Garfield County, Colorado, a written assignment from Cerise Park, LLC of all or a portion thereof.

“Delinquency Costs” is defined in Section 6.8.

“Deed Restriction Agreement” means the Declaration of Deed Restriction and Agreement Concerning the Sale, Occupancy, and Resale of Certain Lots within the Thompson Park Subdivision, Phase 2A, Town Of Carbondale, Garfield County, Colorado (“Deed Restriction Agreement”), recorded at Reception No. __________. Additional Deed Restriction Agreements may be recorded against future lots as additional phases are platted.

“Deed Restricted Lot” means those Lots within the Property that are subject to the Deed Restriction Agreement. Additional Lots within the Property may become Deed Restricted Lots in future supplements to this Declaration as additional phases are platted.

“Design Guidelines” means the detailed design guidelines required by Section 10 of the Development Plan and recorded as Reception No. ______________, as may be amended with approval of the Town of Carbondale.

“Development Plan” means the Thompson Park Development Plan approved by the Town of Carbondale and attached as Exhibit A to the Seventh Amendment to the Annexation and Development Agreement Relating to the Thompson Park Property, Town of Carbondale, dated June 22, 2016, recorded as Reception No. 880318, and rerecorded at Reception No. 881125, as may be amended with approval of the Town of Carbondale.

“Director” means a member of the Board.

“First Mortgagee” means the legal holder of a Mortgage with first priority over other Mortgages.

“Fiscal Year” means the fiscal year of the Association set from time to time by the Board pursuant to the Bylaws.

“Free Market Lot” means any Lot that is not a Deed Restricted Lot.

“Future Development Parcels” means Parcels 3 and 4 as shown on the Master Plat and any other parcel shown on any Phase Plat and designated thereon as “RESERVED FOR FUTURE DEVELOPMENT,” including, but not limited to, Parcels 2B1 and 2B2 as shown on the Phase 2A Plat.
“General Common Element” means a Common Element owned or held by the Association for the benefit of all of the Owners and the Property as a whole.

“Guest” means any Person rightfully present on or in rightful possession of any portion of the Property, including, without limitation, (a) a tenant of an Owner or of the Association or (b) an agent, employee, contractor, licensee, invitee, shareholder, partner, Owner or guest of an Owner, the Association or a tenant of either of them.

“Improvement(s)” means all structures, facilities, installations, improvements to property, changes in property, and appurtenances thereto, of every type, kind or nature, including, without limitation, buildings, road, driveways, walkways, fences, walls, patios, decks, gardens, landscaping, re-vegetation, and removal of vegetation, changes in grade, excavations, berms, ditches, culverts, poles, outdoor lighting, antennas and signs.

“Law” means all laws, statutes, ordinances, resolutions, orders, codes, rules, regulations, judgments, decrees and other requirements (including requirements under permits, licenses, consents and approvals) of any federal, state, county, city, town or other governmental authority having jurisdiction over the Property or any activity on the Property.

“Lessee” means any Person or Persons who is the lessee of a Lot under a lease.

“Limited Common Element” means a Common Element owned and maintained by the Association for the benefit of one or more Lots but fewer than all of the Lots, including but not limited to individual yards or driveways. The Plat shall identify the specific Lot or Lots benefited by each Limited Common Element.

“Livestock” means animals, other than cats or dogs, customarily raised or kept on ranches or farms for profit; including, without limitation, horses.

“Lot” means each of the ______ lots or parcels described and numbered as Lots ______ through ______ on Exhibit B of this Declaration and shown on the Plat. All of the Lots and Future Development Parcels together with the Common Elements comprise the “Property.” A Lot may also be described as a “Unit.”

“Master Plat” means the Thompson Park Subdivision Master Plat recorded in the Office of the Garfield County Clerk and Recorder on May 19, 2015, as Reception No. 862909.

“Member” means a member of the Association, and “Membership” means the rights and obligations associated with being a Member.

“Mortgage” means any mortgage or deed of trust or other such instrument, given voluntarily by the Owner of a Lot, encumbering the Lot to secure an evidence of debt or the performance of an obligation which is required to be released upon the payment of such debt or the performance of such obligation.
“Notice to Comply” is defined in Section 7.12.

“Owner” means a Person or Persons who is the owner of fee simple title of Record to a Lot from time to time, but excluding the Association. The term “Owner” shall not include (a) a contract purchaser except a contract vendee under an installment land sales contract; (b) the vendor under an installment sales contract; or (c) a Person holding an interest in a Lot merely as security for the performance of an obligation, unless and until such a security holder becomes an owner in fee simple of such Lot.

“Party Wall” means any common wall adjoining two or more Residences along the boundary between Lots and shall be deemed to include the roofing underlying the portion of the roof over, and the utility lines within, a common wall.

“Permitted” means allowed pursuant to or not inconsistent with the provisions of this Declaration, the Bylaws, the Rules (if any) and in compliance with Law.

“Person” means any individual, corporation, partnership (general or limited, with or without limited liability), limited liability company, estate, trust, business trust, association or any other legal entity.

“Plat” means the ________________________ that was recorded on _____ at Reception No. ________ in Garfield County, Colorado, as such land survey plat as amended or supplemented of Record from time to time. The initial Plat may show blocks of Lots with estimated boundary lines for such Lots, in which case one or more amended Plats shall be recorded with the final Lot boundary lines based on a survey of as-built conditions to determine the location of final boundaries and the location of any Party Walls, if applicable.

“Property” means the real property legally described on Exhibit A along with any and all Improvements now in place or hereafter constructed thereon.

“Record(s)” means the real property records of Garfield County, Colorado.

“Reserve Fund” is defined in Section 6.1.

“Residence” means a building or portion thereof containing bath and kitchen facilities that is designed and used for occupancy as a dwelling on a Lot. A residence may be either a detached single-family dwelling or an individual residential unit within a multi-family building, which building may span several Lots and include Party Walls.

“Restrictions” or “Governing Documents” means (i) this Declaration, as amended from time to time, (ii) the Articles and Bylaws in effect from time to time, (iii) the Rules (if any) in effect from time to time; (iv) any Policies and Procedures; (v) the Development Plan; and (vi) the Design Guidelines in effect from time to time.
“RETA” means the real estate transfer assessment due upon sale of the Lots pursuant to the document recorded with the Garfield County Clerk and Recorder as Reception No. ______________ (the “RETA Covenant”) or as the RETA Covenant may be amended in the future if authorized by the Town of Carbondale. The RETA may apply to additional Lots identified in future supplements to this Declaration as additional phases are platted.

“Rules” or “Rule” means the rules and regulations adopted by the Board pursuant to Section 5.6 as such rules and regulations are amended from time to time.

“Special Assessments” is defined in Section 6.4.

“Specific Assessments” is defined in Section 6.5.

“Thompson Park” means the planned community located on the Property that is subject to this Declaration.

Section 1.2 Exhibits. The Exhibits listed below are attached to and incorporated in this Declaration.

Exhibit A - Legal Description of the Property
Exhibit B - List of Lots, Allocation Percentages, and Allocation Percentage formula

Article 2: The Community.

Section 2.1 Purposes. These covenants and restrictions are made for the purposes of creating and keeping the Property insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; guarding against fires and unnecessary interference with the natural beauty of the Property, all in accordance with the Act.

Section 2.2 Name. The name of the Association is Thompson Park Homeowners Association, Inc.

Section 2.3 Election of CCIOA. The Declarant and the Association have elected to subject Thompson Park to the entire Act and hereby subject the Property to all of the provisions contained in the Act notwithstanding the number of Lots created by the initial Plat.

Section 2.4 Legal Description. Any contact of sale, deed lease, deed of trust, mortgage, will or other instrument affecting a Lot shall legally describe it substantially as follows:

“Lot ____, THOMPSON PARK SUBDIVISION, PHASE __, according to the _______ Plat recorded ________________, 20__ at Reception No. ____________, as amended by the Amended Plat thereof recorded ________, 20__ at Reception
No. __________, in the real estate records of Garfield County, State of Colorado and according to the Declaration of Covenants, Conditions, Easements and Restrictions for Thompson Park Subdivision recorded ________________, 2017 at Reception No. __________ of the real estate records of Garfield County, State of Colorado.”

Article 3: Easements.

Section 3.1 Easements Described on Plat and in Declaration. All of the Property is subject to the easements shown, created, served or granted on the Master Plat, the Plat, and in this Declaration.

Section 3.2 Utility Easements. There is hereby reserved to the Association the following rights: (i) grant of nonexclusive easements for underground utilities, including, without limitation, for the installation, relocation, operation, maintenance, repair and replacement of lines, pumps, pipes, transformers, tanks, wires, conduits, culverts, pedestals and other facilities or systems for ingress and egress to and from the same over and across the Property, and (ii) without extinguishing the aforementioned general easement, from time to time to substitute one or more specific easements for the use by utility companies or others by recording an instrument in the real estate records of Garfield County. Where necessary, the Board shall have the right, without obtaining consent of any Owner or Lienholder, to amend the Plat to reflect any relocations of existing easements on the Plat or the granting of new easements for any of the purposes permitted hereunder.

Section 3.3 Common Elements. All Improvements constructed within the areas affected by the Easements, excepting those Improvements constructed and maintained by Owners, are Common Elements.

Section 3.4 No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of any easement area or any other portion of the Property to or for the general public for any public purpose whatsoever.

Section 3.5 Easements for Encroachments. In the event that any portion of any Improvement on or for the benefit of any Lot or Common Elements now or hereafter encroaches upon any other Lot or Common Elements, the Owners hereby establish and grant an easement for the continued existence and maintenance of such encroachment which shall continue for so long as such encroachment exists and which shall burden the Lot or Common Elements encroached upon and benefit the Lot or Common Elements on which is located or which is benefited by such Improvement. In no event, however, shall an easement for any such encroachment be deemed established or granted if such encroachment is materially detrimental to or interferes with the reasonable use and enjoyment of the Common Elements or Lot(s) burdened by such encroachment or if such encroachment occurred due to willful and knowing misconduct on the part of the Owner claiming the benefit of such easement.
Section 3.6 Rules. The Board may adopt and enforce Rules pursuant to this Declaration governing the use of all easements created under this Declaration for the benefit of the Owners and their Guests.

Section 3.7 Association Easements Over the Lots. There is hereby created and established for the benefit of the Association easements over, across, within and through the Lots as may be necessary for the Association to perform the duties and functions it is obligated or permitted to perform under this Declaration.

Section 3.8 Private Roadways. The Plat may include private roadways, paths or trails as Common Elements to be owned and maintained by the Association, and each Owner shall have a right of ingress and egress over and across any such roadways, paths, or trails; provided, however, that if any such roadways, paths, or trails are designated on the Plat as Limited Common Elements, then easement rights of Owners shall be limited to those Owners of Lots specifically benefited by such Limited Common Elements.

Section 3.9 Party Walls.

3.9.1 The cost of reasonable repair and maintenance of a Party Wall shall be a joint expense of the Owners of the Residences sharing such Party Wall, and each such Owner shall have a perpetual easement in and to that part of the Property on which the Party Wall is located, regardless of the precise location of the Lot boundary with respect to such Party Wall, for Party Wall purposes, including maintenance, repair, and inspection. No Owner shall alter or change the Party Wall in any manner, interior decoration excepted, and the Party Wall shall always remain in the same location as when initially constructed.

3.9.2 In the event of damage or destruction of a Party Wall from any cause, other than the negligence or willful misconduct of an Owner, then the Owners of the Residences sharing such Party Wall shall bear equally the expense to repair or rebuild said wall to its previous condition, which specifically includes the previous sound transmission coefficient, and such Owners, their successors and assigns shall the right to the full use of said wall so repaired and rebuilt. If an Owner’s negligence or willful misconduct shall cause damage to or destruction of said wall, such responsible party shall bear the cost of repair and reconstruction to the extent such Owner’s negligence or misconduct caused such damage.

3.9.3 The Association and each of the Owners sharing a Party Wall shall have the right to break through the Party Wall for the purpose of repairing or restoring sewage, water, utilities, and structural components, subject to the obligation to restore said wall to its previous structural condition, which specifically includes the previous sound transmission coefficient, and the payment to the adjoining Owner of any damage caused thereby. Adjoining Owners shall have the right to make use of the Party Wall provided such use shall not impair the structural support or the sound transmission coefficient of the Party Wall.
3.9.4 Declarant hereby grants to the Association and its representatives and agents a nonexclusive easement to enter upon and use the Property on which a Party Wall is located as may be necessary or appropriate to perform the duties and functions that the Association may be obligated or permitted to perform under this Declaration.

3.9.5 Nothing in this Section 3.9 shall be construed as a waiver of any applicable insurance coverage for damage to any Party Wall.

**Article 4: Covenants, Conditions and Restrictions.**

Section 4.1 Generally. Except as otherwise expressly provided in this Declaration, each Lot shall be owned, used and conveyed subject to the covenants, conditions and restrictions of this Article 4. This Section 4.1 is not intended and shall not be construed to limit the effect of any provision contained in any other Article of this Declaration.

Section 4.2 Compliance with Law. Nothing shall be done or kept on any Lot in violation of Law, and each Lot shall be used, kept and maintained in compliance with Law.

Section 4.3 Permitted Use of the Lots Generally. Except to the extent expressly permitted by this Declaration, the Lots shall be improved and used solely for the construction of homes, with one Residence per Lot. Lot Owners shall be entitled to the quiet use and enjoyment of their Lot and Residence and shall not interfere with the right of other Owners to the same.

Section 4.4 Design Guidelines. Every Improvement on any Lot shall comply with the Design Guidelines to the extent applicable to such Lot. In the event of any conflict between this Declaration and the Design Guidelines, the Design Guidelines shall control. The Board shall serve as the architectural control committee required by Section 10 of the Development Plan. Prior to construction of any Improvement, except for landscaping or non-structural Improvements located entirely within a structure or within any private courtyard on a Lot, the Owner shall apply to the Board for approval. The Board shall have the authority to adopt Rules concerning the submittal and review process which may include (among other things) fees, a requirement for plans stamped by a licensed architect or engineer, and a requirement for the applicant to reimburse the Association for the costs of any architect or other professional consultant retained by the Board. The Town of Carbondale shall also have the right, but not the obligation, to enforce the Design Guidelines. The design review process shall not apply to construction or landscaping by Declarant. The initial Design Guidelines are recorded at Reception No. _______________ and incorporated into this Declaration by reference. The Design Guidelines may be amended as provided for therein. An amendment to the Design Guidelines shall not constitute an amendment to this Declaration; such amendment is therefore not subject to Section 9.2 of this Declaration.

Section 4.4.1 Non-Liability for Design Review. The Board will use reasonable judgment in accepting or disapproving all plans and specifications submitted to it.
Neither the Board, the Association, nor any individual Board member will be liable to any person for any official act of the Board in connection with submitted plans and specifications, except to the extent that the Board or any individual Board member acted with malice or performed any intentional wrongful acts. Approval by the Board does not necessarily assure approval by the appropriate governmental body or the Town of Carbondale. Notwithstanding that the Board has approved plans and specifications, neither the Board, the Association, nor any of its members will be responsible or liable to any Owner, developer, or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval of, or the construction of, any Improvement(s). Neither the Association, nor the Board, nor any agent thereof, nor Declarant, nor any of Declarant’s partners employees, agents, or consultants will be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the provisions of this Declaration, the Design Guidelines, the Development Plan, or the Rules, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Association will defend and indemnify its Board members in any such suit or proceeding which may arise by reason of the Board's decisions; provided, however, that the Association will not be obligated to indemnify a member of the Board to the extent that any such member is adjudged to be liable for malice or intentional wrongful acts in the performance of his or her duty as a member of the Board, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

Section 4.5 Domestic Pets. Household pets, such as dogs and cats, must be under the Owner’s physical control at all times including the use of leashes when on Common Elements. Owners shall be responsible for immediately cleaning and removing all droppings. Livestock is not permitted on the Property.

Section 4.7 Utility Facilities. Only utility facilities for utility services approved by the Board and of the type necessary and customary for the uses permitted on the Lots shall be constructed or installed on any Lot. All utility facilities on each Lot shall be placed underground, except such utility facilities as are required by their function, by the providers of the Utilities Services or by Law to be above ground. To the extent not underground, utility facilities shall be shielded from view with natural materials and made as unobtrusive as is reasonably possible. Utility facilities should be installed in a manner that minimizes disturbance of the natural environment.

Section 4.8 Fences. Except for any Limited Common Elements specifically designated as fenced areas on the Plat, fences are not permitted to be constructed on the Lots or Common Elements without prior written approval by the Board, acting as the Architectural
Review Committee and in accordance with the Design Guidelines, which approval may be withheld in the Board’s sole discretion. All approved fences shall be constructed in compliance with the architectural site plans recorded with the Plat(s). Chain link fences are not allowed under any circumstances.

Section 4.9 Temporary Buildings. No boat, mobile home, tent, trailer or modular building or other temporary building shall be permitted on any Lot, except for any builder’s construction trailer or similar structure approved pursuant to Section 4.12, below, which shall be removed promptly upon completion of the subject Improvement on the Lot.

Section 4.10 Repair of Improvements. No Improvement on any Lot that has been damaged or partially or totally destroyed by fire, earthquake, or other cause shall be allowed to remain in such state for more than six months following the date of damage or destruction, unless such damage is non-structural and not visible from the exterior of a building. Upon the occurrence of any such damage or destruction, the Owner of the Lot shall promptly and with reasonable diligence, after acquiring any approvals from the Board required by this Declaration, either rebuild the Improvement or raze the Improvement and restore the land on which the Improvement was located to the condition the land was in prior to the damage or destruction.

Section 4.11 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth; provided, nothing herein shall prohibit exporting and hauling of gravel, aggregate or earth that may be excavated or generated in connection with standard practices incidental to the construction of Improvements.

Section 4.12 Exception for Construction. During the course of construction of any Improvements that is permitted on a Lot, the Board shall have the authority to grant temporary waivers to any of the restrictions of this Article 4 to the extent reasonably necessary to permit such work to be undertaken in a reasonable manner, provided that nothing is done in the course of such work that shall result in the violation of any restriction in this Article 4 upon the completion of the Improvement.

Section 4.13 Exemption for Association. The Association shall not be subject to the provisions of this Article 4.

Section 4.14 Transfer Assessment. All sales, transfers, or conveyances of any Lot shall be subject to payment of the RETA pursuant to the terms of the RETA Covenant and subject to the exceptions stated therein attached to this Declaration and incorporated in this Declaration by reference. The RETA may apply to additional Lots identified in future supplements to this Declaration as additional phases are platted.
Section 4.15  **Deed Restricted Housing.** The Deed Restricted Lots have been designated for deed-restricted affordable housing and shall be subject to additional restrictions to be included in the recorded deeds for such Lots and the applicable Deed Restriction Agreement. This restriction applies to Lot 3 of Phase 2A and may apply to additional Lots identified in future supplements to this Declaration as additional phases are platted.

Section 4.16  **Fireplaces.** Solid fuel burning fireplaces, stoves, appliances, and other devices are prohibited. Gas-burning fireplaces, grills, and similar devices are permitted, as are charcoal-burning grills.

Section 4.17  **Irrigation.** All lawn and garden, common space, open space and parkland irrigation uses within Thompson Park shall be from a separate raw water irrigation system or systems that shall not be connected to the domestic in-house supply for any building unit or residence or to the non-potable irrigation system that serves the Historic House Parcel (as shown on the Master Plat). Total irrigated areas within Thompson Park, including irrigation of the Historic House Parcel, shall not exceed 4.71 acres, and total residential lawn and garden irrigation shall not exceed 2.3 acres. Each lot or unit located within Areas A, B or C (as shown on the Master Plat) shall have no more than 2500 square feet of irrigated lawn and garden area; each lot or unit located within Areas D or E shall have no more than 3500 square feet of irrigated lawn and garden area; and each lot or unit within Areas F and G shall have no more than 5000 square feet of irrigated lawn and garden area. The raw water irrigation system and all parts and components thereof, including any and all pump stations, shall be owned and operated by the Association and shall be considered a General Common Element. This Section 4.17 shall not be amended without the prior written consent of the Town of Carbondale.

Section 4.18  **Off-Street Parking.** The Owner of a Lot containing an enclosed garage or carport or surface parking space shall be required to park the Owner’s vehicle(s) in the parking spaces provided therein, and Owner shall not park the Owner’s vehicle(s) on the street in front of the Lot.

Section 4.19  **Solar Devices and Design.** All Residences located within the Property shall be designed and constructed to accommodate solar energy devices as provided for in the Design Guidelines. All provisions in this Declaration and the Design Guidelines regarding solar energy devices shall comply with applicable state statutes regarding the same, including, but not necessarily limited to, C.R.S. § 38-30-168.

**Article 5: Association**

Section 5.1  **Organization.** The Association is a non-profit Colorado corporation created for the purpose of administering and managing certain aspects of Thompson Park pursuant to its Articles and Bylaws and any other Rules or restrictions. Neither the Articles,
Bylaws, Rules or other restrictions promulgated by the Association shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In case of conflict between this Declaration and the Articles, Bylaws or other restrictions, this Declaration shall control.

