CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 9, 2018
CARBONDALE TOWN HALL
511 COLORADO AVENUE
6:00 P.M.

STUDENT OF THE MONTH
AWARD

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<th>TIME*</th>
<th>ITEM</th>
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<tr>
<td>6:10</td>
<td>1. Roll Call</td>
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<td>6:10</td>
<td>2. Consent Agenda</td>
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<td>a. Accounts Payable</td>
<td>ATTACHMENT A</td>
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<td>b. BOT 12/19/17 Work Session Minutes</td>
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<td>c. BOT 12/26/17 Regular Meeting Minutes</td>
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<td>d. Resolution No. 1, Series of 2018 –</td>
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<td>e. Resolution No. 2, Series of 2018 –</td>
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<td>f. Resolution No. 3, Series of 2018 –</td>
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<td>Amending Pool Rates in Appendix A –</td>
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<td>4. Trustee Comments</td>
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<td>5. Attorney’s Comments</td>
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<td>6. Special Event Liquor License – Two Rivers</td>
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<td>7. DRAFT Ordinance - Creating an</td>
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<td>Approving the Extension of the Current Mill Levy</td>
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<td>9. Waste Hauling Discussion</td>
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<td>10. Intergovernmental Agreement between Garfield County and the Town</td>
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Board of Trustees Agenda Memorandum

Item No: Attachment A
Meeting Date: 1.9.2018

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 01.09.2018

DISCUSSION: The accounts payable includes the 2018 payment to CIRSA for the Town insurance for $187,023.05. The Community Requests from the General Fund are included. The payment to the Historical Society is being held at this time. The payment of $15,500.00 to Ruedi Water and Power is $5,500 for annual dues and $10,000 for the ANS Program contribution.

The payroll for 12.15.17 was $161,452.29. Tax liability for the town was $9,528.94. Pension and Retirement liability was $10,331.17.

The payroll for 12.29.17 was 149,816.070. Tax liability for the town was $8,737.07. Pension and Retirement liability was $10,223.18.

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

Renae
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# TOWN OF CARBONDALE

Payment Approval Report - by GL No
Report dates: 12/12/2017-12/19/2017

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| 41:433-3410 UTILITIES | 1860 RFWTP | 409994808 | 10382 | 12/15/2017 | 30.51 |
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| 41:433-3410 UTILITIES | 2362 UTILITIES 1/2 | 409994808 | 10382 | 12/15/2017 | 30.51 |
| 41:433-3410 UTILITIES | NC WTP | 409994808 | 10382 | 12/15/2017 | 56.52 |
| 41:433-3410 UTILITIES | DIRECTOR COMPUTER | 409994808 | 10382 | 12/15/2017 | 37.48 |
| 41:433-3410 UTILITIES | 4123 SCADA | 409994808 | 10382 | 12/15/2017 | 37.48 |
| 41:433-3410 UTILITIES | 4114 SCADA | 409994808 | 10382 | 12/15/2017 | 37.45 |

**Total WATER DEPT:**

| 41:433-7200 PLANT CONSTRUCTION | GENERAL ENGINEERING-NET | 93145.001-5 | 93265 | 11/28/2017 | 787.25 |
| 41:433-7200 PLANT CONSTRUCTION | CRYSTAL WELL CONSTRUCTION | 93145.001-1 | 93266 | 11/17/2017 | 421.75 |

**Total CAPITAL CONSTR/OUTLAY DEPT:**

| 71:4632-310 UTILITIES | 101 HWY 133 1A TRAILER | 12/28/17 | 10385 | 12/15/2017 | 54.93 |

**Total EXPENDITURES:**

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Payment Approval Report - by GL No
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## TOWN OF CARBONDALE

### Payment Approval Report - by GL No

**Report dates: 1/19/2018-1/19/2018**

**Page: 4**

**Jan 04, 2018 11:57AM**

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# Payment Approval Report - by GL No

**TOWN OF CARBONDALE**

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**Jan 04, 2018 11:57AM**

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MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
DECEMBER 19, 2017

CALL TO ORDER:

Mayor Richardson called the Board of Trustees Work Session to order on December 19, 2017 at 6:00 p.m. in the Town Hall meeting room.