Section 5.2 Ownership Generally. Every Owner shall be a Member of the Association. When an Owner consists of more than one Person, all such Persons shall, collectively, constitute one Member of the Association and all such Persons shall be jointly and severally obligated to perform the responsibilities of Owner. Membership in the Association shall automatically terminate when a Person ceases to be an Owner, whether through sale, intestate succession, testamentary disposition, foreclosure or otherwise. The Association shall recognize a new Owner as a Member upon presentation of satisfactory evidence of Record of the sale, transfer, succession, disposition, foreclosures or other transfer of a Lot to such Owner. Membership in the Association may not be transferred, pledged or alienated in any way, except to a new Owner upon conveyance of a Lot. Any attempted prohibited transfer of a Membership shall be void and shall not be recognized by the Association.

Section 5.3 Voting Classes and Allocation of Votes. Each Member shall have voting rights in the Association. The vote of any Member owning a Deed Restricted Lot or a Free Market Lot shall amount to one (1) vote. Members’ voting rights shall not be altered without prior approval from the Town of Carbondale Board of Trustees. If a Lot is owned by two or more Persons, then, pursuant to Section 5.2, such Persons shall constitute one Member, and shall share and jointly control, pursuant to the Bylaws, the voting rights allocated to such Lot.

Section 5.4 Board of Directors. The affairs of the Association shall be governed by the Board, which may, by resolution, delegate any portion of its authority to an executive committee or an officer or managing agent of the Association. Except as otherwise specifically provided by Law or in this Declaration, the Articles or Bylaws, the Board may exercise all rights and powers of the Association without a vote of the Members. The qualifications and number of Directors, the term of office of Directors, the manner in which Directors shall be appointed or elected and the manner in which Directors shall be replaced upon removal or resignation shall be as set forth in the Bylaws.

Section 5.5 Bylaws. The Board may adopt Bylaws for the regulation and management of the Association, provided that the provisions of the Bylaws shall not be inconsistent with the provisions of this Declaration. The Bylaws may include, without limitation, provisions regarding the appointment or election of the Board and the appointment or election of officers of the Association, subject to the terms of this Declaration.

Section 5.6 Adoption of Rules. This Declaration, the Articles, the Bylaws, and the Design Guidelines establish a framework of affirmative and negative covenants, conditions, easements and restrictions that govern Thompson Park. The RETA Covenant and Deed
Restriction Agreement also impose additional restrictions on all or some of the Lots. The Board shall be authorized to and shall have the power to adopt, amend and enforce rules applicable within Thompson Park with respect to any Lot, Common Element or function of the Association, and to implement the provisions of this Declaration, including but not limited to, Rules to prevent or reduce fire hazard; to prevent disorder and disturbances of the peace; to regulate animals; to assure fullest enjoyment of use; to regulate signs; to regulate use of any and all Common Elements to assure fullest enjoyment of use; to promote the general health, safety and welfare of persons residing, visiting and doing business within the Property; and to protect and preserve property and property rights. No Rule shall conflict with the terms of this Declaration, the Bylaws, the Articles, RETA Covenant, Deed Restriction Agreement, or Design Guidelines. The Rules may be modified, cancelled, limited or exceptions created thereto, or expanded from time to time. Any amendment of or addition to the Rules may be made upon the affirmative vote of a majority of the Board. Except as may be set forth in this Declaration, all Rules shall comply with the following provisions:

(a) The Rules shall be reasonable and shall be uniformly applied.

(b) The Association may prohibit activities not normally associated with property restricted to residential use, and the Association may also restrict or prohibit any activities that create monetary costs for the Association or other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside of a Lot, or that create a nuisance or source of annoyance.

(c) No Rule shall, by singling out a particular Owner or Lot, alter the rights to use the Common Elements to the detriment of such Owner or Lot. Nothing in this provision shall prevent the Association from changing Common Elements available, from adopting generally applicable Rules for the use of Common Elements or from denying use privileges to those who are delinquent in paying Assessments, misuse the Common Elements or violate the Restrictions. This provision does not affect the right to levy and collect Assessments pursuant to other terms of this Declaration.

(d) No Rule shall require the consent of the Association for transferring title to any Lot; provided that no transfer is permitted without compliance with the RETA Covenant or Deed Restriction Agreement, if applicable, according to their terms.

Section 5.7 Functions and Duties of the Association. The Association shall perform each of the following duties for the benefit of its members:

(a) Maintenance of the Common Elements. The Association shall operate, keep and maintain the Common Elements in good condition and repair and in compliance with Law and the Restrictions. The Association shall improve, construct, replace or repair the Common Elements or any part thereof when necessary or desirable to do so in its judgment and
discretion. Notwithstanding any other provisions of this Declaration, if any repairs to any Common Elements are necessitated by the negligent, reckless or intentionally wrongful act or omission of any Owner or a guest of an Owner, then such repairs shall be undertaken by the Association at the sole cost and expense of such Owner and such costs and expenses shall be assessed as a Specific Assessment against the Lot of such Owner. Notwithstanding the Allocation Percentages, the Board shall have the authority to assess any special costs of maintaining Limited Common Elements to the Lot(s) benefited by such Limited Common Elements.

(b) Additional Maintenance. In addition to the Association’s Common Element maintenance obligations, the Association shall also be responsible, in perpetuity, for the irrigation and maintenance of the landscape strips and irrigation systems within the public rights-of-way in Thompson Park. The Association shall also be responsible, in perpetuity, for maintaining, repairing, and/or replacing, as necessary, the open ditch channels that run through the Property. Said maintenance shall include, but not be limited to, annual cleaning of the channels to remove silt and debris and cleaning bar screens and pipeline inlets.

(c) Other Functions. The Association shall perform the other functions specifically required to be performed by the Association pursuant to the Restrictions, including, without limitation, determining, levying and collecting Assessments and enforcing the terms of the Restrictions as the Association deems appropriate.

Section 5.8 Powers and Authority. The Association shall have the following powers and authority:

(a) Assessments. To determine, levy and collect Assessments.

(b) Charges and Fees. To determine, levy and collect charges and fees for the violation of the Restrictions.

(c) Rules. To make, establish and promulgate Rules. Owners and Guests shall be subject to the Rules and such Rules shall have the same purpose and effect as the covenants, conditions and restrictions included in this Declaration and shall be treated as incorporated herein.

(d) Bylaws. To adopt and amend the Bylaws.

(e) Enforcement. To enforce, on its own behalf and on behalf of all Owners, all of the covenants, conditions and restrictions set forth in the Restrictions, and to perform all other acts reasonably necessary to enforce any of the provisions of the Restrictions, including, without limitation, the suspension of Membership privileges and the imposition of fines on Owners or Guests who violate or permit violations of the Restrictions.
(f) Management Company. To retain the services of a professional management company to manage some or all of the affairs of the Association.

(g) Borrowing. To borrow money and to incur indebtedness for the purposes of the Association.

(h) Assignment. To assign its right to future income, including the right to receive Assessments.

(i) Sale of Common Elements. To convey or subject to a lien or encumbrance any Common Elements.

(j) Insurance. To maintain the insurance coverage pursuant to Section 8.1.

(k) Contracts. To make contracts and incur liabilities in furtherance of its purposes.

(l) Additional Improvements. To cause additional Improvements to be made as part of the Common Elements, including the construction of any capital asset for the benefit of some or all of the Lots or Owners, including, without limitation, access roads, paths, walkways and landscaping changes; improvements (including without limitation, removal of trees and other vegetation) and appurtenances; recreational areas and facilities, picnic areas, playgrounds, shelters, exercise facilities, trash enclosures; postal facilities; parking areas; storage facilities for supplies and equipment; earth walls, retaining walls and other road supports; lighting; signage; and the additional right to construct any and all types of structures, facilities and Improvements useful or necessary to benefit Owners or to provide the services of the Association.

(m) Art. The Association shall have the authority to purchase, install, maintain repair and replace works of art on the Common Elements including the area designated on the Plat as the Art Easement; provided, no sculpture or other art installed by Declarant shall be removed, altered or replaced without Declarant’s prior written consent during the term of the Art Easement as described below in Section 7.4.

(n) Property. To acquire, hold, encumber and convey in its own name any right, title or interest in real or personal property.

(o) Sanctions. To impose and receive charges for late payments of Assessments, recover reasonable attorneys’ fees and disbursements and other costs of collection for Assessments and other actions to enforce the rights of the Association, regardless of whether
or not suit is initiated, and after notice and opportunity to be heard, levy reasonable fines and penalties for violations of the Restrictions, including suspension of Membership privileges.

(p) **Charges.** Impose and receive reasonable charges for the preparation and recordation of amendments to this Declaration or statements of unpaid Assessments.

(q) **Indemnification.** Provide for the indemnification of the Association’s officers and Board and maintain Directors and Officers’ liability insurance.

(r) **Professional Services.** To obtain and pay for legal, accounting and other professional services.

(s) **Performance through Others.** To perform any of its functions by, through or under contractual arrangements, licenses, or other arrangements with any governmental, quasi-governmental or private entity as may be necessary or desirable.

(t) **Lawsuits.** To institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot owners on matters affecting Thompson Park, including construction defect cases, provided that the Association shall comply with the procedures set forth in C.R.S. § 38-33.3-303.5 prior to initiating a construction defect lawsuit.

(u) **Law.** To exercise any right or privilege provided to the Association by Law.

(v) **Other.** To carry out all other duties, functions or rights of the Association as set forth in the Restrictions from time to time.

(w) **Implied Authority.** To exercise any power or authority as may be necessary, convenient or desirable to fulfilling or exercising any duty, function or power that the Association may otherwise have or enjoy under the terms of this Declaration.

Section 5.9 **Financial Statement.** The Board shall provide a financial statement (which need not be audited) for the immediately preceding Fiscal Year, free of charge, to a Member so requesting or to any First Mortgagee of a Lot so requesting within a reasonable time after written request therefor by any such party, to the extent available.

Section 5.10 **Association Books and Records.** The Association shall make available to Owners current copies of this Declaration, the Articles, Bylaws, Rules, Design Guidelines, books, records and financial statements of the Association as required by Section 317 of the Act. Such records shall be made available for inspection upon request during normal weekday
business hours or under other reasonable circumstances. The Association may impose a reasonable charge for copies as provided by Section 317 of the Act.

**ARTICLE 6: Financial Matters and Assessments**

Section 6.1 **Annual Budget.** The Board shall cause to be prepared and adopted annually, prior to the beginning of each Fiscal Year, a budget for the Association (the “Annual Budget”). The Annual Budget shall include all of the following: (i) the estimated Common Expenses and revenues of the Association for such Fiscal Year, in reasonable detail as to the various categories of expenses and revenues; (ii) the current cash balance in any reserve fund established and maintained by the Association for the purpose of funding the periodic repair or replacement of any of the Common Elements, including without limitation landscaping, irrigation systems, and private roads, and for unbudgeted and unplanned Common Expenses incurred by the Association from time to time (the “Reserve Fund”), (iii) an estimate of the amount required to be spent during such Fiscal Year from the Reserve Fund; and (iv) a statement of the amount required to be added to the Reserve Fund during such Fiscal Year to cover anticipated withdrawals and adequately address contingencies and anticipated needs in future Fiscal Years.

Section 6.2 **Assessments.** There shall be three types of Assessments: (a) Common Assessments as described in Section 6.3; (b) Special Assessments as described in Section 6.4; and (c) Specific Assessments as described in Section 6.5. Each Owner, by adoption of this Declaration or by accepting a deed or other instrument of conveyance for any Lot, is deemed to covenant and agree to pay these Assessments pursuant to the terms and conditions of this Declaration and the other applicable Restrictions.

Section 6.3 **Common Assessments.** The Owner of each Lot is liable for and subject to assessments for a portion of the Common Expenses equal to the Owner’s Allocation Percentage (the “Common Assessments”). The Common Assessments shall be calculated, paid, adjusted and reconciled in accordance with the following provisions:

(a) **Payment.** The Board shall assess Common Assessments against the Owner of each Lot based on the Annual Budget in accordance with the Allocation Percentage. Each Owner is obligated to pay the Association the Common Assessments made against such Owner’s Lot, and the payment shall be due on the first day of each fiscal quarter, in (4) equal installments, or in another reasonable manner designated by the Board. The Board’s failure to fix the Common Assessments prior to the commencement of any Fiscal Year shall not be deemed a waiver or modification of any of the provisions of this Declaration or a release of any Owner from its obligations to pay Common Assessments or any installments of them for that Fiscal Year, but the Common Assessments fixed for the preceding Fiscal Year shall continue until the Board fixes the new Common Assessment.
(b) **Adjustment.** To the extent that payments of Common Assessments during the balance of any Fiscal Year are inadequate or more than required to meet the Association’s obligations intended to be covered by such Common Assessments, the Board may amend the Annual Budget and increase the Common Assessments for the balance of such Fiscal Year by giving not less than 30 days’ prior notice to all Owners. Alternatively, in the event that payments of Common Assessments during the balance of any Fiscal Year are more than required to meet the Association’s obligations, the Association may, at its discretion, put the surplus into the Reserve Fund instead of amending the Annual Budget as provided in this subsection.

(c) **Reconciliation.** After the end of each Fiscal Year, the Board may reconcile the actual Common Expenses incurred by the Association during that Fiscal Year against the Common Assessments that the Association received and intended to cover such Common Expenses. To the extent that the Owners have paid more than the actual Common Expenses, the Board may either (i) credit the overpayments against the Owners’ Common Assessments for the next Fiscal Year; or (ii) deposit the overpayments into the Reserve Fund.

Section 6.4 **Special Assessment.** The Association may levy from time to time one or more special assessments (“**Special Assessments**”) for the purpose of defraying in whole or in part the cost of any construction, maintenance, repair, improvement, modification, restoration, unexpected repair or replacement of any Common Element or for carrying out the other responsibilities or functions (whether required or discretionary) of the Association in accordance with this Declaration. Each Special Assessment shall be allocated in accordance with the Allocation Percentage. Each Owner shall pay all Special Assessments assessed against the Owner’s Lot. Special Assessments shall be paid at the time(s) and in the manner reasonably determined by the Board. The Board may require that Special Assessments be paid before the service, improvement or other item for which the Special Assessment is being levied is provided.

Section 6.5 **Specific Assessments.** The Association shall have the power to levy assessments against one or more particular Lot(s) as follows (“**Specific Assessments**”):

(a) to cover costs incurred in bringing the Lot into compliance with the terms of the Restrictions, or costs incurred as a consequence of the conduct of the Owner or such Owner’s Guests;

(b) to cover necessary costs or expenses incurred by the Association that benefit one or more Lots but fewer than all Lots, such as repair and maintenance of Limited Common Elements or otherwise; and

(c) to cover any costs or expenses that are recoverable as Specific Assessments pursuant to other provisions of this Declaration.

Section 6.6 **Default Assessments.** All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the
obligation of an Owner shall become liens against such Owner’s Lot which may be foreclosed or otherwise collected as provided in this Declaration.

Section 6.7 Commencement of Assessments. The obligation to pay Common Assessments, Special Assessments and Specific Assessments is a continuing obligation.

Section 6.8 Payment of Assessment; Notice and Acceleration. Each Owner shall pay all Assessments assessed against such Owner’s Lot by the Association in accordance with the terms of this Declaration. Each Assessment is a separate, distinct and personal debt and obligation of the Owner against whose Lot the Assessment is assessed. All Assessments are payable in full without offset for any reason whatsoever. Each Owner’s obligation to pay Assessments is entirely independent of any obligation of the Association to the Owner or any other Owner to that Owner. Any Assessment or installment of an Assessment not paid within five days after it becomes due is delinquent. If an Assessment or installment of an Assessment is delinquent, the Association may recover all of the following (collectively, the “Delinquency Costs”): (a) interest from the date due at the rate of 18% per annum; (b) late charges and other monetary penalties imposed by the Association pursuant to any Governing Document; and (c) all collection and enforcement costs, including reasonable attorneys’ fees and expenses, incurred by the Association. If an Assessment or installment of an Assessment is delinquent, the Association may notify the Owner of the delinquency and state in the notice (i) the amount of the delinquent Assessment or installment; (ii) the Delinquency Costs accrued to date; and (iii) the date by which the delinquent Assessment or installment and all associated Delinquency Costs must be paid. If the Association gives such a notice and the delinquent Assessment or installment of an Assessment and all associated Delinquency Costs are not paid in full by the due date specified in the notice, then the Association, at its option, may declare all unpaid installments of the subject Assessment for the current Fiscal Year to be immediately due and payable in full without further demand or notice and may enforce the collection of the Assessment (including any installments whose due dates were accelerated).

Section 6.9 Enforcement of Assessments. If any Assessment is not fully paid within five (5) days after the same becomes due and payable, then as often as the same may happen, (i) Delinquency Costs shall begin to accrue from the date due until the date of payment, (ii) the Association may accelerate the remaining payments in accordance with Section 6.8, (iii) the Association may thereafter bring an action at law or in equity or both against any Owner personally obligated to pay the same, and (iv) the Association may bring an action to foreclose its lien against the particular Lot as provided in the Act and herein in the manner and form provided by Colorado law for foreclosure of real estate mortgages.

(a) Suit. The Association may bring a suit or suits at law to enforce the Owner’s obligation to pay a delinquent Assessment (including any installments whose due dates are accelerated by the Association pursuant to Section 6.8) and associated Delinquency Costs. Each action shall be brought in the name of the Association. The
judgment rendered in the action shall include costs and reasonable attorneys’ fees in an amount adjudged by the court against the defaulting Owner. Upon full satisfaction of the judgment, the Association, by one of its officers, shall execute and deliver to the judgment debtor an appropriate satisfaction of the judgment.

(b) **Lien and Foreclosure.** Assessments (including any installments whose due dates are accelerated by the Association pursuant to Section 6.8) and associated Delinquency Costs constitute a continuing mortgage lien on the Lots against which they are assessed from the date due. Such lien shall be perfected upon the Recording of this Declaration and no further claim shall be required. If an Assessment is delinquent, if the Association gives a notice concerning the delinquency and if the delinquent Assessment is not paid in full by the due date specified in the notice, then the Association may foreclose the lien securing the Assessment, any installments whose due dates are accelerated by the Association pursuant to Section 6.8, and any associated Delinquency Costs in accordance with the laws of the State of Colorado. The Association may undertake and conduct such foreclosure in the manner for foreclosure of mortgages under the laws of Colorado.

(c) **Further Actions by Association.** The foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installment thereof which are not fully paid when due or for any subsequent default Assessments). Except as limited by the Deed Restriction Agreement, the Association shall have the power and right to bid in or purchase any Lot at foreclosure or any other sale and to acquire and hold, lease, or mortgage the Lot and to convey, or otherwise deal with the Lot acquired in such proceedings.

(d) The remedies provided above are not exclusive of any other remedies provided for in favor of the Association under the other terms of the Restrictions or otherwise available to the Association under law or in equity. By electing to pursue one or more available remedies, the Association shall not be deemed to have waived its right to pursue any other remedies that may be available to it for a failure by an Owner to pay any Assessment.

Section 6.10 **Purchaser’s Liability for Assessments.** Notwithstanding the personal obligation of each Owner to pay all Assessments levied against the Lot, and notwithstanding the Association’s perpetual lien upon a Lot for such Assessments, all purchasers shall be jointly and severally liable with the prior Lot Owner(s) for any and all unpaid Assessments against such Lot, without prejudice to any such purchaser’s right to recover from any prior Lot Owner any amounts paid thereon by such purchaser. A purchaser’s obligation to pay Assessments shall
commence upon the date on which the purchaser becomes the Owner of a Lot. For Assessment purposes, the date a purchaser becomes a Lot Owner shall be determined as follows:

(a) In the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Lot Owner shall be deemed to be upon the expiration of all applicable redemption periods;

(b) In the event of a conveyance or transfer by deed in lieu of foreclosure, a purchaser is deemed to become the Lot Owner upon the execution and delivery of the deed or other instruments conveying or transferring title to the Lot, irrespective of the date the deed is recorded; and

(c) In the event of a conveyance or transfer by deed, a purchaser shall be deemed to become the Lot Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Lot, irrespective of the date the deed is recorded.

However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions set forth herein.

Section 6.11 Waiver of Homestead Exemption; Subordination of Association’s Lien for Assessments. By acceptance of a deed or other instrument of a transfer of a Lot, each Owner irrevocably waives the homestead exemption provided in C.R.S. §38-41-201, as amended. The Association’s perpetual lien on a Lot for Assessments shall be superior to all other liens and encumbrances except the following:

(a) Real property ad valorem taxes and special assessment liens duly imposed by a Colorado governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

(b) To the extent permitted under the Act, the lien of any First Mortgagee, including any and all advances made by the First Mortgagee and notwithstanding that any of such advances may have been subsequent to the date of the attachment of the Association’s liens (except that the Association’s priority lien under the Act shall remain superior to the First Mortgagee).

All other persons or entities not holding the liens described in (a) or (b) above and obtaining a lien or encumbrance on any Lot after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association’s future liens for Assessments, interest, late charges, costs, expenses, and attorney’s fees as
provided herein, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

A sale or other transfer of a Lot, including but not limited to a foreclosure sale, shall not affect the Association’s lien on such Lot for assessments, interest, late charges, costs, expenses and attorney’s fees due and owing prior to the time such purchaser acquires title and shall not affect the personal liability of each Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser or transferee of a Lot from liability for, or the Lot from the lien of, any Assessments made after the sale or transfer.

Section 6.12 Owners not Exempt from Liability. No Owner is exempt from liability for payment of Assessment by waiver of the use or enjoyment of any portion of the Common Elements, by abandonment of its Lot, or otherwise.

Section 6.13 Reallocation. If any Assessment remains unpaid for more than six months after it is first due, the Association may treat the unpaid Assessment as a Common Expense to be assessed against all Lots other than Deed Restricted Lots; provided, however, that if the Association subsequently collects all or any part of the unpaid Assessment, through foreclosure of its lien or otherwise, then any Owner who has paid a portion of the unpaid Assessment as a Common Expense is entitled to a credit (in an amount equal to its pro rata share of the amount of the unpaid Assessment that the Owner paid that was subsequently collected by the Association) against any Common Assessments subsequently due from that Owner.

Section 6.14 Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail an Assessment notice to each Owner will not be deemed a waiver, modification, or release of any Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association in accordance with any budget procedures as may be required by the Act.

Section 6.15 Disputes and Records. Any Owner or an Owner’s authorized representative may inspect the books and records of the Association during regular business hours upon reasonable notice. If an Owner disputes the amount of any Assessment against its Lot and is unable to resolve the issue through an inspection of the Association’s books and records, the Owner will continue to pay in a timely manner the full amount of the disputed Assessment until, if ever, it is finally determined that the amount is incorrect (in which case the Association will promptly refund any overpayment). If the Owner fails to pay the disputed Assessment while the dispute is pending, the Association may immediately pursue any of its remedies for the failure (including, without limitation, suit against the Owner and/or foreclosure of the Association’s lien against the Owner’s Lot), and the pendency of the dispute is not a bar or defense to any actions by the Association.
Section 6.16 Certificate. Within 21 calendar days after receiving a written request from any Owner, Mortgagee or designee of either of them, or any title company, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the Association’s registered agent, the Association will furnish to the requesting party a certificate executed on behalf of the Association and addressed to the requesting party, stating that any unpaid Assessment due from the requesting Owner or Owner of the Lot encumbered by the requesting Mortgagee’s Mortgage, or stating that there are no unpaid Assessments due from such Owner, as the case may be. A certificate furnished by the Association pursuant to this Section 6.16 is binding upon the Owner and the Association. The Association may charge the Owner of any Lot for which such a certificate is furnished pursuant to this Section 6.16, and the Owner will pay as a Specific Assessment, a reasonable fee for the preparation of the certificate in an amount determined by the Association from time to time.

ARTICLE 7: Declarant’s Reserved Rights

Section 7.1 Construction and Marketing. Declarant, for itself and its successors and specific assigns, hereby retains a right and easement of ingress and egress over, in, upon, and across the Property and all other real property owned by Declarant as depicted on the Master Plat, and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the complete construction of all Improvements and sale of all Lots and future Lots proposed for the Property and other parcels shown on the Master Plat as approved by the Town of Carbondale including, but not limited to, construction trailers, temporary construction offices, sales offices, and directional and marketing signs. Declarant, for itself and its successors and specific assigns, hereby retains the right to maintain any Lot or Lots as sales offices, management offices, or model residences so long as Declarant, or any successor Declarant, continues to own, lease, or control a Lot. The use by Declarant of any Lot as a model residence, office, or other use shall not affect the Lot’s designation as a separate Lot subject to Assessments. Notwithstanding any other provision of this Declaration, Declarant shall have the right to construct all types of Improvements, including without limitation new homes on any of the Lots, without restriction by the Association or the Owners and without any requirement for any type of permission or pre-approval. The design review process described above in Section 4.4 shall not apply to any construction of homes or any other Improvements whatsoever by Declarant.

Section 7.2 Reservation for Expansion. Declarant hereby reserves to itself and the Association and/or Owners in all future phases of Thompson Park Subdivision as shown on the Master Plat an easement and right-of-way over, upon and across the Property, including the Future Development Parcels, for construction, utilities, drainage, irrigation, and ingress and egress to and from all parcels shown on the Master Plat, and for use of the Common Area as may be reasonably necessary or incident to the construction of improvements on the Lots or future Lots that may be created on the Property. The location of these easements and rights-of-way may
be made certain by Declarant or the Association by instruments recorded in the Office of the Clerk and Recorder of Garfield County, Colorado.

Section 7.3 Supplemental Declaration and Development Rights. Declarant shall have the right to create additional Lots and Common Elements within the Future Development Parcels, which Lots shall automatically become part of Thompson Park and be subject to this Declaration, and to record one or more additional Plats regarding the same. Upon recording each new Plat, Declarant shall amend Exhibit B to incorporate the new Lots into the table in Exhibit B and to recalculate the Allocation Percentages for the new Lots and existing Lots pursuant to the formula set forth in Exhibit B. Such amendment shall be recorded in the Garfield County real property records. The Future Development Parcels as shown on the Master Plat and any other Plat may be developed and platted in any order determined by Declarant in its sole discretion. Declarant or the Association may annex real property adjacent to the Property into Thompson Park according to the procedures set forth in the Act upon prior approval of such annexation by the Town of Carbondale Board of Trustees. Following annexation, Exhibit B and the Allocation Percentages therein shall be amended as appropriate. The rights of Declarant and any successor or specific assign to exercise such rights to annex additional real property shall expire 50 years after the date of recording of this Declaration.

Section 7.4 Art Easement. Declarant shall have the right to install, remove, or replace a sculpture or other work of art to be selected by Developer in its sole discretion within the Art Easement shown on the Plat, which easement is expressly reserved to Declarant for a period of 20 years from the date of recording of this Declaration. Once installed, any such works of art shall be maintained and repaired by the Association.

Section 7.5 No Amendment. The terms and provisions of this Article 7 inure to the benefit of Declarant, are enforceable by Declarant, and shall not be amended without the express written consent of Declarant and without regard to whether Declarant owns any portion of the Property at the time of such amendment.

ARTICLE 8: Insurance and Indemnity

Section 8.1 Association’s Insurance. The Association has the following responsibilities with respect to insurance and, except as otherwise expressly provided in this Declaration, the cost of all insurance maintained by the Association under this Section 8.1 shall be included in the Common Expenses:

(a) Property Insurance. The Association shall maintain property insurance covering risks of direct physical loss for all insurable Common Elements, if any, with limits sufficient to cover the full replacement costs of such insurable Common Elements less applicable deductibles at the time insurance is purchased and at each renewal date. The Association’s property insurance may exclude land, excavations, foundations and other items normally excluded from property policies. The Association’s property insurance shall be
maintained in the name of the Association. To the extent available on reasonable terms, such property insurance also shall (i) contain no provisions by which the insurer may impose a so-called “co-insurance” penalty; (ii) be written as a primary policy, not contributing with and not supplemental to any coverage that any Owner carries; (iii) provide that no act or omission by any Owner, unless acting within the scope of the Owner’s authority on behalf of the Association, voids the policy or is a condition to recovery under the policy; (iv) provide that it may not be cancelled, nor may coverage be reduced, without 30 days prior notice to the Association; (v) include a so-called “inflation guard” endorsement; and (vi) provide for a waiver of subrogation by the insurer as to claims against each Owner and each Owner’s Guests.

(b) Liability Insurance. The Association shall maintain bodily injury and property damage liability insurance for the benefit of the Association and its officers, directors, agents and employees in amounts and with coverage as determined from time to time by the Board. All Owners shall be named as additional insureds for claims and liabilities arising from their Membership in the Association. To the extent available on reasonable terms, such liability insurance shall (i) have a per occurrence limit of not less than $1,000,000.00; (ii) be on a commercial general liability form; (iii) contain a “severability of interest” or “cross-liability” endorsement which precludes the insurer from denying the claim of any named or additional insured due to the negligent acts, errors or omissions of any other named or additional insured; (iv) be written as a primary policy, not contributing with and not supplemental to any coverage that any Owner may carry; (v) provide that no act or omission by any Owner, unless acting within the scope of such Owner’s authority on behalf of the Association, voids the policy or is a condition to recovery under the policy; (vi) insure all of the named and additional insured parties against liability for negligence resulting in death, bodily injury or property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements; and (vii) provide that it may not be cancelled, nor may coverage be reduced, without 30 days’ prior notice to the Association and all additional insureds named in the policy.

(c) Worker’s Compensation and Employer’s Liability. If the Association has any employees, then it shall maintain worker’s compensation and employer’s liability insurance as determined from time to time by the Board. At a minimum, the Association shall maintain such insurance in amounts and with coverages required by applicable law.

(d) Automobile Insurance. If the Association operates owned, hired or non-owned vehicles, the Association shall maintain comprehensive automobile liability insurance at a limit of liability of not less than $300,000.00 for combined bodily injury and property damage.

(e) Other Insurance. The Association may procure and maintain other insurance as the Board from time to time deems appropriate to protect the Association or the Owners or as may be required by the Act.

(f) Licensed Insurers. All policies of insurance required to be maintained by the Association shall be placed with insurers licensed in the State of Colorado.

Section 8.2 Owner’s Insurance. Each Owner of a Lot shall obtain insurance, at its own expense, to the extent and in the amount the Owner deems necessary to protect its interests.
Section 8.3  Association’s Indemnity. The Association shall be liable to and shall protect, defend, indemnify and hold harmless each Owner from and against any and all damages, claims, demands, liens (including, without limitation, mechanics’ and materialmen’s liens and claims), losses, costs and expenses (including, without limitation, reasonable attorneys’ fees, court costs and other expenses of litigation) and liabilities of any kind or nature whatsoever suffered or incurred by, or threatened or asserted against, the Owner as a result of or in connection with the use, enjoyment or ownership of the Common Elements by the Association, and its directors, officers, agents and employees acting within the scope of their authority, and to the extent not covered by Section 8.4, by licensees,permittees or other third parties using the Common Elements. Nothing contained in this Section 8.3 shall be construed to provide for any indemnification that violates Law or voids any or all of the provisions of this Section 8.3.

Section 8.4  Owners’ Indemnity. Each Owner of a Lot shall be liable to and shall protect, defend, indemnify and hold harmless the Association, the Board, and each other Owner from and against any and all damages, claims, demands, liens (including, without limitation, mechanics’ and materialmen’s liens and claims), losses, costs and expenses (including, without limitation, reasonable attorneys’ fees, court costs and other expenses of litigation) and liabilities of any kind or nature whatsoever suffered or incurred by, or threatened or asserted against, the Association, the Board, or any such other Owner as a result of or in connection with the use, enjoyment or ownership of any portion of such indemnifying Owner’s Lot or the Common Elements by the indemnifying Owner or its Guests and caused by the negligence, recklessness or intentionally wrongful acts or omissions of the indemnifying Owner or its Guests. Nothing contained in this Section 8.4 shall be construed to provide for any indemnification that violates Law or voids any or all of the provisions of this Section 8.4. All amounts owed by an Owner of a Lot to the Association pursuant to this Section 8.4 shall be expenses for which the Association may levy Specific Assessments against such Owner’s Lot.

Section 8.5  Proceeds and Adjustment. The Board is solely responsible for adjustment of any losses under insurance policies maintained by the Association and is hereby irrevocably appointed the agent of all Owners, Mortgagees and other Persons having an interest in Thompson Park for purposes of adjusting all claims arising under insurance policies maintained by the Association and executing and delivering releases when claims are paid. The Association may receive all proceeds of any insurance policy maintained by the Association, except other insured parties under liability insurance policies shall be entitled to proceeds arising out of their insured losses.
ARTICLE 9: Miscellaneous Provisions

Section 9.1 Term of Declaration. Except as provided below in this Section 9.1, all provisions of this Declaration shall continue in effect in perpetuity unless this Declaration is terminated by written ballot of 75% of the Owners. The termination of this Declaration shall be effective upon the Recording of a certificate, executed by the President or a Vice President and the Secretary of the Association, stating that this Declaration has been terminated by the Owners as provided herein. Notwithstanding the foregoing, for so long as Declarant owns any Lot or any additional parcel shown on the Master Plat subject to Declarant’s reserved rights set forth above in Article 7, this Declaration shall not be terminated without the written consent of Declarant.

Section 9.2 Amendment. Except as otherwise provided in this Declaration, including that the Town of Carbondale must approve any change to the definition of “Allocation Percentage” or to Sections 4.17 and 5.3, above, any provision of this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by the Owners holding at least 67% of the voting power of the Association. The amendment shall be effective upon the Recording of a certificate, executed by the President or a Vice President and the Secretary setting forth the amendment in full and certifying that the amendment or repeal has been approved by the Owners as provided herein.

Section 9.3 Notice. Any notice permitted or required to be given under this Declaration shall be in writing and shall be deemed properly given and received on the earlier of: (a) when actually received if delivered personally, by messenger service, by e-mail, facsimile, or otherwise; (b) on the next business day after deposit for delivery (specifying next day delivery) with any recognized overnight courier service; or (c) three business days after mailing, by registered or certified mail, return receipt requested. All such notices shall be furnished with delivery or postage charges paid, addressed (which term, for purposes of this Section 9.4, shall include the facsimile number in the case of a notice given by facsimile) as follows: (i) to the Association or Board at the address established for the Association by the Board; and (ii) to an Owner of a Unit at the address for such Person maintained in the Association’s records; provided, however, that if the Association does not provide an address for an Owner, then notice to such person may be given in any manner in which notice is permitted to be given to a Person under the Law of the State of Colorado in connection with the foreclosure of mortgages, including publication. Each Owner shall give notice to the Association at its mailing or street address and, with each change of its address, shall give notice of such change promptly, in the manner provided for giving notice to the Association in this Section 9.3.

Section 9.4 Persons Entitled to Enforce this Declaration. The Association and any Owner (including Declarant so long as it owns any of the real property shown on the Master Plat) shall each have the right to enforce any or all of the Restrictions contained in this Declaration against all or any portion of the Property and the Owner(s) thereof; provided, however, that no Owner shall be permitted to bring any enforcement action under this
Declaration unless the Association declines to bring a similar action. The Association shall be deemed to have declined to bring an enforcement action if (a) an Owner gives notice to the Association in accordance with Section 9.3, that such Owner intends to bring an enforcement action (which notice shall specify the Restriction at issue and shall briefly summarize the circumstances prompting such action), and (b) the Association gives notice to such Owner, in accordance with Section 9.3, that the Association declines to enforce the Restriction or the Association fails to initiate an enforcement action or otherwise cause compliance with the Restriction within 60 days after the date of such Owner’s notice to the Association. The right of enforcement shall include the right to bring an action for damages as well as any equitable relief, including any action to enjoin any violation or specifically enforce the Restriction or other provision of this Declaration.

Section 9.5 Violations Constituting a Nuisance. Any violation of any Restriction or other provisions of this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

Section 9.6 Violations of Law. Any violation of Law pertaining to the ownership, occupation or use of any of the Property is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 9.7 Remedies Cumulative. Each remedy that is provided under this Declaration is cumulative and not exclusive.

Section 9.8 No Implied Waivers. Failure to enforce any Restriction or other provision of this Declaration shall not operate as a waiver of that Restriction or provision or of any other Restriction or provision of this Declaration.

Section 9.9 Costs and Attorneys’ Fees. In any action or proceeding under this Declaration, the party determined by the court or arbitrator, as the case may be, to be the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys’ fees and expenses.

Section 9.10 Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes of this Declaration. With respect to matters addressed by more than one restriction, the more restrictive shall be interpreted to override the less restrictive. The term “including,” unless otherwise specified, shall be interpreted in its broadest sense to mean “including without limitation.”

Section 9.11 Governing Law. This Declaration shall be construed and governed under the laws of the State of Colorado. In the event of court action to enforce this Declaration, the exclusive venue shall be the county court or district court of Garfield County, Colorado.
Section 9.12  Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial enforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 9.13  Registration by Owner of Mailing Address. Each Owner shall register their mailing address with the Association, including an e-mail address if available. Assessment statements and all other notices or demands intended to be served upon an Owner shall be sent via e-mail if one is available, or otherwise by regular U.S. Mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association shall be sent certified mail, postage prepaid, to the address of the Association as designated in the Bylaws of the Association.

Section 9.14  Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

Section 9.15  Captions for Convenience. The titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Reference to Articles, Sections and Exhibits in this Declaration are to the indicated provisions and Exhibits of this Declaration unless otherwise specified.

Executed this _____ day of ___________, 2017.

Cerise Park, LLC, a Delaware limited liability company

By:________________________

Print Name:___________________

Title:________________________

State of COLORADO)

ss.

County of ___________)

The foregoing instrument, Declaration of Covenants, Conditions, Easements and Restrictions for Thompson Park Subdivision, was acknowledged before me this ___ day of
__________, 2017 by Frieda Wallison as Manager of Cerise Park, LLC, a Delaware limited liability company.

Witness my hand and official seal.
My commission expires: ________________

______________________________
Notary Public
EXHIBIT A
Property Legal Description

Parcels 2, 3, and 4 of the THOMPSON PARK SUBDIVISION according to the MASTER PLAT thereof recorded May 19, 2015, as Reception No. 862909, Garfield County, Colorado.
EXHIBIT B
Lot List and Allocation Percentages

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<th>Allocation Percentage</th>
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</tr>
<tr>
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<td>FDP 4</td>
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</table>

Allocation Percentage Formula:
1. Each Free Market Lot counts for 1 unit
2. Each Deed Restricted Lot counts for .5 units
3. Each Future Development Parcel (“FDP”) counts for zero (0) units
4. The Allocation Percentage shall equal 100%
5. There are 3 Free Market Lots, 1 Deed Restricted Lot, and 4 Future Development Parcels for a total of 3.5 units
6. Each Free Market Lot = 1/3.5
7. Each Deed Restricted Lot = .5/3.5
8. Each Future Development Parcel = 0/3.5
9. 3 Free Market Lots x 1/3.5 = 3/3.5
10. 1 Deed Restricted Lot x .5/3.5 = .5/3.5
11. 4 Future Development Parcels x 0/3.5 = 0/3.5
12. 3/3.5 + .5/3.5 + 0/3.5 = 3.5/3.5 = 100%
DECLARATION OF COVENANT – REAL ESTATE TRANSFER ASSESSMENT
THOMPSON PARK SUBDIVISION
TOWN OF CARBONDALE, COLORADO

THIS DECLARATION OF COVENANT – REAL ESTATE TRANSFER ASSESSMENT (“Covenant”) is made and executed this __ day of ________________, 2017, (the “Effective Date”), by Cerise Park, LLC, a Delaware limited liability company and/or its assigns (the “Declarant”).

RECITALS

WHEREAS, the Declarant is the owner of 100% of the real property described as continuing to be owned by the Declarant in the Thompson Park Subdivision Master Plat (“Master Plat”), recorded in the Garfield County real property records at Reception No. 862909 (“Property”); and

WHEREAS, the Property was annexed into the Town pursuant to Town of Carbondale Ordinance No. 2 (Series 2012), Reception No. 816052;

WHEREAS, the Declarant and the Town entered into an Annexation and Development Agreement, Reception No. 816055, which was subsequently amended several times, (as amended, the “Annexation Agreement”) setting forth additional terms and conditions regarding the annexation of the Property to the Town; and

WHEREAS, as additional consideration for the Town’s agreeing to annex the Property into the Town and consistent with Section 11 of the Annexation Agreement, Declarant offered and agreed to impose a real estate transfer assessment (“RETA”) upon on the sale of each Lot other than deed restricted affordable Lots or as otherwise provided in this Covenant; and

WHEREAS, the Town approved a final plat for a portion of Parcel 2 of the Property, Phase 2A, which was recorded on ______________________, 2017 as Reception No. _______________ (the “Phase 2A Plat”), which Phase 2A Plat created the first residential units and lots to be subject to the RETA as well as two additional Parcels (Parcels 2B1 and 2B2) reserved for future development; and

WHEREAS, the RETA shall be payable to the Town of Carbondale (“Town”) and the proceeds thereof used by the Town for open space, affordable housing, or transportation purposes to mitigate the impacts of the development of the Property on the Town; and

WHEREAS, Declarant, on behalf of itself, its heirs, executors, administrators, representatives, successors, and assigns, desires to comply with the Annexation Agreement’s RETA provision as hereinafter described; and
WHEREAS, unless otherwise expressly exempted below in Section 3, each person acquiring any interest in any portion of lands within Parcels 2, 3, and 4 as shown on the Master Plat or any subsequent phase plat of those portions of the Thompson Park Subdivision shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance, to the provisions of this Covenant, to have agreed to comply with this Covenant, and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the fee payable hereunder.

SECTION 1
DEFINITIONS

A. The following definitions shall apply to the terms used in this Covenant:

1. “Consideration” shall refer to and includes the actual cash paid and/or value of a Lot delivered in return for the transfer of ownership or title to any portion of or interest in a Lot and shall include the amount of any liens, mortgage, or other encumbrance given to secure the purchase price, or any part thereof, remaining unpaid on such Lot at the time of sale. The term does not include the amount of any outstanding lien or encumbrance in favor of the United States, the State of Colorado, or of a municipal or quasi-municipal governmental corporation or district for taxes, special benefits or improvements.

2. “Conveyance” shall refer to and includes any conveyance of ownership or title to any portion of or interest in a Lot as evidenced by any deed or instrument or writing wherein or whereby title to such portion of or interest in the Lot is granted or conveyed subject to the exclusions provided herein. A portion of a Lot may only be conveyed upon further subdivision approval by the Town. Conveyance of “ownership” for the purposes of this Covenant includes the transfer to another person or entity of more than fifty percent (50%) of the ownership interest in a corporate entity when said corporate entity owns any portion of or interest in a Lot.

3. “Lot” shall mean any parcel of property within the areas depicted as Parcels 2, 3, and 4 on the Master Plat approved for residential development, but shall not include street rights-of-way or common elements (including any private streets or alleys) to be owned and maintained by the homeowners association for the Thompson Park Subdivision.