The following Carbondale Board of Trustees members were present:

Mayor
Dan Richardson

Trustees
Heather Henry
Frosty Merriott
Ben Bohmfalk
Erica Sparhawk

Absent:
Luis Yllanes
Marty Silverstein

Staff Present:
Town Manager
Jay Harrington
Town Clerk
Cathy Derby
Public Works Director
Kevin Schorzman

ROARING FORK REGIONAL HOUSING AUTHORITY (RFRHA)

Bill Lamont and David Myler were present for the discussion.

Bill informed the Board that the Garfield County Commissioners have agreed to contribute $15,000 to RFRHA. To date $115,000 has been pledged. Dave Myler stated Basalt has contributed $10,000 and he has asked them to contribute an additional $10,000 which would be equal to Carbondale and Glenwood Springs' contributions. Jay explained that Basalt did a housing needs assessment in 2015 and they used the same consultant. Their contribution was a gesture of community cooperation.

Bill stated that the needs assessment will include all jurisdictions from Aspen to Parachute. The needs assessment will also include senior demographics.

Bill explained that they are going to create the following three task forces: planning, affordable housing and developers. Bill and Dave will set up the meetings. Trustee Sparhawk suggested that RFTA planners should be invited to the planning meetings. Trustee Sparhawk said Rifle is working with a developer from the front range. He is very knowledgeable on affordable housing and they may want to invite him to the affordable housing meetings.
Bill noted that Carbondale has not formally agreed to contribute $20,000. Trustee Bohmfalk replied that it is in the 2018 budget.

The Board inquired about the idea of a multi-jurisdictional housing authority, Dave stated that they are approaching it in small pieces. People agree to the idea in concept. They will need to start a collaboration. Trustee Henry stated that political will, will be the barrier. They may consider asking the private sector to join at a later date.

Trustee Henry informed the Board that the Tax Reform Bill passed the House. The bill eliminates Private Activity Bonds, the main source of funding for public/private affordable housing projects. Also, the 4% tax credit, which is related to the 60% AMI affordable housing category, would be cut. Trustee Henry stated she would like to write a letter to our Senators. The Board agreed that she could write the letter but they think it’s too late.

WEED MANAGEMENT

Gwen Garceleon, a member of the Weed Task Force, was present at the meeting.

Staff’s memo explained that the 1990 Colorado Noxious Weed Act requires each municipality to adopt a Noxious Weed Management Plan. In 2010, a draft Carbondale Noxious Weed Management Plan was presented to the Board but was never adopted. In 2015, the Board appointed a Weed Task Force and they developed a new noxious weed plan. The plan was amended but has not been presented to the Environmental Board or the Parks and Recreation Commission.

Gwen stated that the plan meets State requirements for noxious weeds. It also created protocols and procedures for staff to follow.

Discussion ensued and the Board agreed that the plan should be presented to the Parks and Recreation Commission for approval. It was also agreed that the Board of Trustees should remain as the Weed Advisory Board.

ECONOMIC DEVELOPMENT

Mayor Richardson asked the Board what role should the Town play in economic development?

Jay noted that previously the Board donated $20,000 to a group of citizens who created an economic development task force. After two years the Board felt that the task force was unsuccessful so they focused on giving the Chamber $20,000 for economic development.

The following comments were made:

- Trustee Bohmfalk feels that there is room for improvement on Main Street.
Trustee Meeting Minutes  
December 19, 2017  

- Trustee Henry stated that she would like to know the history of the Road Map Group. She asked if the costs associated with the Green Building Code makes it hard for new businesses to open. Jay responded that Kroger/City Market gave very little pushback on the Green Building Code requirements and associated costs. We usually see pushback from smaller projects and remodels. In approximately six months the Board will be reviewing the revised Building and Green Building Codes.

- Trustee Merriott stated that tourism and healthcare are driving our economy. He asked what is going to be the next big economic driver.

- The Revolving Loan Fund has helped several people open small businesses.

Mayor Richardson opened the meeting to public comment.

Amy Kimberly stated that it is time to find out what people on Main Street want. She suggested the Town do a survey. Then we can map assets, find out what we have, be pro-active, and find comprehensive ideas.

Alti of Glen-X stated Carbondale has many unique qualities. He asked how can businesses evolve. We need to envision for the future.

Carey Shanks stated that the Town needs to manage economic drivers and identify resources going forward. He wants to see Carbondale grow in a balanced fashion.

Mayor Richardson stated that the Town’s role isn’t to lead, it’s to assist. Carey responded that the Town should be openly supportive of businesses. Carey stated that he has been told by many people driving down Highway 133 that they didn’t know Main Street existed.

Colin Laird suggested that it may be time to form a new economic road map group. The Town acted as the facilitator for the last one. He said that the Third Street Center came out of the process.

Justin stated that the community is very inter-connected. The biggest struggle people face is they can’t afford to live here so they have to move. People need infrastructure: affordable office space, housing, etc.

Amy Kimberly stated that the Creative District has invested approximately $100,000 in Carbondale, of which the Town contributed $10,000. The Town has a lot of assets but we don’t have leadership in collecting information on what we have (inventory).

Mayor Richardson asked what are the next steps?

Trustee Henry stated that she is intrigued with the idea of forming a new economic road map group.

Trustee Bohmfalk stated that he is open to conducting a survey, he likes the idea of creating an inventory. Whatever we do, we need to engage the immigrant community.

Trustee Sparhawk likes the idea of having a charrette style meeting.
Trustee Merriott stated we are poised to be successful. Significant investments have been made in the Town over the last five years.

Mayor Richardson asked representatives of the Chamber, Creative District and Third Street Center Boards to ask their Boards if they think we need a new road map group.

**ADJOURNMENT**

The December 19, 2017 work session adjourned at 9:15 p.m. The next regular scheduled meeting will be held on December 26, 2017 at 6:00 p.m.

APPROVED AND ACCEPTED

__________________________________
Dan Richardson, Mayor

ATTEST:

__________________________________
Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
DECEMBER 26, 2017

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on December 26, 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
Ben Bohmfalk
Heather Henry
Luis Yllanes

Arrived After Roll Call: Erica Sparhawk

Absent: Frosty Merriott

Staff Present:
Town Manager Jay Harrington
Town Clerk Cathy Derby
Finance Director Renae Gustine

CONSENT AGENDA

- Accounts Payable totaling $127,253.74
- BOT 12/12/2017 Regular Meeting Minutes
- Resolution No. 18, Series of 2017 – Ratifying the Settlement Agreement in Bailey Family Investment Company vs. Sustainable Settings
- Ratification of Amendments to Microgrid Contract
- Carbondale Arts Renewal Art Gallery Permit
- Environmental Board – Request to Purchase Traffic Counters

Trustee Bohmfalk asked what has changed on the Microgrid Contract. Jay replied that originally the solar was going to be tied to 30 meters but after further review it will be tied to 18 meters. Initially the Town was going to be purchasing 240 kw, but after review we are buying 200 kw. The Town is purchasing 110% of the energy we consume from the meters.
Trustee Bohmfalk asked why does the Environmental Board want to purchase traffic counters? Patrick Hunter, member of the E Board, explained that the Environmental Board wants to obtain traffic data as part of the Climate Action Plan’s quest to reduce CO2 omissions. The counters will reside in public works and cost $2,500.

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

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

**ADJOURNMENT**

The December 26, 2017, regular meeting adjourned at 6:10 p.m. The next regularly scheduled meeting will be held on January 9, 2018, at 6:00 p.m.