SECTION 2
COVENANT

Declarant hereby covenants and binds the Lots as follows:
A. For the purposes set forth herein, Declarant, for itself and its successors and assigns, hereby declares, covenants, and agrees that, except as provided in Section 3 of this Covenant, a RETA based on a percentage of the Consideration paid on the Conveyance of any portion of or interest in a Lot shall be due and payable by the grantor at the time of transfer or Conveyance and shall apply to each Conveyance or transfer of any portion of or interest in a Lot. The RETA imposed on the initial sale by the Declarant of a portion of or ownership interest in a Lot shall be one-half percent (.5%) of the Consideration for the sale thereof. The RETA imposed on each subsequent Conveyance of any portion of or interest in a Lot shall be one percent (1%) of the Consideration for each such Conveyance. In the event of a Conveyance of “ownership” as described in Section 1(A)(2), the RETA imposed on such a Conveyance shall be one percent (1%) of the Consideration paid for the corporate entity ownership interest.

B. Unless Declarant is the grantor of a Conveyance of any portion of or interest in a Lot, Declarant shall not be responsible for payment of the RETA to the Town.

C. All RETA funds shall be paid directly to the Town. All amounts received by the Town pursuant to this Covenant shall be accounted for in a separate fund. A portion of the funds may be used to administer the collection of the RETA provided herein. The balance of the funds shall be used by the Town for open space, affordable housing, or transportation purposes or to further mitigate the impacts of development of the Property on Town resources.

D. Declarant acknowledges and agrees that the obligations imposed by this Covenant are related to and touch and concern the Lots since the RETA funds are required to be used for the purposes specified in Section 2(B) above and were agreed to by Declarant as additional consideration for the Town’s annexing the Property into the Town.

E. Upon execution hereof, this Covenant shall be recorded in the Garfield County, Colorado, real property records.

SECTION 3
EXCEPTIONS

A. Notwithstanding anything to the contrary in this Covenant, the RETA shall not apply to the following:
1. The bulk sale of (a) Parcel 3 or Parcel 4, as shown on the Master Plat; (b) any parcels shown on any subsequent Phase Plat (including but not limited to Parcels 2B1 and 2B2, as shown on the Phase 2A Plat) that are expressly designated on that Phase Plat as “RESERVED FOR FUTURE DEVELOPMENT;”

2. Transfers of a portion of or interest in a Lot without consideration, including gifts and charitable donations;

3. Transfers for estate planning purposes where the grantor and grantee are (a) family members or (b) corporate entities in which the individuals or principals (including the settlors of any trust) in the grantor entity are family members of the individuals or principals (including the beneficiaries of any trust) in the grantee entity;

4. Any transfer of title or change of interest in real property by reason of death, will, decree, or distribution;

5. The Conveyance or transfer of any deed-restricted affordable housing Lot or unit;

6. Transfers made pursuant to mergers or consolidation of corporate entities or by a subsidiary to a parent corporation which do not result in a change of control of the Lot and do not otherwise involve the payment of Consideration for the Lot;

7. Any Conveyance of ownership from one or more individuals or from an entity to an entity where the individuals or principals in the grantee entity are the same as the individuals or the principals in the grantor;

8. Transfers to secure a debt or other obligation, or transfers or releases of property which is security for a debt or other obligation;

9. Any deed or Conveyance under execution, sale, foreclosure sale under a power of sale or court decree of lien foreclosure; sheriff’s deed; public trustee’s deed; or treasurer’s deed;
10. Any transaction in which the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivision of the state, is either the grantor or grantee;

11. Any mineral deed or royalty deed;

12. Any deed or conveyance made and delivered without consideration for the purposes of confirming, correcting, modifying, or supplementing a transfer previously recorded; making minor boundary adjustments; removing clouds on titles; or granting easements, rights-of-way or licenses;

13. Any decree or order of a court of record determining or vesting title, including, without limitation, the final award of title pursuant to a condemnation proceeding, a dissolution of marriage proceeding, quiet title proceeding, partition proceeding (provided that no Consideration for the Lot is paid in connection therewith), or otherwise.

14. Any lease of a portion of or interest in a Lot, provided such lease by its terms does not exceed 50 years; or

15. Any transfer to a descendant of the Manager of Declarant. “Descendant” shall mean children, grandchildren, and the lineal descendants of all generations, with the relationship of parent and child at each generation being determined as provided in the Colorado Probate Code which defines the relationship of adoptees and persons born out of wedlock.

B. In the event any document or transaction which is exempt from the RETA herein imposed does not contain language clearly showing its intent and character, the grantor or grantee may apply for and obtain from the Town a certificate of exemption which may be affixed to the applicable deed or instrument of transfer. In the event of a determination by the Town favorable to the applicant, any amount previously deposited or so much thereof as may be allowed by the Town shall be promptly refunded to the applicant.

C. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid RETA with respect to any specific portion of or interest in the Lot identified in such request. Such statement shall be furnished as soon
as reasonably practicable, but in no event later than 30 days after receipt of the request, and shall be binding on the Town. If no statement is furnished to the inquiring party within such 30 day period, then the Town shall have no right to assert any claim for any unpaid RETA with respect to such property which was due as of the date of the request.

D. In the event any future fee or charge is imposed by the Town on the transfers defined herein for which the RETA is payable, full credit shall be given against sums due under such future fee or charge for all payments made pursuant to this Covenant.

SECTION 4
PENALTIES AND ENFORCEMENT

A. Any RETA imposed by this Covenant, if not paid when due, shall bear simple interest at a rate of eighteen percent (18%) per annum until so paid. The amount of the RETA imposed by this Covenant and interest due thereon is hereby imposed upon each Lot or any portion of or interest in a Lot as provided herein. If the RETA is not paid when due, such assessment and interest, if any, shall constitute a lien in the amount thereof on the portion of the Lot transferred, and said lien shall continue until the amount of the lien is paid in full or until it is discharged of record by foreclosure of a senior lien or otherwise. Such lien may be foreclosed in the same manner as a deed of trust, through the public trustee, through the District Court of Garfield County, Colorado, or by any other means available to the Town under law.

B. This Covenant is made for the express benefit of the owners and occupants of the Property and for the additional express benefit of the Town. The Town shall have the right and power to bring suit for either legal or equitable relief for any breach, default, or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and the Declarant or its successors and assigns is provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within ten (10) days after the mailing of such notice. Further, the Town shall have the right to refuse to further process and/or deny any building permit, certificate of occupancy, or development application with regard to any portion of a Lot for which a RETA is owed and not paid.

C. Declarant shall not have any obligation to enforce this Covenant, and the failure of any party to pay any RETA payable hereunder shall not constitute a default by Declarant hereunder or under the Annexation Agreement between Declarant and the Town. All costs of enforcement of this Covenant shall be borne by the Town.

D. Any remedies provided for herein shall be cumulative, not exclusive, and shall be in addition to any other remedies available to the Town at law.
SECTION 5
MISCELLANEOUS

A. **Severability.** Any determination by any court of competent jurisdiction that any provision of this covenant is invalid or unenforceable shall not affect the validity or enforceability of any other portion of this Covenant.

B. **Amendment.** This Covenant shall not be amended or terminated without the advance written consent of the Town of Carbondale acting by and through its Board of Trustees. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by the Declarant or its successors or assigns and duly recorded in the real property records of Garfield County, Colorado.

C. **Term.** Except as provided herein, the term of this Covenant shall be perpetual.

D. **Colorado law.** The interpretation, enforcement, and any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado. Any legal action involving this Covenant shall be brought in Garfield County District Court.

E. **Binding on Successors.** The provisions of this Covenant shall run with the Lots and be binding on all persons or entities who hereafter acquire any interest in a Lot, whether as an owner, renter, mortgage beneficiary, or otherwise.

F. **Encumbrance.** Until terminated, each and every provision of this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title, or interest in any portion of a Lot is granted, devised, or conveyed, whether or not set forth or referred to in such deed or other instrument, except as otherwise provided herein.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the day and year first written above.

DECLARANT:

CERISE PARK, LLC
a Delaware limited liability company

__________________________
Frieda K. Wallison, Manager
STATE OF COLORADO  
COUNTY OF ____________  

The foregoing instrument was acknowledged before me this __ day of ________________, 2017, by Frieda K. Wallison, Manager of Cerise Park, LLC.

WITNESS my hand and official seal.

My commission expires: ____________________

_________________________
Notary Public
LIENHOLDER CONSENT AND SUBORDINATION

The undersigned, being the holder of liens on the herein described Property pursuant to a Deed of Trust recorded as Reception No. 863380 in the Office of the Clerk and Recorder of Garfield County, Colorado, hereby consents and subordinates the liens of its deed of trust to the foregoing Declaration of Covenant (Real Estate Transfer Assessment).

FIRST WESTERN TRUST BANK

By: ________________________________
Name: ________________________________
Title: ________________________________

Dated: ________________________________

STATE OF ______________ )
County of ________________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this __ day of ________________, 2017, by ________________________________ as the ________________ of First Western Trust Bank.

Witness my hand and official seal.
My commission expires: ________________________

_____________________________________
Notary Public
DEED RESTRICTION
THOMPSON PARK SUBDIVISION, PHASE 2A
TOWN OF CARBONDALE, COLORADO

DECLARATION OF DEED RESTRICTION AND AGREEMENT CONCERNING THE
SALE, OCCUPANCY, AND RESALE OF CERTAIN LOTS WITHIN THE THOMPSON
PARK SUBDIVISION, PHASE 2A, TOWN OF CARBONDALE, GARFIELD COUNTY,
COLORADO

THIS DECLARATION OF DEED RESTRICTION AND AGREEMENT CONCERNING
THE SALE, OCCUPANCY, AND RESALE OF CERTAIN LOTS WITHIN THE THOMPSON
PARK SUBDIVISION, PHASE 2A, TOWN OF CARBONDALE, GARFIELD COUNTY,
COLORADO (“Agreement”) is made and executed this __ day of ________________, 2017, (the
“Effective Date”), by Cerise Park, LLC, a Delaware limited liability company and/or its assigns
(the “Declarant”), for the benefit of and enforceable by the Board of Trustees of the Town of
Carbondale, Colorado (the “Town”) and the Garfield County Housing Authority (“GCHA”), a
duly constituted housing authority established pursuant to Colorado law (together, the
“Beneficiaries”).

RECATALS

WHEREAS, the Declarant is the owner of 100% of the real property described in the
Thompson Park Subdivision Phase 2A Plat, recorded in the Garfield County real property records at
Reception No. ______________ (“Property”); and

WHEREAS, the Property was annexed into the Town pursuant to Town of Carbondale
Ordinance No. 2 (Series 2012), Reception No. 816052;

WHEREAS, the Declarant and the Town entered into an Annexation and Development
Agreement (“Annexation Agreement”), Reception No. 816055, setting forth additional terms and
conditions regarding the annexation of the Property to the Town; and

WHEREAS, Section 10 of the Annexation Agreement requires that 20% of the units or lots
developed on the Property be deed-restricted to be affordable to purchasers earning not more than 80%
of the Garfield County area median income (“AMI”); and

WHEREAS, as indicated on the plat, the Property is subdivided into 4 residential lots; and

WHEREAS, Declarant, on behalf of itself, its heirs, executors, administrators,
representatives, successors, and assigns, desires to comply with the Annexation Agreement’s
affordable housing requirements by restricting the use of Lot 3 of the Property (“Restricted Lot”)
as hereinafter described.
NOW, THEREFORE, in consideration of the Recitals as set forth above and for value received, the receipt and sufficiency of which is hereby acknowledged, the Declarant does hereby declare, covenant, and agree as follows:

SECTION 1
DEFINITIONS

A. The following definitions shall apply to the terms used in this Agreement:

1. “Area of Eligibility” shall mean the Roaring Fork Valley and the area encompassing Aspen, Colorado, to Parachute, Colorado, including Redstone, Colorado, and Marble, Colorado.

2. “Date of Intent to Sell” shall mean the date of execution of a listing contract, or if a listing contract is not used, the date shall be the date when a Restricted Lot is first offered for sale by an Owner or the Declarant, as applicable.

3. “Guidelines” shall mean the Town’s Community Housing Guidelines as amended from time to time and in effect at the time of sale of a Restricted Lot; provided, however, that as to Declarant, the terms of the Annexation Agreement shall control.

4. “Initial Sale Price” shall mean any sale price that is within the range established by the Guidelines for Qualified Buyers, and, in any event, that will not exceed thirty percent (30%) of household income for housing costs, including principal, interest, taxes, insurance and Homeowner Association fees, established by the AMI closest in time to the Date of Intent to Sell for the initial sale of a Restricted Lot.

5. “Institutional Lender” shall mean any bank, savings and loan association, or any other institutional lender which is licensed to engage in the business of providing purchase money mortgage financing for residential real estate.

6. “Qualified Buyer” or “Qualified Buyers” shall mean natural persons whose maximum gross household incomes, as that term is defined in the Guidelines, do not exceed eighty percent (80%) of the AMI and who satisfy all other qualifications for occupying community housing set forth in the Guidelines.

7. “Owner,” as used herein shall mean the Qualified Buyer(s) who acquire(s) an ownership interest in a Restricted Lot in compliance with the terms and provisions of this Agreement, it being understood that such person(s) shall be deemed an “Owner” hereunder only during the period of his, her, or their ownership interest in the Unit and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.
8. “Permitted Capital Improvements” is defined on Exhibit A attached hereto and incorporated herein by this reference.

9. “Required Improvements” shall mean any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency.

SECTION 2
DECLARATION

A. For the purposes set forth herein, Declarant, for itself and its successors and assigns, hereby declares that the Restricted Lot shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, and enjoyed subject to the covenants, conditions, restrictions, privileges, rights, and other provisions set forth in this Agreement, for the duration hereof, and all of which shall run with the land and be binding upon all Owners, occupants and other persons having or acquiring any right, title or interest in or to a Restricted Lot, and their respective heirs, personal representatives, successors and assigns and shall be binding upon and inure to the benefit of the Town and GCHA, and their respective successors and assigns. All persons who purchase a Restricted Lot shall be Qualified Buyers, as such term is defined in this Agreement. No modification or amendment to this Agreement may be effectuated without the consent of the Beneficiaries.

B. Declarant hereby restricts the acquisition or transfer of a Restricted Lot to Qualified Buyers. Qualified Buyers may not sell or otherwise transfer a Restricted Lot in violation of this Agreement or the Guidelines.

C. By the acceptance of any deed conveying a Restricted Lot, the grantee of such deed shall accept all of the terms, conditions, limitations, restrictions, and uses contained in this Agreement. In addition, prior to the delivery of a deed conveying a Restricted Lot to a grantee, such grantee shall execute a Memorandum of Acceptance evidencing grantee’s acknowledgement and agreement to the terms, conditions, limitations, restrictions, and uses contained in this Agreement. A form of such Memorandum of Acceptance is attached hereto as Exhibit B.

SECTION 3
USE AND OCCUPANCY OF THE RESTRICTED LOT

A. Except as otherwise provided herein, the use and occupancy of the Restricted Lot is limited exclusively to housing for Qualified Buyers owning the Restricted Lot and their families. Each Restricted Lot shall be utilized as an Owner’s sole and exclusive place of residence.
B. An Owner, in connection with the purchase of a Restricted Lot, must: (a) occupy the Restricted Lot as his or her sole place of residence, as explained in the Guidelines, during the time that he or she is the Owner of a Restricted Lot; (b) not engage in any business activity on or in such Restricted Lot, other than as permitted in that zone district or by applicable ordinance; (c) satisfy the residency and employment requirements of the Guidelines for the duration of the Owner’s ownership of the Restricted Lot; and (d) sell, convey, or otherwise transfer such Restricted Lot only in accordance with this Agreement and the Guidelines.

C. In the event an Owner ceases to utilize a Restricted Lot as his or her sole and exclusive place of residence, the Restricted Lot shall be offered for sale pursuant to the provisions of Section 4(H) of this Agreement. The Owner shall be deemed to have ceased utilizing the Restricted Lot as his or her sole and exclusive place of residence by becoming a resident elsewhere, either within or outside the Area of Eligibility, by residing on the Restricted Lot for fewer than nine (9) months per calendar year without the express written approval of the GCHA, or as otherwise provided in the Guidelines. Where the provisions of this Section 3(C) apply, the GCHA may require the Owner to rent the Restricted Lot in accordance with the provisions of Section 5, below.

D. If an Owner of the Restricted Lot must leave the Area of Eligibility for a limited period of time and desires to rent the Restricted Lot during such absence, a leave of absence may be granted by the GCHA for up to one (1) year upon clear and convincing evidence demonstrating a bona fide reason for leaving and a commitment to return to the Area of Eligibility. A letter must be sent to the GCHA at least thirty (30) days prior to leaving, requesting permission to rent the Restricted Lot during the leave of absence. Notice of such intent, and the ability to comment, shall be provided to any applicable homeowners’ association at the time of request to the GCHA. The leave of absence shall be for one (1) or two (2) year period in accordance with Section 5, below.

SECTION 4
SALE OF RESTRICTED LOT; MAXIMUM RESALE PRICE

A. Declarant shall not sell or otherwise transfer a Restricted Lot except to a Qualified Buyer and such sale or transfer must comply with the provisions of this Section 4. Additionally, Declarant shall:

1. Deliver a written notice of its intent to sell a Restricted Lot (the “Notice of Sale”) to the Town and GCHA prior to offering the Restricted Lot for sale; and

2. Prior to and as a condition of closing of the sale of a Restricted Lot, obtain written certification from the Town and GCHA that a potential buyer is a Qualified Buyer; and

3. Not sell or otherwise transfer a Restricted Lot for more than the Initial Sale Price.
B. In the event that an Owner subsequently desires to sell a Restricted Lot, the Owner shall consult with the GCHA, or its agent, to review the requirements of this Agreement, including the method for determining the Maximum Resale Price. Following approval of the Maximum Resale Price by the GCHA, the Owner shall list the Restricted Lot for sale with the GCHA, or as otherwise provided in the Guidelines then in effect, for a sales price not exceeding the Maximum Resale Price. GCHA may charge a fee for its services in connection with resale in the amount of 1.5% of the actual resale price. To be able to offer the Restricted Lot for sale at the Maximum Resale Price, the Restricted Lot must be reasonably clean, all fixtures must be in working condition, and any damage to the Restricted Lot beyond normal wear and tear must be repaired by the Owner. If these conditions are not satisfied, GCHA may require that the Owner agree to escrow at closing a reasonable amount to achieve compliance with these requirements or reduce the Maximum Resale Price accordingly.

C. In no event shall a Restricted Lot be sold by an Owner for an amount in excess of the Maximum Resale Price as determined in accordance with this paragraph. The Maximum Resale Price shall equal the purchase price for the Restricted Lot paid by the Owner selling the Restricted Lot divided by the West Region, Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W) (1982 84=100), not seasonally adjusted, published by the U.S. Department of Labor, Bureau of Labor Statistics (“Consumer Price Index”), published at the time of Owner's purchase as stated on the settlement sheet, multiplied by the Consumer Price Index current at the date of intent to sell, plus the cost of Permitted Capital Improvements and/or Required Improvements. In determining the improvement costs, only the Owner’s actual out-of-pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to Owner’s “sweat equity” or to any appreciation in the value of the improvements. Notwithstanding the foregoing, in no event shall the Maximum Resale Price be less than the Owner's purchase price, plus an increase of three percent (3%) simple interest of such price per year from the date of purchase to the date of Owner's notice of intent to sell, prorated by simple interest for each whole month for any part of the year, plus Permitted Capital Improvements and Required Improvements (except as limited in Paragraph C of this Section 4). The full amount of any monetary grant from a federal, state, or local government sponsored or administered housing assistance program received by a Qualified Buyer which is utilized to pay a portion of the purchase price for a Restricted Lot which the Qualified Buyer is not obligated to repay shall not be included for the purpose of determining the Maximum Resale Price or Initial Sale Price.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY THE DECLARANT, THE GCHA, OR THE TOWN THAT UPON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM RESALE PRICE.

D. To qualify as Permitted Capital Improvements, the Owner must furnish to the Town or GCHA the following information with respect to the improvements which the Owner seeks to include in the calculation of the Maximum Resale Price:

1. Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
2. An affidavit of the Owner verifying the receipts tendered are valid and correct; and

3. True and correct copies of any building permit or certificate of occupancy required to be issued by the Town with respect to the Permitted Capital Improvements.

Notwithstanding anything else contained in this Agreement or the exhibits hereto, the total cost of Permitted Capital Improvements shall not exceed ten percent (10%) of the Maximum Resale Price.

E. For the purposes of determining the Maximum Resale Price in accordance with Paragraph C of this Section 4, the Owner may also add the cost of Required Improvements, provided that written certification is provided to the Town or GCHA of both the applicable requirement and the information required in Paragraph D of this Section 4.

F. Neither the Declarant nor any other Owner shall permit any prospective Qualified Buyer to assume any or all of a seller’s customary closing costs or to accept any other consideration which would cause an increase in the purchase price above the bid price so as to induce the Owner to sell to such prospective Qualified Buyer.

G. Prior to an Owner’s entering into a contract for the sale of a Restricted Lot to a prospective buyer, such potential buyer shall be qualified by the Town or GCHA as a Qualified Buyer pursuant to the requirements of the Guidelines then in effect. Documented proof of qualification shall be provided by the potential buyer, as requested by the Town or GCHA, prior to purchase. An Owner shall not enter into a sales contract for the sale of a Restricted Lot with any person other than a Qualified Buyer nor any contract which provides for a sales price greater than the Maximum Resale Price established in accordance with Section 4(C). The Declarant or an Owner may reject any and all offers; provided, however, offers in excess of the Initial Sale Price or Maximum Resale Price, as applicable, must be rejected. Prior to closing, all sales contracts for the sale of a Restricted Lot subject to this Agreement shall be submitted to the Town or GCHA for review and approval of the contract for consistency with this Agreement.

H. In the event that title to a Restricted Lot vests in individuals or entities who are not Qualified Buyers as that term is defined in this Agreement (hereinafter referred to as “Non-Qualified Transferee(s)”), and such individuals are not approved as Qualified Buyers within thirty (30) days after obtaining title to a Restricted Lot, the Restricted Lot shall immediately be listed for sale or advertised for sale by the Non-Qualified Transferee(s) in the same manner as provided for Owners in Section 4(B) above; provided such action does not otherwise conflict with applicable law. The highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less, which satisfies all obligations under any existing first lien deed of trust or mortgage, shall be accepted. If all such bids are below the lesser of ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Restricted Lot shall continue to be listed for sale or advertised for sale by the Non-Qualified Transferee(s) until a bid in accordance with this subsection is made, which bid must be accepted. The cost of any appraisal shall be paid by the Non-Qualified Transferee(s). In the event the Non-Qualified Transferee(s) elect to sell the Restricted Lot without the assistance of a
real estate broker or agent, such Non-Qualified Transferee(s) shall advertise the Restricted Lot for sale in a manner approved by the GCHA and shall use due diligence and make all reasonable efforts to accomplish the sale of the Restricted Lot. In the event the GCHA finds and determines that such Non-Qualified Transferee(s) have failed to exercise such due diligence, the GCHA may require the Non-Qualified Transferee(s) to execute a standard listing contract on forms approved by the Colorado Real Estate Commission, or its successor, with a licensed real estate broker or agent. The Non-Qualified Transferee(s) bear the risk of any loss associated with the sale of a Restricted Lot pursuant to this Section 4(H).

1. All Non-Qualified Transferee(s) shall join in any sale, conveyance, or transfer of a Restricted Lot to Qualified Buyer(s) and shall execute any and all documents necessary to effect such conveyance.

2. Non-Qualified Transferee(s) shall not: (1) occupy the Restricted Lot; (2) rent all or any part of the Restricted Lot, except in strict compliance with Section 5 of this Agreement; (3) engage in any business activity on the Restricted Lot; (4) sell, convey, or otherwise transfer the Restricted Lot except in accordance with this Agreement and the Guidelines; or (5) sell or otherwise transfer the Restricted Lot for use in a trade or business.

3. Where the provisions of this Section 4(H) apply, the Town or GCHA may require the Non-Qualified Transferee(s) to rent the Restricted Lot as provided in Section 5.

4. Until a sale to a Qualified Buyer is effected, Non-Qualifying Transferee(s) shall comply with all obligations of Owners set forth in this Agreement.

5. The vesting of title to a Restricted Lot in Non-Qualified Transferee(s) shall have no effect on the continued applicability and enforceability of this Agreement and shall in no way constitute a waiver of the covenants, conditions, restrictions, privileges, rights, and other provisions set forth in this Agreement.

SECTION 5
RENTAL OF A RESTRICTED LOT

A. An Owner may not, except with prior written approval of the GCHA, and subject to the GCHA’s conditions of approval, rent a Restricted Lot. Prior to occupancy, any tenant must be approved by the GCHA in accordance with the income, occupancy, and all other qualifications established by the Guidelines. The GCHA shall not approve any rental if such rental is being made by Owner to utilize the Unit as an income-producing asset, except as provided below, and shall not approve a lease with a rental term in excess of twelve (12) months. A signed copy of the lease must be provided to the GCHA prior to occupancy by any tenant. The maximum rental amount under any such lease approved by the GCHA shall be “Owner’s cost” prorated on a monthly basis. “Owner’s cost,” as used herein, includes the monthly expenses for the cost of principal and interest payments, taxes, property insurance, homeowner’s assessments, utilities remaining in Owner’s name, plus an additional Twenty Dollars ($20) per month and a reasonable (refundable) security deposit. The
requirements of this subsection shall not preclude the Owner from sharing occupancy of a Restricted Lot with non-owners on a rental basis, provided Owner continues to meet the obligations contained in this Agreement, including **Section 3**.

B. Nothing herein shall be construed to require the Declarant, the Town or GCHA to (a) protect or indemnify the Owner against any losses attributable to the rental of a Restricted Lot, including, but not limited to, non-payment of rent or damage to the premises, or (b) obtain a qualified tenant for the Owner in the event that none is found by the Owner.

**SECTION 6**

**BREACH OF AGREEMENT; OPPORTUNITY TO CURE**

A. In the event that the Town or GCHA has reasonable cause to believe an Owner is violating the provisions of this Agreement, either, by their authorized representative, may inspect a Restricted Lot between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than 24 hours’ written notice to Owner of said inspection.

B. In the event a violation of the Agreement is discovered, the Town or GCHA may, after a review of the evidence of a breach and a determination that a violation may have occurred, send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure. Said notice shall state that the Owner may request a hearing by GCHA within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Agreement. If a hearing is held before GCHA, it shall be conducted in accordance with the hearing procedures set out in Section 7, below, and the decision of the GCHA based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

C. The failure of the Town or GCHA to insist upon the strict and prompt performance of any of the terms, conditions and restrictions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the Town’s or GCHA’s right or rights thereafter to enforce any term, condition or restriction and the same shall continue in full force and effect.

**SECTION 7**

**GRIEVANCE PROCEDURES**

A. A grievance is any dispute that a tenant or Owner may have with the Town or GCHA with respect to action or failure to act in accordance with the individual tenant’s or Owner’s rights, duties, welfare, or status. A grievance may be presented to a special review committee established by the Town and GCHA (hereinafter referred to as the “Committee” under the following procedures).

B. Filing a Grievance.
1. Any grievance must be presented in writing to the Committee. It may be simply stated, but shall specify the particular ground(s) upon which it is based; the action requested; and the name, address, and telephone number of the complainant, and similar information about his/her representative, if any.

2. Upon presentation of a written grievance, a hearing before the Committee shall be scheduled as soon as reasonably practical. The matter may be continued at the discretion of the Committee. The complainant shall be afforded a fair hearing providing the basic safeguard of due process, including notice and an opportunity to be heard in a timely, reasonable manner.

3. The complainant and the Committee shall have the opportunity before the hearing, and at the expense of the complainant, to examine and to copy all documents, records, and regulations of the Town that are relevant to the hearing. Any document not made available after written request may not be relied upon at the hearing.

4. The complainant may be represented by an attorney at his or her own expense.

C. Conduct of the Hearing.

1. If the complainant fails to appear at the scheduled hearing, the Committee may make a determination to postpone the hearing or make a determination based upon the written documentation and the evidence submitted.

2. The hearing shall be conducted by the Committee as follows: oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.

3. The right to cross-examine shall be at the discretion of the Committee and may be regulated by the Committee as it deems necessary for a fair hearing.

4. Based on the records of proceedings, the Committee will provide a written decision and include therein the reasons for its determination. The decision of the Committee shall be binding on the Town and GCHA which shall take all actions necessary to carry out the decision.

SECTION 8
REMEDIES

A. This Agreement shall constitute covenants running with the Restricted Lot, as a burden thereon, for the benefit of, and shall be specifically enforceable by the GCHA, the Town, and their respective successors and assigns, as applicable, by any appropriate legal action, including, but not limited to, specific performance, injunction, reversion, or eviction of non-complying Owners and/or occupants.
B. In the event the parties resort to litigation with respect to any or all provisions of this Agreement, should the Town or GCHA prevail in such proceeding, the Town or GCHA shall be entitled to recover damages and costs, including reasonable attorney’s fees.

C. Each and every conveyance of a Restricted Lot, for all purposes, shall be deemed to include and incorporate by this reference the covenants, conditions, limitations, and restrictions herein contained, even without reference therein to this Agreement.

D. In the event that the Owner or occupant fails to cure any breach, the Town or GCHA may resort to any and all available legal action, including, but not limited to, specific performance of this Agreement or a mandatory injunction requiring sale of a Restricted Lot by an Owner, or as specified in Section 4(H). The costs of such sale shall be offset against the proceeds of the sale with the balance being paid to the Owner.

E. In the event of a breach of any of the terms or conditions contained herein by the Owner, his or her heirs, successors or assigns, the Owner’s purchase price of the Restricted Lot as referred to in Section 4 of this Agreement shall, upon the date of such breach as determined by the Town or GCHA, automatically cease to increase as set out in Section 4 of this Agreement, and shall remain fixed until the date of cure of said breach.

SECTION 9
DEFAULT/FORECLOSURE

A. A Qualified Buyer may only finance his or her initial purchase of a Restricted Lot with a loan from an Institutional Lender in an amount which does not exceed 97% of the purchase and which is secured by a First Deed of Trust. For the purpose of this limitation and as the terms are used in this Agreement, “First Deed of Trust” means a deed of trust or mortgage which is recorded senior to any other deed of trust or lien against the Restricted Lot to secure a loan used to purchase the Restricted Lot. An Owner may only refinance a loan secured by a First Deed of Trust so long as the total amount of such refinancing does not exceed 97% of the Maximum Resale Price in effect at the time of such refinancing and only if the lender is an Institutional Lender. The total debt of an Owner secured by the Restricted Lot, including the First Deed of Trust, shall not exceed 97% of the Maximum Resale Price in effect at the time that the security interest is created.

B. The Town is authorized to negotiate, execute, and record such consents or agreements as it may deem necessary which have the effect of subordinating this Agreement to the terms of a First Deed of Trust in order to facilitate favorable financing for the benefit of a Qualified Buyer of a Restricted Lot.

C. It shall be a breach of this Agreement for Owner to default in the payment or other obligations due or to be performed under a promissory note secured by any deed of trust encumbering a Restricted Lot, including the First Deed of Trust, or to breach any of Owner’s duties or obligations under said deed or deeds of trust. It shall also be a breach of this Agreement for Owner to default in the payment of real property taxes or obligations to the Thompson Park Homeowners Association for general or special assessments. Owner must notify GCHA and the Town, in writing, of any such default and provide a copy of any notification received from a
lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, or of any breach of any of Owner’s duties or obligations under said deed of trust, within five (5) calendar days of Owner’s notification from lender, or its assigns or within five (5) calendar days of Owner’s notification from any other creditor specified herein, of any default, past due payment or breach.

D. Upon notification of a default as provided in Section 9(C), above, GCHA or the Town may offer loan counseling or distressed loan services to the Owner, if any of these services are available, and the Town is entitled to require the Owner to sell a Restricted Lot in order to avoid the commencement of foreclosure proceedings. If the Town requires sale of a Restricted Lot, Owner shall, immediately upon request, execute a standard Listing Contract with GCHA on forms approved by the Colorado Real Estate Commission providing for ninety (90) day listing period. GCHA shall promptly advertise the property for sale by competitive bid to Qualified Buyers. In the event of a listing of a Restricted Unit pursuant to this subsection, GCHA and/or the Town are entitled to require the Owner to accept a qualified bid for the Maximum Resale Price or, if none are received, to accept a qualified bid for an amount less than the Maximum Resale Price which is sufficient to satisfy the Owner’s financial obligations pursuant to the promissory note or notes secured by the First Deed of Trust and any junior deeds of trust. The Listing Contract shall obligate the Owner to pay the standard listing fee and normal closing costs and expenses that would be the obligation of the Owner in the event of a sale pursuant to Section 4 of this Agreement.

E. Upon receipt of any notice of default by Owner, whether the notice described in Section 9(C), above, or otherwise, the Town shall have the right, but not the obligation, in its sole discretion, to cure the default or any portion thereof. In that event, the Owner shall be personally liable to the Town for any payments made by it on the Owner’s behalf together with interest thereon at the rates specified in the obligation then in default, plus 1%, together with all actual expenses of the Town incurred in curing the default, including reasonable attorney’s fees. The Owner shall be required by the Town to execute a promissory note to be secured by a junior deed of trust encumbering the Restricted Lot in favor of the Town for the amounts expended by the Town as specified herein, including future advances made for such purposes. The Owner may pay the promissory note at any time prior to the sale of the Restricted Lot. Otherwise, Owner’s indebtedness to the Town shall be satisfied from the Owner’s proceeds at closing upon sale of the Restricted Lot. The provisions of this Section 9(E) are not subject to the provisions of Section 9(A) limiting the amount of secured indebtedness.

F. The Town shall be a “person with an interest in the property……” as described in CRS 38-38-103(1)(a)(II)(E) and, thus, shall be entitled to receive the combined notice required by and described in CRS 38-38-103(1)(a). And, as a “contract vendee” pursuant to CRS 38-38-104(1)(d), the Town shall be entitled to cure any default which is the basis of a foreclosure action in accordance with CRS 38-38-104 et seq. Upon filing with the Public Trustee of Garfield County of a Notice of Election and Demand for Sale (“NED”) pursuant to CRS 38-38-101(4) by the holder of the First Deed of Trust, the Town shall have the right and option, but not the obligation, exercisable in the Town’s sole discretion, to purchase the Restricted Lot for 95% of the Maximum Resale Price on the date of the NED, less the amount of any debt secured by the Restricted Lot (including interest, late fees, penalties, costs and other fees and reimbursement due to lender) to be assumed by the Town or the amount required to pay off all indebtedness secured by the Restricted
Lot, whichever is greater. If the Town desires to exercise said option, it shall give written notice thereof to the Owner within thirty (30) days following the filing of the NED. In the event that the Town timely exercises its option, the closing on the purchase of the Restricted Lot shall occur no less than seventy-five (75) days nor more than ninety (90) days after the date of the NED. At closing, Owner shall execute and deliver a Special Warranty Deed conveying the Restricted Lot free and clear of all monetary liens and encumbrances, except those to be assumed by the Town, and shall execute normal and customary closing documents. The proceeds of sale shall be applied first to cure the default by paying off the indebtedness secured by the Restricted Lot which is the subject of the pending foreclosure action, then to Owner’s closing costs, then to the payment of other indebtedness secured by the Restricted Lot, and the balance, if any, shall be disbursed to Owner. If the Owner cures the default prior to closing resulting in withdrawal of the NED and cancellation of the foreclosure sale, the Town’s option to purchase the Restricted Lot shall terminate. Such termination shall not, however, operate to extinguish the Town’s option to purchase the Restricted Lot in the event that any subsequent NED is filed.

G. The provisions of this Agreement shall be subordinate only to the lien of a First Deed of Trust to secure a loan to purchase the Restricted Lot made by an Institutional Lender. This Agreement shall not impair the rights of such Institutional Lender, or such Lender’s assignee or successor in interest, to exercise its remedies under the First Deed of Trust in the event of default by Owner; these remedies include the right to foreclose or exercise a power of sale or to accept a deed or assignment in lieu of foreclosure. After such foreclosure sale or acceptance of deed or assignment in lieu of foreclosure, this Agreement shall be forever terminated and shall have no further effect as to the Restricted Lot or any transfer thereafter, provided, however, that if and when the Restricted Lot is sold through foreclosure, the Owner shall nevertheless remit to the Town that portion of the net proceeds of the foreclosure sale, after payment of all obligations to the holder of the Deed of Trust and foreclosure costs, which exceeds the Maximum Resale Price that would have applied to the sale of the Restricted Lot if the Agreement had continued in effect. This Agreement shall be senior to any lien or encumbrance, other than a First Deed of Trust, as defined herein, recorded in the Office of the Clerk and Recorder of Garfield County, Colorado, after the date on which this Agreement is recorded in said Office. Any purchaser acquiring any rights in the Restricted Lot by virtue of foreclosure of a lien other than a First Deed of Trust, as defined herein, shall be deemed a Non-Qualified Transferee subject to the provisions of Section 4(H) of this Agreement. In the event of a foreclosure of a lien other than a First Deed of Trust, as defined herein, nothing herein shall be construed to create a release or waiver of the covenants, conditions, limitations and restrictions contained in this Agreement.

SECTION 10
GENERAL PROVISIONS

A. Notices. Any notices, consent, or approval which is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided in this subsection or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Agreement. Said notices, consents, and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:
To Declarant:
c/o Garfield & Hecht, P.C.
420 7th Street, Suite 100
Glenwood Springs, Colorado 81601

To Town:
Town of Carbondale, Colorado
511 Colorado Avenue
Carbondale, Colorado 81623

To Owner: as set forth in each recorded Memorandum of Acceptance for each Restricted Lot

B. Delegation. The Town and GCHA may delegate their authority hereunder to one another or to another organization qualified to manage and enforce the rights and obligations of either the Town or GCHA pursuant to this Agreement.

C. Severability. Whenever possible, each provision of this Agreement and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective only to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

D. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Colorado. Venue for any legal action arising from this Agreement shall be in Garfield County, Colorado.

E. Successors. Except as provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

F. Section Headings. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

G. Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options set forth in this Agreement shall be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated Board of Trustees of the Town of Carbondale, Colorado, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

H. Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be valid against any party hereto except on the basis of a written instrument executed by the Parties. However, the Party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition in writing.
I. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

J. Personal Liability. Owner agrees that he or she shall be personally liable for any of the transactions contemplated herein.

K. Further Action. The parties to this Agreement, including any Owner, agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement or any agreement or document relating hereto or entered into in connection herewith.

L. Authority. Each of the parties warrants that it has complete and full authority, without limitation, to commit itself to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein.

M. Modifications. The parties to this Agreement agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties, approved by the Town, and recorded with the Clerk and Recorder of Garfield County, Colorado. Notwithstanding the foregoing, the GCHA reserves the right to amend this Agreement unilaterally when deemed necessary to effectuate the purpose and intent of this Agreement, when such unilateral action does not materially impair an Owner’s or lender’s rights under this Agreement, and when such amendment has been approved by the Town.

N. Attorney’s Fees. In the event any of the parties resorts to litigation with respect to any of the provisions of this Agreement, the prevailing party shall be entitled to recover damages and costs, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have executed this instrument on the day and year first written above.

DECLARANT:

Cerise Park, LLC

a Delaware limited liability company

Frieda K. Wallison, Manager
Cerise Park, LLC
STATE OF COLORADO  )
COUNTY OF _________  ) ss.

The foregoing instrument was acknowledged before me this ___day of _______________, 2017, by Frieda K. Wallison, Manager of Cerise Park, LLC.

WITNESS my hand and official seal.

My commission expires: ________________

______________________
Notary Public
ACCEPTANCE BY THE GARFIELD COUNTY HOUSING AUTHORITY AND THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO

The foregoing DECLARATION OF DEED RESTRICTION AND AGREEMENT CONCERNING THE SALE, OCCUPANCY, AND RESALE OF CERTAIN LOTS WITHIN THE THOMPSON PARK SUBDIVISION, PHASE 2, TOWN OF CARBONDALE, GARFIELD COUNTY, COLORADO and its terms are hereby adopted and declared by the Garfield County Housing Authority and the Board of Trustees of the Town of Carbondale, Colorado.

GARFIELD COUNTY HOUSING AUTHORITY

By: ______________________________
    Katherine Gazunis, Executive Director
    Garfield County Housing Authority

STATE OF COLORADO    )
    ) ss.
COUNTY OF ___________ )

The above and foregoing document was acknowledged before me by Katherine Gazunis this ___ day of __________________, 2017.

Witness my hand and official seal.
My commission expires:

___________________________
Notary Public

TOWN OF CARBONDALE, COLORADO
a Colorado home rule municipal corporation

By: ______________________________
    Dan Richardson, Mayor

ATTEST

______________________________
Cathy Derby, Town Clerk
STATE OF COLORADO  )
COUNTY OF __________  ) ss.

The above and foregoing document was acknowledged before me by Dan Richardson, as Mayor, and Cathy Derby, as Town Clerk, of the Town of Carbondale, Colorado, this ___ day of __________________, 2017.

Witness my hand and official seal.
My commission expires:

______________________________
Notary Public
EXHIBIT A
PERMITTED CAPITAL IMPROVEMENTS

1. The term “Permitted Capital Improvements” as used in the Agreement shall only include the following:
   a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacements, and/or maintenance improvements;
   b. Improvements for energy and water conservation;
   c. Improvements for the benefit of seniors and/or handicapped persons;
   d. Improvements for health and safety protection devices;
   e. Improvements to add and/or finish permanent/fixed storage space;
   f. Improvements to finish unfinished space;
   g. Garages;
   h. The cost of adding decks and any extension thereto;
   i. Landscaping; and
   j. Jacuzzis, spas, saunas, steam showers and other similar items.

2. Permitted Capital Improvements as used in this Agreement shall NOT include the following:
   a. Upgrades/replacements of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of the unit;
   b. Improvements required to repair, replace, and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, carpeting, and other similar items; or
   c. Upgrades or addition of decorative items, including lights, window coverings, floor coverings, and other similar items.