APPROVED AND ACCEPTED

Frosty Merriott, Mayor Pro Tem

**ATTEST:**

Cathy Derby, Town Clerk
RESOLUTION NO. 1
SERIES OF 2018

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO ESTABLISHING THE PUBLIC PLACE FOR POSTING NOTICE OF MEETINGS FOR PURPOSE OF COMPLYING WITH THE PROVISIONS OF CRS 24-6-402 (2) (c)

WHEREAS:

CRS 24-6-402 (2) (c) requires that the Board of Trustees designate a public place for posting notice of meetings of any local public body as defined in the Statutes.

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

The posting place for notice of meetings shall be Carbondale Town Hall located at 511 Colorado Avenue, Carbondale, Colorado.

INTRODUCED, READ, AND PASSED THIS 9TH DAY OF JANUARY, 2018.

TOWN OF CARBONDALE

By: ____________________________
   Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
RESOLUTION NO. 2
SERIES OF 2018

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO AUTHORIZING THE TOWN CLERK TO APPOINT JUDGES OF ELECTION FOR THE REGULAR MUNICIPAL ELECTION TO BE HELD ON TUESDAY APRIL 3, 2018

WHEREAS, C.R.S. 31-10-401 provides that municipal election judges must be appointed at least fifteen (15 days) prior to the day of the election; and

WHEREAS, The Town of Carbondale has a regular municipal election scheduled for April 3, 2018; and

WHEREAS, C.R.S. 31-10-401 further provides that the governing body may, by resolution, delegate the town clerk the authority and responsibility to appoint the judges of election;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO THAT: the town clerk is hereby authorized to appoint the judges of election for the regular municipal election to be held on Tuesday, April 3, 2018.

READ AND APPROVED THIS 9th DAY OF JANUARY 2018.

______________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 1/9/18

TITLE: Resolution No. 3, Series of 2018 – Amending Pool Rates in Appendix A - Carbondale Municipal Code Fee Schedule

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Resolution No. 3, Series of 2018; Appendix A of the Carbondale Municipal Code

BACKGROUND: On December 12, 2017, the Board approved the 2018 proposed fee increase amendments in Appendix A of the Municipal Code. It has since been discovered that five (5) of the pool rates were incorrect. As such, Appendix A needs to be amended to reflect the correct fees.

FINANCIAL: If approved, the Town will experience an increase in revenue in 2018.

DESIRED OUTCOME: Staff recommends the Board of Trustees make a motion to approve Resolution No. 3, Series of 201, Amending Municipal Code Appendix A fees.

Prepared By: Cathy Derby

Town Manager
RESOLUTION NO. 3
SERIES OF 2018

A RESOLUTION UPDATING THE FEE SCHEDULE SET FORTH IN “APPENDIX A”
OF THE CARBONDALE MUNICIPAL CODE

WHEREAS, Appendix A of the Carbondale Municipal Code sets forth a list of fees and
charges for various Town services; and

WHEREAS, the current version of Appendix A was adopted pursuant to Resolution No. 2,
Series of 2016, and later amended by Resolution No. 10, Series of 2016, and Resolution No. 6,
Series of 2017; and

WHEREAS, on December 12, 2017, the Board of Trustees approved and adopted
Resolution No. 17, Series of 2017, for purposes of updating the Town’s 2018 fee schedule, but it
has since been determined that minor errors were included in the version of Appendix A that was
attached to that Resolution; as such, the Board of Trustees now desires to replace that version of
Appendix A with the corrected version that is attached to this Resolution No. 3, Series of 2018.

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

Appendix A of the Carbondale Municipal Code is hereby revised and superseded by the
amended Appendix A attached to this Resolution, to be effective January 10, 2018. The Town
Clerk is directed to update the Carbondale Municipal Code accordingly.

INTRODUCED, READ AND PASSED this 9th day of January, 2018.