3. All Permitted Capital Improvement items and costs shall be approved by the GCHA prior to being added to the Maximum Resale Price as defined in the Agreement.
EXHIBIT B
MEMORANDUM OF ACCEPTANCE

MEMORANDUM OF ACCEPTANCE OF DECLARATION OF DEED RESTRICTION AND AGREEMENT CONCERNING THE SALE, OCCUPANCY, AND RESALE OF CERTAIN LOTS WITHIN THE THOMPSON PARK SUBDIVISION, PHASE 2, TOWN OF CARBONDALE, GARFIELD COUNTY, COLORADO

RECITALS:

WHEREAS, _______________________________ (“Owner”) has, simultaneously with the execution of this Memorandum, purchased certain real property legally described as: ____________________________________________________________________, according to the Final Plat thereof recorded __________ (date), as Reception No. ________________ (“Property”), in the office of the Clerk and Recorder of Garfield County, Colorado; and

WHEREAS, as a condition of Owner’s purchase of the Property, Owner acknowledges and agrees to the terms, conditions, and restrictions found in that certain instrument entitled DECLARATION OF DEED RESTRICTION AND AGREEMENT CONCERNING THE SALE, OCCUPANCY, AND RESALE OF CERTAIN LOTS WITHIN THE THOMPSON PARK SUBDIVISION, PHASE 2, TOWN OF CARBONDALE, GARFIELD COUNTY, COLORADO recorded on _________________ as Reception Number _________________ in the Office of the Clerk and Recorder of Garfield County, Colorado (“Agreement”); and

NOW, THEREFORE, as required by the Agreement and in consideration of the covenants and agreements contained therein and contained herein, the Owner agrees and acknowledges as follows:

1. Owner hereby acknowledges having carefully read the entire Agreement, has had the opportunity to consult with legal and financial counsel concerning it, fully understands its terms and conditions and agrees to comply with all covenants, restrictions, and requirements thereof. In particular, Owner acknowledges and agrees that the Town of Carbondale shall be entitled to exercise the rights and options as set forth in Section 9 of the Agreement in the event of a default as described therein, and that the Owner will be required to document the cost of and obtain approval for any Permitted Capital Improvements and/or Required Improvements, as those terms are defined in the Agreement, to be included in the Maximum Resale Price.

2. The Agreement as described above is modified as follows
   a. For the purposes of Section 4 of the Agreement, Owner’s purchase price for the Property is $__________________.
   b. For the purposes of Section 10(A) of the Agreement, Owner’s address is as follows:

____________________________________
____________________________________
____________________________________
3. Upon execution, this Memorandum shall be recorded in the Office of the Clerk & Recorder of Garfield County, Colorado.

IN WITNESS WHEREOF, the Owner executes this instrument on the day and year written below.

OWNER

__________________________________  Dated: _______________________
Name: 

STATE OF COLORADO  )
COUNTY OF ___________ ) ss.

The above and foregoing document was acknowledged before me this ____ day of ________________, 20___, by ____________________________.

Witness my hand and official seal.
My commission expires:

__________________________________________
Notary Public

OWNER:

__________________________________  Dated: _______________________
Name: 

STATE OF COLORADO  )
COUNTY OF ___________ ) ss.

The above and foregoing document was acknowledged before me this ____ day of ________________, 20___, by ____________________________.

Witness my hand and official seal.
My commission expires:

__________________________________________
Notary Public
May 8, 2017

VIA HAND-DELIVERY
Janet Buck, Planning Director
City of Carbondale Planning Department
511 Colorado Avenue
Carbondale, Colorado 81623

RE: Cerise Park, LLC - Thompson Park Subdivision, Phase 2A
Major Subdivision Plat Amendment Application

Dear Ms. Buck,

Cerise Park, LLC ("Applicant") hereby submits to the Town of Carbondale ("Town") its application for a major subdivision plat amendment ("Application") regarding Parcel 2 of the Thompson Park Subdivision ("Phase 2"), as depicted on the Thompson Park Master Plat, recorded in the Garfield County real property records at Reception No. 862909 ("Property"). A meeting was held with you and other members of Town staff regarding this Application on April 25, 2017.

The Property was annexed into the Town pursuant to Town of Carbondale Ordinance No. 2 (Series 2012), Reception No. 816052. The Property is subject to the Annexation and Development Agreement and seven amendments thereto ("Annexation Agreement") between the Town and Applicant. Phase 2 is also subject to the Thompson Park Development Plan (the "Plan") that was attached as an exhibit to the original Annexation Agreement and was amended in conjunction with the seventh amendment to the Annexation Agreement.

As you know, a final subdivision plat and major site plan for Parcel 2 were approved by Ordinance No. 2017-3 on February 14, 2017. Since that time, Applicant has been trying to find ways to make development of Parcel 2 and the subdivision as a whole economically feasible. To that end, Applicant desires to develop Parcel 2 in phases, which requires an amendment to the approved final subdivision plat which has not yet been recorded. The initial phase—Phase 2A—will involve the platting and construction of 1 affordable housing unit and 3 free market units. Applicant is not changing the design or location of any of the units in Phase 2A, and Applicant desires to amend the plat to reflect only a portion of the lots previously approved.

Because the approved final plat for Parcel 2 has not been recorded, Applicant has not paid any impact fees or posted security for public improvements. In light of the reduced number of lots in Phase 2A, the impact fees and water rights dedication fees will be lower than indicated in Applicant’s original subdivision application. A summary of those fees is enclosed with this letter. Additionally, all
GARFIELD & HECHT, P.C.

park dedication, open space, and traffic impact fees were satisfied when the Property was annexed into
the Town and/or at the time of recordation of the Thompson Park Master Plat. Pursuant to Section 6.3
of Unified Development Code, Applicant respectfully requests that the Town apply the fee
exemptions identified in that section to the development of Thompson Park Phase 2A.

The following documents are submitted in support of the Application:

1. Land Use Application Form and Application Fee payment ($800.00)
2. Proof of ownership
3. List of the name and number of all submitted drawings and plans
4. Major Subdivision Plat Amendment documents
   • Phase 2A Plat
   • Phase 2A Site Plan and table of site data
   • Proposed Declaration of Covenants, Conditions, Easements and Restrictions For
     Thompson Park Subdivision
   • Utility Plan
   • Private street profile plans
   • Drainage and irrigation plans
   • Engineered plans for public improvements including irrigation plan
   • Landscape plan
   • Cost estimate for public improvements
5. Additional Documents
   • Proposed real estate transfer assessment covenant
   • Proposed affordable housing deed restriction
   • Design guidelines
   • Applicant’s EQR calculations for Phase 2A

Applicant has provided a total of 8 copies of all of the required drawings and plans, four
of which are 24x36 and four of which are 11x17. Only electronic copies of all other documents
will be provided. The Town Attorney has indicated that the Town will provide a revised draft of
Subdivision Improvements Agreement (“SIA”) that includes a provision regarding Applicant’s
conveyance of public improvements to the Town. Applicant will review and provide comments
on the SIA and work with the Town Attorney to develop a final SIA for Phase 2A.

Please contact us if you need additional information or have questions regarding any of
the foregoing materials. We look forward to working with the Town as we proceed through the
application process.

Sincerely,

[Signature]
David H. McConaughy
Haley Carmer
Attorneys for Cerise Park, LLC

Enclosures

1655213_1
## Thompson Park Phase 2A
### Impact Fees Calculation

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
<th>Number of Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbondale and Rural Fire Protection District Impact Fee</td>
<td>$730 per unit</td>
<td>4</td>
<td>$2,920.00</td>
</tr>
<tr>
<td>Roaring Fork School District RE-1 Impact Fee</td>
<td>$162 per 1-bedroom unit</td>
<td>one, 1-bedroom unit</td>
<td>$2,130.00</td>
</tr>
<tr>
<td></td>
<td>$210 per 2-bedroom unit</td>
<td>three, 3-bedroom units</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$656 per 3-bedroom unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Rights Dedication Fee</td>
<td>$3,000 per acre foot of historic consumptive use</td>
<td>See dedication fee analysis</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Impact Fees Due** $5,050.00
Town of Carbondale  
511 Colorado Ave  
Carbondale, CO 81623  
(970) 963-2733

Land Use Application

PART 1 – APPLICANT INFORMATION

Applicant Name: Cerise Park, LLC  
Phone: (970) 927-2587  
Applicant Address: 1880 Lazy O Road, Old Snowmass, Colorado 81654  
E-mail: fkwallison@me.com; cc: dmcconaughy@garfieldhecht.com  
Owner Name: 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:  
Parcel 2. THOMPSON PARK SUBDIVISION according to the MASTER PLAT thereof filed May 19, 2015, as Reception No. 862309, Garfield County, Colorado

PART 2 – PROJECT DESCRIPTION

General project description:  
On February 14, 2017, the Town of Carbondale Board of Trustees adopted Ordinance No. 3, Series 2017, approving the Thompson Park Phase 2 final subdivision plat and major site plan submitted by Cerise Park, LLC (“Developer”). However, making the development of the Thompson Park subdivision economically feasible has been a challenge, particularly in the current environment of escalating construction costs. As such, Developer now wishes to develop Parcel 2 in several phases to reduce upfront costs and to allow Developer to test the real estate market and generate revenue to make progress on the project.  

In the first phase—Phase 2A—Developer intends to plat and construct one of the units composing Building A and all of the units composing Building B as shown on the approved final subdivision plat for Parcel 2. Developer also intends to construct, as part of Phase 2A, all of the public improvements associated with those units. The remaining units in Building A will be platted and constructed in subsequent Parcel 2 development phases. Developer is not changing the design or location of any of the Phase 2A buildings from what was originally approved by the Board.  
The process described above will require the Board to consider an amendment of the already approved final subdivision plat, which has not yet been recorded. Developer therefore submits this major subdivision plat amendment application and accompanying documents.

Size of Parcel: 2.2 acres  
# Dwelling Units: 4  
S q F t g Comm: 0 sq. ft. of commercial space

Type of Application(s): Major Subdivision Amendment

Existing Zoning: Residential/Medium Density (R/MD)  
Proposed Zoning: N/A

PART 3 – SIGNATURES

1
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 that are in excess of that anticipated by Article 8 of the Municipal Code.

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

[Signature]
5/8/17

Applicant Signature
Date

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

[Signature]
5/8/17

Owner Signature
Date

[Signature]
5/8/17

Owner Signature
Date

STATE OF COLORADO
COUNTY OF GARFIELD

) ss.

The above and foregoing document was acknowledged before me this 8th day of May 2017, by Frieda Leslow Wellison

Witness my hand and official
My commission expires:

Notary Public
### THOMPSON PARK SUBDIVISION PHASE 2A

#### SUBMITTED PLANS

<table>
<thead>
<tr>
<th>Number</th>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 1.1</td>
<td>Site Plan – Parcel 2A</td>
<td>5-1-2017</td>
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<tr>
<td>0</td>
<td>Sheet Index</td>
<td>5-5-2017</td>
</tr>
<tr>
<td>1</td>
<td>Phase 2A Final Plat</td>
<td>5-5-2017</td>
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<tr>
<td>2</td>
<td>Private Alley Plan &amp; Profile Details</td>
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<tr>
<td>3</td>
<td>Sewer Plan &amp; Profile</td>
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<td></td>
<td>Water Service Connections</td>
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<td>4</td>
<td>Sanitary Sewer Details</td>
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<td>5</td>
<td>Water Distribution System Details</td>
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<tr>
<td>6</td>
<td>Shallow Utilities and Irrigation System Plan</td>
<td>5-5-2017</td>
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<tr>
<td>7</td>
<td>Storm Drainage Plan and Details</td>
<td>5-5-2017</td>
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<tr>
<td>8</td>
<td>Erosion Control Plan</td>
<td>5-5-2017</td>
</tr>
<tr>
<td>L 1.0</td>
<td>Landscape Plan</td>
<td>5-3-2017</td>
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</tbody>
</table>
Revised Plat

A-1 and A-2 will be constructed when required to meet the total number of dwelling units.

Notes

A-1
B-3
B-1

25.00'

6
83.75'

4
A-2

 parcel

205x1409
Highway 133
Site Data Calculations (per UDC 2.5.3-F 2.b) 4/28/2017
Thompson Park - Parcel 2A

<table>
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<tr>
<th>vii total landscaped area sf</th>
<th>1,748</th>
<th>1,228</th>
<th>2,273</th>
<th>2,298</th>
<th>1,454</th>
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<tr>
<td>vii total on-lot landscaped areas</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>vi private outdoor open space sf</td>
<td>586</td>
<td>519</td>
<td>647</td>
<td>525</td>
<td>525</td>
<td>937</td>
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<tr>
<td>viii parking spaces ea</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>viii bulk storage space cf</td>
<td>809</td>
<td>999</td>
<td>807</td>
<td>2,674</td>
<td>2,685</td>
<td>2,658</td>
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<tr>
<td>viii impervious surface areas sf</td>
<td>1,509</td>
<td>1,590</td>
<td>1,385</td>
<td>2,560</td>
<td>2,566</td>
<td>2,539</td>
</tr>
<tr>
<td>viii impervious percentage (by building) %</td>
<td>46%</td>
<td>46%</td>
<td>46%</td>
<td>56%</td>
<td>56%</td>
<td>56%</td>
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<tr>
<td>vii floor area of each dwelling units sf</td>
<td>809</td>
<td>999</td>
<td>807</td>
<td>2,674</td>
<td>2,685</td>
<td>2,658</td>
</tr>
<tr>
<td>vii Incl. garage (where provided, typ.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>vii bicycle spaces ea</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>vii bulk storage space cf</td>
<td>272</td>
<td>336</td>
<td>272</td>
<td>1,320</td>
<td>1,320</td>
<td>1,320</td>
</tr>
<tr>
<td>viii floor area of each dwelling units sf</td>
<td>809</td>
<td>999</td>
<td>807</td>
<td>2,674</td>
<td>2,685</td>
<td>2,658</td>
</tr>
<tr>
<td>viii Incl. garage (where provided, typ.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>viii bicycle spaces ea</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

Building A
(1) Single-Family Attached
(2) Future Single-Family Attached
(Townhouse)
Affordable Housing Units
(80% AMI)

Building B
(3) Single-family Attached
(Townhouse)

Thompson Park
(Town of Carbondale)

ATTACHMENT H

Lot Area 3,257 sf
LOT 1 Unit A-1 (future)

Lot Area 2,818 sf
LOT 2 Unit A-2 (future)

Lot Area 3,658 sf
LOT 3 Unit A-3

Lot Area 4,858 sf
LOT 4 Unit B-1

Lot Area 4,020 sf
LOT 5 Unit B-2

Lot Area 4,907 sf
LOT 6 Unit B-3

Lot Area 27,095 gsf (0.62 ac.)

North Rose Montessori Foundation

Carbondale, Colorado

Colin R. Chapman

Mark Ross Montessori Foundation

Thompson Park - Parcel 2A

AFFORDABLE HOUSING

20% of the market units shall be provided affordable housing units. Minimum bedroom requirements are the same as required in subsequent phases. Affordable units are to be provided at a ratio of no less than 10 of the bedrooms provided by the market units. Affordable units must provide number of bedrooms equal to that of the market units.

9 BR x 10% = 0.9 bedrooms required.

3 market units x 3 BR/unit = 9 bedrooms.

1 affordable housing bedroom provided.

AFFORDABLE HOUSING REQUIREMENTS

For Lots 1 through 6:

(17) total on-site and right-of-way parking spaces are available for Parcel 2A, a ratio of 2.83 spaces per dwelling unit.

(2) parallel spaces exist on the east side of Lewie's Lane.

(12) outside spaces are provided on the lots.

(3) spaces are provided in over-size one-car garages.

1 unit provided in this phase. Additional units will be provided as required in subsequent phases.

20% of the units must be deed-restricted affordable housing units. Minimum bedroom requirements are the same as required in subsequent phases. Affordable units must provide number of bedrooms equal to that of the market units. Affordable units are to be provided at a ratio of no less than 10 of the bedrooms provided by the market units. Affordable units must provide number of bedrooms equal to that of the market units.

1 unit provided in this phase. Additional units will be provided as required in subsequent phases.
THOMPSON PARK
Carbondale, Colorado

PHASE 2A IMPROVEMENTS
MAY 5, 2017

OWNER:
CERISE PARK, LLC.
1880 Lazy O Road
Old Snowmass, CO 81654

ENGINEER AND SURVEYOR:
GAMBA & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
1151 MARCH PT, STE 214 P.O. BOX 1086 GLENWOOD SPRINGS, CO 81652

SHEET INDEX
MASTER PLAT COVER SHEET
MASTER PLAN
PRIVATE ALLEY PLAN AND PROFILE
TYPICAL RD SECTION AND DETAILS
SEWER PLAN AND PROFILE
MOTOR SERVICE CONNECTIONS
SERS FACILITIES
WATER DETAILS
GARRISON SUPPORT FEATURES
SHALLOW GEOTECHNICAL INVESTIGATION
ENGINEERING DETAILS
STORM DRAINAGE PLAN
STORM DRAINAGE DETAILS
SUBDIVISION CONTROL PLAN
Sheet 1
Sheet 2
Sheet 3
Sheet 4
Sheet 5
Sheet 6
Sheet 7
Sheet 8
Sheet 9
# Construction Cost Estimate for Required Public Improvements

**THOMPSON PARK - PHASE 2A**

**MAY 5, 2017**

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Construction Item</th>
<th>Units</th>
<th>Estimated Quantities</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sawcut and Remove and Dispose of Asphalt on Existing Bikepath at Road and Alley Crossings</td>
<td>SY</td>
<td>51.5</td>
<td>$6.50</td>
<td>$334.95</td>
</tr>
<tr>
<td>2</td>
<td>Compacted earthwork fill from on-site excavation for Bikepaths</td>
<td>CY</td>
<td>14</td>
<td>$19.00</td>
<td>$258.92</td>
</tr>
<tr>
<td>3</td>
<td>Subgrade Preparation - Scarify &amp; recompact insitu soil under bike paths</td>
<td>SY</td>
<td>181.7</td>
<td>$4.50</td>
<td>$817.63</td>
</tr>
<tr>
<td>4</td>
<td>Install Aggregate Base Course for Bikepaths (6-inch depth)</td>
<td>TONS</td>
<td>69.0</td>
<td>$27.00</td>
<td>$1,863.00</td>
</tr>
<tr>
<td>5</td>
<td>Install 3-inch thick HBP on Bikepath</td>
<td>TONS</td>
<td>33.6</td>
<td>$110.00</td>
<td>$3,690.50</td>
</tr>
<tr>
<td>6</td>
<td>Install Handicap Ramps with Warning Strips at Intersections of Bikepaths and Streets</td>
<td>EA</td>
<td>2</td>
<td>$750.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>7</td>
<td>Traffic Control at Access Point onto Lewie’s Lane</td>
<td>LS</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Subtotal of Bikepaths</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$9,465.00</strong></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Install 8” SDR-35 PVC gravity sewer pipe</td>
<td>LF</td>
<td>108</td>
<td>$62.00</td>
<td>$6,713.36</td>
</tr>
<tr>
<td>9</td>
<td>Install 48” dia. gravity sewer manhole</td>
<td>EA</td>
<td>3</td>
<td>$4,600.00</td>
<td>$13,800.00</td>
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<tr>
<td>10</td>
<td>Sawcut and Remove and Dispose of Asphalt on Bikepath along Highway 133 at Sewer Service Crossing</td>
<td>SY</td>
<td>20.4</td>
<td>$16.00</td>
<td>$326.40</td>
</tr>
<tr>
<td>11</td>
<td>Install Aggregate Base Course (6-inch depth) on Bikepath Along Highway 6</td>
<td>TONS</td>
<td>6.3</td>
<td>$27.00</td>
<td>$170.10</td>
</tr>
<tr>
<td>12</td>
<td>Install hot bituminous pavement (3-inch depth) on Bikepath Along Highway 6</td>
<td>TONS</td>
<td>3.4</td>
<td>$110.00</td>
<td>$374.00</td>
</tr>
<tr>
<td><strong>Subtotal of Sewer System</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$21,383.86</strong></td>
<td></td>
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<tr>
<td>13</td>
<td>Install Wire Reinforced Silt Fence and Maintain during Construction</td>
<td>LF</td>
<td>458</td>
<td>$1.95</td>
<td>$892.13</td>
</tr>
<tr>
<td>14</td>
<td>Construct Gravel Tracking Reduction Area at Primary Access onto Lewie’s Lane and Maintain during Construction</td>
<td>SF</td>
<td>1,170</td>
<td>$1.10</td>
<td>$1,286.59</td>
</tr>
<tr>
<td><strong>Subtotal of Erosion Control Measures</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$2,178.72</strong></td>
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</tr>
<tr>
<td>Bid Item</td>
<td>Sys.</td>
<td>Construction Item</td>
<td>Units</td>
<td>Estimated Quantities</td>
<td>Unit Price</td>
</tr>
<tr>
<td>----------</td>
<td>------</td>
<td>----------------------------------------------------------------------------------</td>
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<td>------------</td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>Install 24”x 24” Dia ADS-N12 Irrigation Culvert Tee</td>
<td>EA</td>
<td>1</td>
<td>$500.00</td>
</tr>
<tr>
<td>16</td>
<td></td>
<td>Install Irrigation Diverstion Piping, Fittings, Butterfly Valve and Concrete Valve Box</td>
<td>LS</td>
<td>1</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>Install 48 dia. Precast Concrete Manhole with 30” dia. cover for Irrigation System Pump Station</td>
<td>LS</td>
<td>1</td>
<td>$4,900.00</td>
</tr>
<tr>
<td>18</td>
<td></td>
<td>Install Irrigation Pumps, Controls and Housing for Pump Station</td>
<td>LS</td>
<td>1</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>Trench Excavation, Conduit Placement and Backfill for Primary Irrigation System Piping</td>
<td>LF</td>
<td>270</td>
<td>$26.50</td>
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<tr>
<td></td>
<td></td>
<td><strong>Subtotal of Irrigation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Subtotal of Miscellaneous Items</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SUB-TOTAL ESTIMATED CONSTRUCTION COST FOR PUBLIC IMPROVEMENTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>10% MISCELLANEOUS AND CONTINGENCY</strong></td>
<td>%</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL ESTIMATED CONSTRUCTION COST FOR PUBLIC IMPROVEMENTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. REFER TO CIVIL ENGINEER'S UTILITY AND PRECISE GRADING PLANS FOR UTILITY LOCATION IDENTIFICATION.
2. EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST GRAPHICS SHALL PREVAIL.
3. VERIFY PLANT COUNTS AND SQUARE FOOTAGES: QUANTITIES ARE PROVIDED AS OWNER INFORMATION ONLY. AN APPROVAL LIST CAN BE OBTAINED FROM LANDSCAPE ARCHITECT. THE GRAPHICS SMALL PRINT.
4. CONTACT THE LOCAL UNDERGROUND UTILITY SERVICES FOR UTILITY LOCATION AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
5. PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND IF NECESSARY, BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE FIELD PRIOR TO INSTALLATION.
6. TREES SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE TO EXISTING.
7. PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.
8. PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE ARCHITECT.
9. FINISH GRADES OF PERENNIAL BEDS AND REVEGETATED AREAS TO BE 1'-2' LOWER THAN EXISTING GRADES.
10. SEE IRRIGATION DRAWINGS FOR IRRIGATION SLEEVES LOCATION.
11. VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THE PLAN CAN'T BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT LANDSCAPE ARCHITECT FOR FURTHER INSTRUCTIONS PRIOR TO COMMENCING WORK.
12. CUT AND REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL.
13. VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THE PLAN CAN'T BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT LANDSCAPE ARCHITECT FOR FURTHER INSTRUCTIONS PRIOR TO COMMENCING WORK.

**LANDSCAPE PLANTING NOTES**

- EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE FIELD PRIOR TO INSTALLATION.

**TREE LIST**

- **Coniferous Trees** (total # of coniferous trees 4)  
  - Picea glauca 'Norway Spruce'
  - Abies concolor
  - Acer truncatum x acer platanoides 'Norwegian Sunset'

- **Deciduous Trees** (total # of deciduous trees 3)  
  - Prunus maackii
  - Syringa reticulata
  - Tilia Americana 'Redmond'

- **Shrubs** (total # of shrubs 31)  
  - Euonymus alatus
  - Budleja davidii 'Nanho Purple'

**PLANTING SCHEDULE**

- 1 3.0" cal.  
  - Acer glabrum
- 7 2.5" cal.  
  - Cornus sercea 'Isanti'
- 2 3.0" cal.  
  - Amelanchier laevis 'Spring Flurry'
- 5 gal  
  - Cistena Plum
  - Buddleja davidii 'Nanho Purple'
  - Euonymus alatus
- 5 gal  
  - Philadelphus mircophyllis
  - Cistena Plum
- 5 gal  
  - Salix purpurea 'Nana'
  - Dwarf Arctic Willow
- 5 gal  
  - Cornus sercea 'Isanti'
  - Dark Knight Spirea
- 4' hgt  
  - Philadelphus mircophyllis
  - Cistena Plum
- 5 gal  
  - Acer truncatum x acer platanoides 'Norwegian Sunset'
  - Dark Knight Spirea
- 3'-4' hgt  
  - Acer glabrum
  - Dark Knight Spirea
- 5 gal  
  - Amelanchier laevis 'Spring Flurry'
  - Dark Knight Spirea
- 5 gal  
  - Acer truncatum x acer platanoides 'Norwegian Sunset'
  - Dark Knight Spirea

**SHRUB LEGEND**

- DECIDUOUS SHRUBS (total # of shrubs 3)  
  - Amur Chokecherry
  - Rocky Mountain Maple
  - Isanti Dogwood

- CONIFEROUS SHRUBS (total # of shrubs 1)  
  - Pinon Sage

**PLANTING SCHEDULE**

- 1 3.0" cal.  
  - Acer truncatum x acer platanoides 'Norwegian Sunset'
- 7 2.5" cal.  
  - Cornus sercea 'Isanti'
- 2 3.0" cal.  
  - Amelanchier laevis 'Spring Flurry'
- 5 gal  
  - Cistena Plum
  - Buddleja davidii 'Nanho Purple'
- 5 gal  
  - Philadelphus mircophyllis
  - Cistena Plum
- 5 gal  
  - Salix purpurea 'Nana'
  - Dwarf Arctic Willow
- 5 gal  
  - Cornus sercea 'Isanti'
  - Dark Knight Spirea
- 4' hgt  
  - Philadelphus mircophyllis
  - Cistena Plum
- 5 gal  
  - Acer truncatum x acer platanoides 'Norwegian Sunset'
  - Dark Knight Spirea
- 3'-4' hgt  
  - Acer glabrum
  - Dark Knight Spirea
- 5 gal  
  - Amelanchier laevis 'Spring Flurry'
  - Dark Knight Spirea
- 5 gal  
  - Acer truncatum x acer platanoides 'Norwegian Sunset'
  - Dark Knight Spirea

**SHRUBS**

- DECIDUOUS SHRUBS (total # of shrubs 3)  
  - Amur Chokecherry
  - Rocky Mountain Maple
  - Isanti Dogwood

- CONIFEROUS SHRUBS (total # of shrubs 1)  
  - Pinon Sage

**PLANTING SCHEDULE**

- 1 3.0" cal.  
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- 7 2.5" cal.  
  - Cornus sercea 'Isanti'
- 2 3.0" cal.  
  - Amelanchier laevis 'Spring Flurry'
- 5 gal  
  - Cistena Plum
  - Buddleja davidii 'Nanho Purple'
- 5 gal  
  - Philadelphus mircophyllis
  - Cistena Plum
- 5 gal  
  - Salix purpurea 'Nana'
  - Dwarf Arctic Willow
- 5 gal  
  - Cornus sercea 'Isanti'
  - Dark Knight Spirea
- 4' hgt  
  - Philadelphus mircophyllis
  - Cistena Plum
- 5 gal  
  - Acer truncatum x acer platanoides 'Norwegian Sunset'
  - Dark Knight Spirea
- 3'-4' hgt  
  - Acer glabrum
  - Dark Knight Spirea
- 5 gal  
  - Amelanchier laevis 'Spring Flurry'
  - Dark Knight Spirea
- 5 gal  
  - Acer truncatum x acer platanoides 'Norwegian Sunset'
  - Dark Knight Spirea

**SHRUBS**

- DECIDUOUS SHRUBS (total # of shrubs 3)  
  - Amur Chokecherry
  - Rocky Mountain Maple
  - Isanti Dogwood

- CONIFEROUS SHRUBS (total # of shrubs 1)  
  - Pinon Sage

**PLANTING SCHEDULE**

- 1 3.0" cal.  
  - Acer truncatum x acer platanoides 'Norwegian Sunset'
- 7 2.5" cal.  
  - Cornus sercea 'Isanti'
- 2 3.0" cal.  
  - Amelanchier laevis 'Spring Flurry'
- 5 gal  
  - Cistena Plum
  - Buddleja davidii 'Nanho Purple'
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- 5 gal  
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  - Dark Knight Spirea
- 5 gal  
  - Amelanchier laevis 'Spring Flurry'
  - Dark Knight Spirea
- 5 gal  
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**SHRUBS**

- DECIDUOUS SHRUBS (total # of shrubs 3)  
  - Amur Chokecherry
  - Rocky Mountain Maple
  - Isanti Dogwood

- CONIFEROUS SHRUBS (total # of shrubs 1)  
  - Pinon Sage
ARCHITECTURAL DESIGN GUIDELINES
FOR
THOMPSON PARK SUBDIVISION,
TOWN OF CARBONDALE, GARFIELD COUNTY, COLORADO

Article I – Introduction

Section 1.1 It is the intention of the Declarant of the Thompson Park Subdivision to construct all of the residential units proposed in the Thompson Park Subdivision. In addition, the Declarant will install all landscaping and irrigation systems for the public rights of way and other designated landscape areas within the Subdivision. The purpose of these Architectural Design Guidelines (“Guidelines”) is to provide a framework for the consideration of future additions and alterations, which may be proposed by the initial buyers of the units and by successive homeowners.

Section 1.2 The authority and discretion to approve or disapprove any proposed additions or alterations to the dwelling units or to the landscaped areas designated for maintenance by the homeowners association shall rest exclusively with the Board of Directors (“Board”) of the Thompson Park Homeowners Association, Inc. (the “HOA”) which shall act as the Architectural Design Committee (“Committee”). Additionally, the Town of Carbondale shall have the right, but not the obligation, to enforce these Guidelines. The Committee shall consider all such additions or alterations in light of Article III of these Guidelines, but may, in addition, consider such additional circumstances and facts, as it seems appropriate in arriving at its final decision to approve or disapprove.

Article II – Application Procedures

Section 2.1 Application for Approval. Any owner and/or the owner’s representative proposing landscaping or construction (“Applicant”) which is subject to the review and approval of the Committee may be required to submit the following items, together with such other additional information as the Committee may request, depending upon the scope and impact of the proposed improvements. It is recommended that the Applicant schedule a preliminary meeting with the Committee to determine which, if any, of the following items may be required:

A. Site Plan, at a scale of not less than 1/8” = 1’-0” showing the Lot and the following information:
   1. Property lines and dimensions, and building setback lines, as shown on the recorded plat.
   2. Location of the proposed improvement for which approval is sought and its relationship to property lines. Location of existing structures on adjacent lots should be indicated.
   3. Driveway, parking and walkway locations and the width, grades and proposed surface material of each.
   4. Footprint of the improvement.

B. Grading. The Declarant will establish finished grades of the Lot in question in accordance with the approved drainage plan. Said drainage plan shall not be altered without prior written consent of the Declarant.
   1. Existing grades on the Lot, as well as proposed finished grades of any ground, shall not be altered.
2. Any existing and proposed drainage channels and patterns, swales, culverts, catch basins or subsurface drainage systems shall not be altered.
3. The location on the Lot of any benchmark used to set elevations shall not be altered.

C. Architectural Drawings, including, but not limited to, the following:
1. Floor plans at a scale of not less than 3/16”=1’ showing all floors and spaces intended to be used or occupied. Indicate room dimensions and square footage of each floor, and finished floor elevations on the main floor.
2. Exterior elevations at a scale of not less than 3/16”=1’ showing all exterior elevations and surfaces of the proposed improvements, including the roof and any appurtenances thereto, such as skylights, chimneys and venting, and all proposed finish grades relative to each elevation as indicated on the grading plan.
3. Cross-sections taken through the proposed improvement at its highest point indicating the height of the structure above both natural and proposed grade.
4. Exterior walls - clearly show the texture, color and type of material, as well as the pattern or direction of any exterior wall surfaces. Also indicate the type, material and color of any trim, doors, windows, fascia, decking and handrails. Color and material samples are required.
5. Roof plan showing roof pitch, valleys, hips, gables and drip lines, materials, color, and the location of any protrusion beyond the surface of the roof, including, but not limited to, chimneys, parapets, facades, and skylights. Color and material samples are required.
6. Exterior lighting shall be indicated where it occurs, together with type of fixtures, direction of light to be emitted, and information on whether such lighting is recessed or surface mounted. All exterior lighting fixtures must conform to the Town of Carbondale Lighting Ordinance.
7. The Committee may require submission of such additional plans and other information (including models), as it may deem appropriate to the approval process.

D. Landscape Drawings. Each Lot contains landscaped areas installed by the Declarant and maintained by the HOA, as well as landscaped areas installed and maintained by each homeowner. Any proposed alterations to the landscaping in those areas maintained by the HOA and visible to other properties in Thompson Park shall be subject to review by the Committee. In that instance, a landscape plan shall be prepared by a landscape architect or professional landscape company and shall include:
1. A planting plan at a scale of not less than 1/8” = 1’-0” showing the arrangement of all trees, shrubs, groundcovers, seeded lawn areas, sodded lawn areas and natural grass areas. A plant list or other indication of species, variety, size, quantity, spacing and location of all plant materials proposed for use on the project shall be included.
2. A plan indicating all proposed changes to the automated irrigation system.

Section 2.2 Optional Preliminary Review. Prior to submitting any plans or specifications for approval, an Applicant may obtain a preliminary review of any proposed construction or landscaping from the Committee upon request. The purpose of the preliminary review is to give the Applicant and/or its representatives an opportunity to discuss specific design concerns with the Committee, obtain interpretations and answers to questions concerning the Guidelines, and to establish the extent of submittal documentation necessary.
This procedure is informal, and no preliminary approval by the Committee shall obligate the Committee to approve final plans and specifications for the project after a formal submittal as provided for in paragraph 2.1. The information, plans, and specifications provided to the Committee at the preliminary review stage shall be at the discretion of the applicant, but should include sufficient information and graphic representations to allow the Committee to be helpful in the development of an acceptable construction and/or landscape plan.

Section 2.3 Fees. The application for preliminary design review, or for final approval of any landscaping or construction plan shall be accompanied by a deposit in the amount of $500.00, which may from time-to-time be amended as deemed necessary by the HOA Board. In addition, the Applicant shall be responsible for payment of all reasonable fees and expenses charged by consultants retained by the Committee to advise the Committee with respect to the applicant’s proposals. The Applicant’s deposit shall be credited against such fees and expenses. An Applicant’s financial obligations set forth in this Section 2.3 shall be enforced according to the provisions set forth in Article 6 of the Declaration of Covenants, Conditions, Easements And Restrictions for Thompson Park Subdivision.

Section 2.3 Inspection. Submittal of an application grants the Committee the authority to make an onsite inspection of the Lot on which the improvements are proposed. Further, the Applicant shall notify the Committee when the improvements have been completed, allowing the Committee to inspect and confirm that the improvements were completed in compliance with approved plans and specifications.

Section 2.4 Notification of Action. Upon receipt of a completed application for approval, the Committee shall have thirty (30) days in which to complete its review of the application, and to notify the Applicant, in writing, of its decision to approve or disapprove, and if disapproved, to set forth the reasons therefor.

Section 2.5 Expiration of Approval. Except as provided to the contrary for landscape completion in these Guidelines, after approval of any development plan, the Applicant shall commence with the installation or construction of the improvements within six (6) months and shall complete them within one (1) year from the approval date. Failure to do so will cause the approval to expire unless, prior to expiration, the Applicant petitions for, and receives, an extension from the Committee, which may be granted, in the sole discretion of the Committee.

Section 2.6 Application Form. Application for approval by the Committee shall be completed on forms provided by the Committee, and shall be signed by all record owners of title to the Lot on which the proposed improvements will be constructed or installed.

Section 2.7 Limitations on Architectural Design Committee Approval. In considering and approving any application for architectural design review, the Committee does not consider, and neither the Committee nor the HOA assume any responsibility for, the following:

A. The structural capacity of the proposed improvements, nor the suitability of any proposed materials, building techniques or other aspects of the improvements relating to habitability or suitability for the intended purpose of the Applicant;
B. Compliance with any applicable building codes, or any other statutes, ordinances, rules or regulations promulgated and made applicable to the Applicant's property by any city, county, state or federal government, or any agency, department, bureau or other political subdivision thereof; or

C. Suitability of the proposed site of any improvements in relation to manmade or natural hazards, including, without limitation, geological instability, ground compaction, drainage or flood hazards.

Article III – Design Criteria

Section 3.1 Architectural Design. The design of any proposed additions or alterations to a structure within the Thompson Park Subdivision shall be consistent with the style and character established by the original structures built by the Declarant in the Subdivision.

Section 3.2 Solar Collectors. Sloping roofs suitable and intended for the installation of roof-mounted solar collectors have been incorporated into the original dwelling units. Installation of roof-mounted solar collectors on said roofs, installed parallel to the roof and projecting no more than required to achieve a waterproof and structurally adequate mounting, are permitted without Committee approval. Installation of rack-mounted solar collectors on roofs not sloped or oriented for roof-mounted solar collectors as well as free standing solar collectors are prohibited.

Section 3.3 Exterior Wall Materials. Additions and alterations shall use exterior wall materials consistent with, and substantially similar to the exterior finish materials used in the initial construction.

Section 3.4 Windows. Windows used in additions and alterations shall substantially match the material, color and profile of the windows used in the initial construction.

Section 3.5 Pet Enclosures. All dog runs, pens, and other pet enclosures shall be immediately adjacent to the dwelling, and landscaped or otherwise screened or fenced so as to obscure them from view from neighboring lots or adjacent streets. All such pet enclosures must receive approval by the Committee prior to construction.

Section 3.6 Exterior Lighting. All exterior lighting shall be shielded and directional and the light source should not be visible from neighboring properties or adjoining streets. All exterior lighting must meet the requirements of Carbondale’s Lighting Ordinance. All exterior lighting proposed in any additions or alterations shall require the approval of the Committee prior to installation, and all plans submitted for approval shall show clearly the location, and type of light fixtures proposed, together with any other information which may be helpful to the Committee in reviewing the application.

Section 3.7 Fencing. Fencing may be installed at the heights and in the locations indicated on the approved Thompson Park Subdivision Plat documents. All fencing shall be natural finish cedar, which may only be treated with clear sealers that do not impart a color to the natural wood finish. All fencing must be installed in accordance with the requirements of Table 5.4-3 of the Town of Carbondale.
Unified Development Code. A site plan demonstrating compliance with these Guidelines shall be submitted for review and approval prior to installation.

Section 3.8 Landscaping. Those areas of the Lot with landscaping installed and maintained by an owner are not subject to the landscape requirements of these Guidelines. In those areas, owners are, however, strongly encouraged to use native and low-water-use species in order to promote water conservation. Applicants proposing landscaping changes in areas of the Lot with landscaping maintained by the HOA shall submit plans demonstrating conformance with the following Guidelines:

A. All lawns shall be low-water species.

B. List of approved shrubs: See Exhibit “A” hereto.

C. List of approved trees: See Exhibit “A” hereto.

D. The existing irrigation system shall be altered and or expanded as necessary to properly irrigate the proposed plantings, and the Applicant shall demonstrate to the satisfaction of the Committee that the amount of water to be used to irrigate the proposed plantings does not exceed the amount of water used prior to irrigation of the proposed plantings.

E. The Applicant shall obtain from the landscaping contractor a two (2) year warranty on all trees and shrubs and grant to the HOA the same right to invoke the warranty as the Applicant.

F. All costs associated with accomplishing proposed changes to the landscaping within the areas maintained by the HOA shall be borne by the Applicant proposing said changes.

Section 3.9 Terraces. To protect and ensure owners’ privacy from adjacent units, owners may construct rooftop terraces upon application to and approval from the Committee.

A. Terraces may only be constructed within the roof areas designated on the approved schematic architectural plans for any phase of development of the Thompson Park Subdivision.

B. The design of any rooftop terrace must be sympathetic to and compliment the architectural character of the existing buildings within the Subdivision.

C. Applications for the construction of any proposed rooftop terraces are subject to the review and approval process set forth in Article II of these Guidelines.