TOWN OF CARBONDALE

______________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
APPENDIX A - FEE SCHEDULE
This Appendix contains the Fee Schedule for the Town of Carbondale. The Fee Schedule may be amended by resolution of the Board of Trustees. In the event of a conflict between the fees, costs, deposits, occupation taxes and other charges listed in this Appendix A and the text of any individual section of the Code, the fees, costs and deposits of this Appendix shall control.

<table>
<thead>
<tr>
<th><strong>Municipal Code-Based Fees, Costs and Deposits</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Code Section</strong></td>
</tr>
<tr>
<td><strong>Chapter 2</strong></td>
</tr>
<tr>
<td>2-4-120</td>
</tr>
<tr>
<td>2-5-80</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Chapter 4</strong></td>
</tr>
<tr>
<td>4-3-310</td>
</tr>
<tr>
<td>4-3-320</td>
</tr>
<tr>
<td><strong>Chapter 6</strong></td>
</tr>
<tr>
<td>6-1-40</td>
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<tr>
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<tr>
<td></td>
</tr>
<tr>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>Beer and Wine</td>
</tr>
<tr>
<td>(3.2%) Beer</td>
</tr>
<tr>
<td>Brewery</td>
</tr>
<tr>
<td>Club</td>
</tr>
<tr>
<td>Hotel and Restaurant</td>
</tr>
<tr>
<td>Retail</td>
</tr>
<tr>
<td>Arts or special events liquor license</td>
</tr>
<tr>
<td>Optional premises liquor license</td>
</tr>
<tr>
<td>6-1-70 Temporary permit pending transfer</td>
</tr>
<tr>
<td>6-1-210 Optional premises license application</td>
</tr>
<tr>
<td>6-1-340 Alcoholic beverage tastings license application</td>
</tr>
<tr>
<td>6-2-110 Adult entertainment establishment license</td>
</tr>
<tr>
<td>Annual fee</td>
</tr>
<tr>
<td>Transfer of location or ownership</td>
</tr>
<tr>
<td>Renewal</td>
</tr>
<tr>
<td>6-2-190 Sexually oriented business license transfer</td>
</tr>
<tr>
<td>6-2-230 Sexually oriented business employee license</td>
</tr>
<tr>
<td>Renewal</td>
</tr>
<tr>
<td>Contractors' license fees</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>General contractor (unlimited)</td>
</tr>
<tr>
<td>General contractor (commercial)</td>
</tr>
<tr>
<td>General contractor (light commercial)</td>
</tr>
<tr>
<td>General contractor (homebuilder)</td>
</tr>
<tr>
<td>Specialty</td>
</tr>
<tr>
<td>Contractor testing</td>
</tr>
</tbody>
</table>

Medical marijuana center, medical marijuana-infused product manufacturing facility, optional premises cultivation facility. Application fee is non-refundable.

| New license application                           | $1,000.00 |
| Criminal background check, fingerprinting        | Actual costs |
| New owner application for transfer                | $1,000.00 |
| Transfer of ownership, reallocation among current owners | $250.00 |
| Transfer of location                              | $750.00  |
| Modification or alteration of premises           | $150.00  |
| Modification of Application                      | $100.00  |
| Annual license renewal                            | $500.00  |
| Late Renewal Fee                                  | $1,000.00 |