Article IV – Miscellaneous

Section 3.1 Amendment. These Guidelines may be amended from time to time as deemed necessary by the Committee in its discretion. Any and all amendments to these Guidelines must be approved, in writing, by the Town of Carbondale and the Declarant or its successors or assigns. All approved amendments shall be recorded in the real property records of the office of the Garfield County Clerk & Recorder.
Section 3.2 Non-Liability for Design Review. The Committee will use reasonable judgment in accepting or disapproving all plans and specifications submitted to it. Neither the Committee, nor the HOA, nor any individual Committee or HOA board member will be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent that the Committee or any individual Committee member acted with malice or performed any intentional wrongful acts. Approval by the Committee does not necessarily assure approval by the appropriate governmental body or the Town of Carbondale. Notwithstanding that the Committee has approved plans and specifications, neither the Committee, nor the HOA, nor any of their members will be responsible or liable to any Applicant, owner, developer, or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval of any application or the construction of any Improvement(s). Neither the HOA, nor the Committee, nor any agent thereof, nor Declarant, nor any of Declarant’s partners employees, agents, or consultants will be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the provisions of the Thompson Park Declaration, these Guidelines, the Development Plan for the Subdivision, or the Subdivision rules, nor for any structural or other defects in any work done according to such plans and specifications. In all events the HOA will defend and indemnify the Committee members in any such suit or proceeding which may arise by reason of the Committee’s decisions; provided, however, that the HOA will not be obligated to indemnify a member of the Committee to the extent that any such member is adjudged to be liable for malice or intentional wrongful acts in the performance of his or her duty as a member of the Committee, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.
## EXHIBIT A
### APPROVED PLANT SPECIES

#### EVERGREEN TREES:

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abies concolor</td>
<td>White Fir</td>
</tr>
<tr>
<td>Picea pungens</td>
<td>Colorado Blue Spruce</td>
</tr>
<tr>
<td>Pinus aristata</td>
<td>Bristlecone Pine</td>
</tr>
<tr>
<td>Pinus nigra</td>
<td>Austrian Pine</td>
</tr>
<tr>
<td>Pseudotsuga menziesii</td>
<td>Douglas Fir</td>
</tr>
</tbody>
</table>

#### DECIDUOUS TREES:

**Shade Trees**

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acer platanoides</td>
<td>Norway Maple</td>
</tr>
<tr>
<td>(Varieties: Columnar, Deborah, Emerald Queen)</td>
<td></td>
</tr>
<tr>
<td>Gleditsia triacanthos inermis</td>
<td>Honeylocust</td>
</tr>
<tr>
<td>(Varieties: Imperial, Skyline and Shademaster)</td>
<td></td>
</tr>
<tr>
<td>Populus tremuloides</td>
<td>Quaking Aspen</td>
</tr>
<tr>
<td>Sorbus aucuparia</td>
<td>European Mountain Ash</td>
</tr>
<tr>
<td>Tilia Americana ‘Redmond’</td>
<td>Redmond Linden</td>
</tr>
</tbody>
</table>

#### DECIDUOUS TREES:

**Ornamental Trees**

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acer ginnala ‘Flame’</td>
<td>Amur Flame or Ginnala Maple</td>
</tr>
<tr>
<td>Acer grandidentatum</td>
<td>Bigtooth Maple</td>
</tr>
<tr>
<td>Acer tataricum</td>
<td>Tatarian Maple</td>
</tr>
<tr>
<td>(Varieties: Hot Wings, Pattern Perfect)</td>
<td></td>
</tr>
<tr>
<td>Crataegus viridis</td>
<td>Winter King Hawthorn</td>
</tr>
<tr>
<td>‘Winter King’</td>
<td></td>
</tr>
<tr>
<td>Prunus virginiana ‘Shubert’</td>
<td>Shubert or Canada Red Chokecherry</td>
</tr>
</tbody>
</table>
### EVERGREEN SHRUBS:

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Picea pungens</td>
<td>Dwarf Globe Spruce</td>
</tr>
<tr>
<td>‘Glaucia Globosa’</td>
<td></td>
</tr>
<tr>
<td>Pinus mugo</td>
<td>Mugo varieties</td>
</tr>
<tr>
<td>(Varieties: Big Tuna, Miniature, Dwarf, Slowmound, White Bud)</td>
<td></td>
</tr>
<tr>
<td>Buxus</td>
<td>Boxwood</td>
</tr>
<tr>
<td>(Use in protected north and east facing locations. Varieties: Green Velvet, Winter Gem and Julia Jane)</td>
<td></td>
</tr>
</tbody>
</table>

### DECIDUOUS SHRUBS:

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acer glabrum</td>
<td>Rocky Mountain Maple</td>
</tr>
<tr>
<td>Berberis thunbergii var.</td>
<td>Barberry</td>
</tr>
<tr>
<td>Buddleja davidii var.</td>
<td>Compact Butterfly Bush</td>
</tr>
<tr>
<td>Cornus sericea</td>
<td>Dogwood varieties</td>
</tr>
<tr>
<td>(Varieties: Arctic Fire, Bailey, Cardinal, (Use in protected locations)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rock Cotoneaster</td>
</tr>
<tr>
<td>Cotoneaster lucidus</td>
<td>Peking / Hedge Cotoneaster</td>
</tr>
<tr>
<td>Forsythia</td>
<td>Forsythia varieties</td>
</tr>
<tr>
<td>(Varieties: Arnold Dwarf, Northern Sun, Show Off, Sunrise’)</td>
<td></td>
</tr>
<tr>
<td>Lonicera</td>
<td>Honeysuckle varieties</td>
</tr>
<tr>
<td>Perovskia atriplicifolia</td>
<td>Russian Sage</td>
</tr>
<tr>
<td>Prunus besseyi</td>
<td>Western Sand Cherry</td>
</tr>
<tr>
<td>Prunus x cistena</td>
<td>Purple Leaf Plum</td>
</tr>
<tr>
<td>Prunus tomentosa</td>
<td>Nanking Cherry</td>
</tr>
<tr>
<td>Prunus virginiana</td>
<td>Chokecherry</td>
</tr>
<tr>
<td>Rosa foetida ‘Bicolor’</td>
<td>Austrian Copper Rose</td>
</tr>
<tr>
<td>Rosa Hugonis</td>
<td>Father Hugo Shrub Rose</td>
</tr>
<tr>
<td>Rosa Morden var.</td>
<td>Morden Varieties Shrub Rose</td>
</tr>
<tr>
<td>Botanical Name</td>
<td>Common Name</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>Salix purpurea nana</td>
<td>Dwarf Arctic Willow</td>
</tr>
<tr>
<td>Spirea</td>
<td>Spirea</td>
</tr>
<tr>
<td>Syringa vulgaris</td>
<td>Lilac varieties</td>
</tr>
<tr>
<td>Viburnum x burkwoodii</td>
<td>Burkwood Viburnum</td>
</tr>
<tr>
<td>Viburnum carlesii</td>
<td>Koreanspice Viburnum</td>
</tr>
<tr>
<td>Viburnum dentatum</td>
<td>Arrowwood Viburnum</td>
</tr>
<tr>
<td>Viburnum lantana</td>
<td>Mohican Wayfaring Tree</td>
</tr>
<tr>
<td>Viburnum opulus ‘Roseum’</td>
<td>Snowball Viburnum</td>
</tr>
<tr>
<td>Viburnum trilobum ‘Bailey Compact’</td>
<td>Compact American  Cranberrybush</td>
</tr>
<tr>
<td>Viburnum trilobum ‘Wentworth’</td>
<td>Wentworth Highbush Viburnum</td>
</tr>
</tbody>
</table>
May 5, 2017

Janet Buck
Town of Carbondale
511 Colorado Ave.
Carbondale, CO 81623

Re: Calculation of Water right Dedication Fees for Phase 2A of Thompson Park Subdivision in Carbondale, Colorado

Dear Janet:

On behalf of Cerise Park, LLC in conjunction with the Thompson Park Phase 2A application to the Town of Carbondale, Gamba & Associates, Inc. have prepared the attached calculations for the water right dedication fees. These fees have been calculated in accordance with Article 10 – Water Rights Dedication of the Town of Carbondale Municipal Code. Based on Article 10 we have calculated the Total EQRs for Phase 2A of this subdivision to be 2.85 EQR. In accordance with the ordinance, 0.75 acre-feet of historic consumptive use has been determined to be legally sufficient to serve one EQR. On this basis, we have calculated the total acre-feet of required historic consumptive use to be 2.1375 AF (2.85 EQR X 0.75 AF/EQR = 2.1375 AF).

According to the Thompson Park Annexation and Development Agreement, Thompson Park has a water right dedication credit of 4.66 AF for the development of Parcel 2 which exceeds the total acre-feet of historic consumptive use for the development of Phase 2A. On this basis, following the development of Phase 2A, the remainder of Parcel 2 will carry a water right dedication credit forward in an amount equal to 2.5225 AF (4.66 AF – 2.1375 AF = 2.5225 AF). Based on this, there is no additional water right dedication fee due by the developer for the development of Phase 2A. Attached herewith are the complete calculations for Phase 2 of the Thompson Park subdivision.

Please contact us if you have any questions or need additional information.

Sincerely,

Gamba & Associates, Inc.

Michael Gamba, P.E. & P.L.S. 28036
### WATER RIGHTS DEDICATION CALCULATIONS

#### 5/5/2017

**SECTION 13-10-50: TABLE OF EQRs**

<table>
<thead>
<tr>
<th>LOT</th>
<th>UNIT</th>
<th>FLOOR AREA</th>
<th>GARAGE FLOOR AREA</th>
<th>TOTAL FLOOR AREA EXCL. GARAGES</th>
<th>NO. OF BEDROOMS</th>
<th>PERVIOUS AREA</th>
<th>EQR 3</th>
<th>EQR 5.a</th>
<th>EQR 5.b</th>
<th>EQR 5.c</th>
<th>EQR 5.d</th>
<th>EQR 6.a (Credit)</th>
<th>EQR 6.a (Credit - Truncated)</th>
<th>TOTAL EQR BEFORE CREDIT</th>
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<tbody>
<tr>
<td>3 A-3</td>
<td>736</td>
<td>0</td>
<td>736</td>
<td>1</td>
<td>2315</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<td>-0.463</td>
<td>-0.46</td>
<td>0.8</td>
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</tr>
<tr>
<td>4 B-1</td>
<td>3324</td>
<td>478</td>
<td>2846</td>
<td>3</td>
<td>2296</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>-0.4592</td>
<td>-0.44</td>
<td>1</td>
</tr>
<tr>
<td>5 B-2</td>
<td>3324</td>
<td>478</td>
<td>2846</td>
<td>3</td>
<td>1454</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
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<td>-0.2908</td>
<td>-0.28</td>
<td>1</td>
</tr>
<tr>
<td>6 B-3</td>
<td>3298</td>
<td>474</td>
<td>2824</td>
<td>3</td>
<td>2369</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>-0.4738</td>
<td>-0.46</td>
<td>1</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>2650</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>-1.6868</td>
<td>-1.64</td>
<td>3.8</td>
</tr>
</tbody>
</table>

EQR 6.a (Max 25% Credit) 0.95
TOTAL EQR AFTER MAX CREDIT 2.85
AF/EQR 0.75
TOTAL AF 2.1375
PARCEL 2 CREDIT PER ANNEXATION AND DEVELOPMENT AGREEMENT: 4.66
TOTAL REMAINING AF REQUIRED FOR DEDICATION OR CASH IN LIEU: -2.5225
COST PER AF: $3,000.00
TOTAL WATER RIGHT DEDICATION FEE: $7,567.50
Board of Trustees Agenda Memorandum

Item No: 9
Attachment: I
Meeting Date: 7/11/17

TITLE: Emergency Ordinance No. 13, Series of 2017 - Approving Changes of Construction and Trash Hauling Hours and Giving the Town Manager the Ability to Make Modifications as Necessary to Respond to Glenwood Springs Bridge Construction Impacts

SUBMITTING DEPARTMENT: Town Manager

ATTACHMENTS: Emergency Ordinance #13
Summary of Contractor Comments on Work Hours
Detour Information from CDOT

BACKGROUND:
The Town Board has discussed the potential impacts from the Grand Avenue Bridge closure in Glenwood Springs on two occasions. The Bridge will be closed approximately 95 days commencing 8/14/17. At the June 27th BOT meeting, the Board had a discussion on temporarily amending the Town's Municipal Code concerning construction and trash hauling hours. The Board also discussed changing the hours of Town Hall to 7 AM to 6 PM Monday through Thursday during the bridge closure. The Board was supportive of the amended Town Hall operating hours.

DISCUSSION:
Ordinance No. 13 modifies our construction hours to 7 AM to 7 PM or sunset, whichever is later Monday through Saturday. Construction activities on Sunday would still be prohibited. A summary of comments from contractors in Town is attached. Some contractors desired to be able to work on Sunday but based on Board input on 6/27, this was not included in the ordinance. Trash hauling would be permitted to commence at 6 AM instead of 7 AM Monday through Friday.

The Ordinance also provides that the Town Manager can grant some temporary administrative waivers of other Municipal Code requirements as necessary to deal with the impacts from the bridge closure. The Town Manager would be required to report any waivers to the Board at the next regularly scheduled meeting.
RECOMMENDATION:
Town Staff recommends that the Board of Trustees approve Ordinance No. 13, Series of 2017-
An Emergency Ordinance of the Board of Trustees of the Town of Carbondale, Colorado,
Imposing Temporary Changes to Construction and Trash Hauling Regulations during the Grand
Ave Bridge Closure.

Prepared By:  Jay Harrington

JH
Jay Harrington
Town Manager
ORDINANCE NO. 13
SERIES OF 2017

AN EMERGENCY ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO, IMPOSING TEMPORARY
CHANGES TO CONSTRUCTION AND TRASH HAULING REGULATIONS
DURING THE GRAND AVENUE BRIDGE PROJECT

WHEREAS, the Grand Avenue Bridge on State Highway 82, which is the main
vehicular ingress and egress point to the Roaring Fork Valley, will be closed for
replacement from approximately 95 days commencing on August 14, 2017; and

WHEREAS, during that time period, it is anticipated that traffic congestion in
Carbondale will increase significantly due to additional highway traffic on State Highway
133, an alternate means of ingress and egress to the Roaring Fork Valley; and

WHEREAS, the Board of Trustees finds and determines that it would be in the
interest of public, health, safety and welfare, to allow expanded hours for construction
and trash hauling so as to attempt to reduce truck traffic trips and the need for employee
transit during this time period; and

WHEREAS, pursuant to Section 3-7 of the Carbondale Home Rule Charter, the
Board of Trustees is authorized to adopt and enforce such emergency ordinances as may
be required to protect the public health, safety, and welfare; and

WHEREAS, Section 3-7 of the Carbondale Home Rule Charter further authorizes
the Board to immediately implement an emergency ordinance by a vote of a quorum plus
one so long as (1) the ordinance states that it is an emergency ordinance and (2) it
describes the nature of the emergency.

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

1. **Section 1:** Commencing on August 14, 2017, and continuing until completion of
the Grand Avenue Bridge replacement project, Sub-Section 10-9-10(a)(9) of the
Municipal Code shall be deemed amended to authorize construction activities between
the hours of 7:00 a.m. and 7:00 p.m., or sunset, whichever is later, on Monday through
Saturday. Upon completion of the Grand Avenue Bridge project, the version of Sub-
Section 10-9-10(a)(9) that is presently codified as part of the Municipal Code shall
resume full force and effect.

2. **Section 2:** Commencing on August 14, 2017, and continuing until completion
of the Grand Avenue Bridge replacement project, Sub-Section 7-3-30(d)(1) of the
Municipal Code shall be deemed amended to authorize trash hauling to commence at
6:00 a.m. instead of 7:00 a.m., Monday through Friday. Upon completion of the Grand
Avenue Bridge project, the version of Sub-Section 7-3-30 (d)(1) that is presently codified as part of the Municipal Code shall resume full force and effect.

3. **Section 3:** Commencing on August 14, 2017, and continuing until completion of the Grand Avenue Bridge replacement project, the Board of Trustees further authorizes the Town Manager to grant temporary administrative waivers of other Municipal Code requirements directly related to mitigation of other impacts of the Grand Avenue Bridge project, provided that any such waivers would be writing, for good cause shown, and reported to the Board of Trustees at their next regular meeting, which shall have authority to reverse any such temporary approval by the Town Manager.

4. **Section 4:** Because the Board of Trustees finds that it is necessary to adopt this ordinance as an emergency ordinance to protect the general health, safety and welfare of the citizens of the Town, this ordinance shall become effective immediately upon passage.

INTRODUCED, READ AND PASSED by a vote of ____ to ____ this ____ day of ______________, 2017.

THE TOWN OF CARBONDALE

______________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
Memorandum

To: Jay Harrington, Town Manager
From: John Plano, Building Official
Date: 7/22/2016
Re: Contractor Poll During Bridge Closure

The Town sent out an e-mail poll to contractors that have active permits. Below are the questions and summarized answers.

The current construction hours are Monday-Friday from 7am to 7pm, Saturdays from 9am to 5pm and no construction noise on Sundays. These hours are covered in the Municipal Code Chapter 10 Article 9.

The questions are:

- Shall the hours be changed to allow longer workdays. Say, 7am to 9pm Monday thru Saturday?

- Shall the Town allow construction noise on Sundays? 8am to 9pm or 8am to 5pm?

There is a majority vote to extend hours work hours between Monday and Friday.

Only 2 voted to extend Saturday hours.

Approximately 2:1 to allow work on Sundays.

One wanted RV Camping in the Town parking lots.
Detour Coming: August 14, 2017

Grand Avenue Bridge

CONTRACTOR: GRANITE-WADSWORTH
Detour History and Challenges

- **History**
  - Detour chosen by Community as part of extensive Environmental Assessment Process
  - “High Pain - Low Duration”

- **Challenges**
  - No Non-Emergency, Peer Project to Reference
  - Commuter, Low-Delay “Mountain Time” Conditioned Population
Detour Information

- **Date & Duration**
  - Detour set to begin Monday, August 14th, 2017.
  - Duration of 95 Calendar Days
  - New SH82 Bridge is anticipated to open approximately Late November
  - 2 Lanes only initially - 4 Lanes to open approximately 30 days after opening

- **Transit/EMS Priority Lanes**
  - Wulfsohn Road
  - SH82 Northbound: 27th Street to 9th Street
  - Vanpool is by permit only
Detour Route

- **Eastbound**
  - Exit 114 to SB Midland Avenue to EB 8th Street to SB Colorado Avenue to EB 9th Street to EB SH82

- **Westbound**
  - WB/NB SH82 to WB 8th Street to WB Midland Avenue to Exit 114

- **Exit 116 will Remain Open During Construction**
SH82/Midland Avenue Daily Traffic Demand

100% DETOUR CAPACITY: 1,400-1,500 VEHICLES/HOUR

80% DETOUR CAPACITY

Mid 1A 2A 3A 4A 5A 6A 7A 8A 9A 10A 11A Noon 1P 2P 3P 4P 5P 6P 7P 8P 9P 10P 11P

Southbound  Northbound
SH82/Midland Avenue Daily Traffic Demand

Approximate current SH82/Midland Ave. NB/SB capacity

100% Detour capacity: 1,400-1,300 vehicles/hour

80% Detour capacity

Southbound
Northbound
Delay Estimate - Major Takeaways

- **Detour Route will be BUSY during daytime hours**
  - Traffic demand will be at 80%+ of capacity from approximately 6AM-7PM.
  - No mid-day traffic break will occur (as we see currently)

- **Detour Route will be over capacity during peak hours if the public does not voluntarily change their habits**
  - Traffic demand will be 35% (700 Vehicles/Hour) over capacity during peak hours

- **Worst Case (No Reduction Achieved): 1 Hour Delays (In Peak Directions)**

- **Best Case (35% Reduction Achieved): 15 Minute Delays**
PLAN AHEAD - TEAM UP - DRIVE LESS

Changing Habits =
Less Personal Cars on the Road =
LOWER DELAYS
Traffic Demand Management

- What is it?
  - Technical Answer: Application of strategies and policies to reduce travel demand, or to redistribute this demand in space or in time.
  - Non-Technical: Encouraging commuters to change **WHEN** they are commuting and **HOW** they are commuting to avoid peak commuting times
Traffic Demand Management – Approach

- **Calculate Need**
  - Employee Base x 35% = GAB Needed Traffic Demand Reduction

- **Implement Structural/“WHEN” Changes**
  - Strategize best times to avoid peak times.
  - Examples: Flex Scheduling (4-10s), Adjusted Hours, Shift Change Moves, etc.

- **Encourage Habitual/“HOW” Changes**
  - Strategize ways for commuters to change current driving habits.
  - Examples: Telecommuting, Bike to Work, Car Pool, Transit/RFTA/Ride Glenwood
How do I find information?

CALL OR TEXT: 970-618-9897

EMAIL: info@grandavenuebridge.com

WEB: grandavenuebridge.codot.gov

FACEBOOK: facebook.com/grandavenuebridge project

GET IN THE KNOW
Call or Text Hotline:
970-618-9897

Sign up for GAB Week Look Ahead e-newsletter

Working Together
Town of Carbondale Revolving Loan Fund
2nd Quarter Report 2017

The balance of funds was $135,022.03, on June 30, 2017, and two seven ink payments were up-to-date.

Loans Outstanding:

<table>
<thead>
<tr>
<th>Original Note</th>
<th>Business</th>
<th>Amount</th>
<th>Rate</th>
<th>Term</th>
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<tbody>
<tr>
<td>November 1, 2016</td>
<td>two seven ink</td>
<td>$25,000</td>
<td>3%</td>
<td>3 years</td>
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<tr>
<td>Current Loans</td>
<td></td>
<td>$25,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Previous Activity:
Digital Directions: original note dated August 26, 2009; $25,000/3%/3 years – paid in full
Novel Tea Bookstore: original note dated August 26, 2009; $3,000/3%/3 years [+ 2 years] – paid in full
Eco Goddess: original note dated October 15, 2009; $20,000/3%/3 years -- paid in full
Aloha Mountain Cyclery: original note dated February 24, 2010; $10,000/3%/3 years – paid in full
BioOrganix: original note dated March 15, 2011; $10,000/3%/3 years – paid in full
Aloha Mountain Cyclery: original note dated January 10, 2011; $15,000/3%/3 years – paid in full
All Valley Resources: original note dated March 15, 2011; $20,000/3%/3 years – paid in full
Carianne Wilder LLC dba Kula: original note dated May 25, 2012; $15,000/3%/3 years – paid in full
Allegrisa Pasta: original note dated May 25, 2012; $25,000/3%/3 years – paid in full
David Rasmussen Design: original note dated July 27, 2012; $14,700/3%/3 years – paid in full
Shredly LLC/Ashley Rankin: original note dated February 28, 2013; $25,000/3%/3 years – paid in full
Aloha Mountain Cyclery: original note dated December 6, 2013; $25,000/4.25%/3 years-paid in full
Silo Culinary Productions LLC: original note dated September 24, 2014; $25,000/3%/3 years – paid in full
FootSteps Marketing: original note dated January 16, 2014; $20,000/3%/3 years-paid in full
Syge-Jackson Hewitt: original note dated February 1, 2016; $12,000/3%/1 year-paid in full

On behalf of the Loan Review Committee:
Chip Bishop, Bishop and Mohl CPA LLC
Charlie Chacos, The Village Smithy/Bonfire
David Eisenson, Town Restaurant
Renee Gustine, Town of Carbondale
Rolf Hermanson, ANB Bank
Matt Owings, Equus Private Wealth Management
Charlene Revoir, Vectra Bank
Lani Kitching, Carbondale Economic Development Partnership (CEDP)
Vicki Peterson, Ace Hardware

Sincerely,
(Ms.) Randi Lowenthal, Lowenthal Consulting
(C) 970.989.8987; rlowenthal@randilowenthal.com

Revised: July 5, 2017