6-4-160
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Educational Licensing Fee</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Retail marijuana store, retail marijuana cultivation facility, retail marijuana product manufacturing facility, retail marijuana testing facility. Application fee is non-refundable</td>
<td></td>
</tr>
<tr>
<td>Annual fee</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Criminal background check, fingerprinting</td>
<td>Actual costs</td>
</tr>
<tr>
<td>New owner application for transfer</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Transfer of ownership, reallocation among current owners</td>
<td>$250.00</td>
</tr>
<tr>
<td>Transfer of location</td>
<td>$750.00</td>
</tr>
<tr>
<td>Modification or alteration of premises</td>
<td>$150.00</td>
</tr>
<tr>
<td>Modification of license</td>
<td>$100.00</td>
</tr>
<tr>
<td>Annual license renewal</td>
<td>$500.00</td>
</tr>
<tr>
<td>Late Renewal fee</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Mobile vendor permit</td>
<td>$25.00</td>
</tr>
<tr>
<td><strong>Chapter 7</strong></td>
<td></td>
</tr>
<tr>
<td>Trash hauler permit</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>Dog license</strong></td>
<td></td>
</tr>
<tr>
<td>Non-neutered, nonspayed dog (3 year license)</td>
<td>$60.00</td>
</tr>
<tr>
<td>Neutered, spayed dog (3 year</td>
<td>$30.00</td>
</tr>
<tr>
<td>7-6-170</td>
<td>Dog impound (initial)</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------</td>
</tr>
<tr>
<td></td>
<td>Impound per day</td>
</tr>
<tr>
<td></td>
<td>Vaccination</td>
</tr>
</tbody>
</table>

Chapter 11

<table>
<thead>
<tr>
<th>11-2-20</th>
<th>Excavation permit application</th>
<th>$100.00</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>11-3-20</th>
<th>Cemetery rates</th>
<th>In-Town Resident</th>
<th>Within 81623 Zip Code</th>
<th>Out-of-Town Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Purchase price of 5' x 10' lot</td>
<td>$250.00</td>
<td>$1,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>Grave opening and closing (casket)</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
<tr>
<td></td>
<td>Burial of cremains (per cremains)</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>Disinterment</td>
<td>$100.00/hour</td>
<td>$100.00/hour</td>
<td>$100.00/hour</td>
</tr>
<tr>
<td></td>
<td>Reinterment</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>Perpetual care (Evergreen Cemetery only—payment of this fee is required at the time of grave opening or closing.)</td>
<td>$250.00</td>
<td>$1,000.00</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

Chapter 13

<table>
<thead>
<tr>
<th>13-2-70</th>
<th>Water reconnection fee plus late fee</th>
<th>$25.00 plus $25.00</th>
</tr>
</thead>
</table>

Water rates—Residential

<table>
<thead>
<tr>
<th>13-3-70</th>
<th>Monthly minimum base rate in-Town</th>
<th>$20.32</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly minimum base rate out-of-Town</td>
<td>$30.45</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td><strong>Usage block (gallon)</strong></td>
<td><strong>Per 1,000 gallons in-Town</strong></td>
<td><strong>Per 1,000 gallons out-of-Town</strong></td>
</tr>
<tr>
<td>0—6,000 gallons</td>
<td>$1.73</td>
<td>$2.65</td>
</tr>
<tr>
<td>6,000—15,000</td>
<td>$2.40</td>
<td>$3.64</td>
</tr>
<tr>
<td>15,000—40,000</td>
<td>$3.06</td>
<td>$4.58</td>
</tr>
<tr>
<td>Over 40,000</td>
<td>$3.70</td>
<td>$5.54</td>
</tr>
</tbody>
</table>

**Water rates—Commercial**

<table>
<thead>
<tr>
<th>Monthly minimum base rate in-Town</th>
<th>$20.32</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly minimum base rate out-of-Town</td>
<td>$30.45</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Usage Block (gallons)</th>
<th>Charge per 1,000 Gallons Inside Town</th>
<th>Charge per 1,000 Gallons Outside Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>$2.82</td>
<td>$4.23</td>
</tr>
</tbody>
</table>

**Waste water rates—Residential**

<table>
<thead>
<tr>
<th>Monthly minimum base rate in-Town</th>
<th>$12.25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly minimum base rate out-of-Town</td>
<td>$18.38</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Usage block (gallon)</th>
<th><strong>Per 1,000 gallons in-Town</strong></th>
<th><strong>Per 1,000 gallons out-of-Town</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>0—1,000 gallons</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Usage block (gallon)</td>
<td>Per 1,000 gallons in-Town</td>
<td>Per 1,000 gallons out-of-Town</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>0—1,000 gallons</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Over 1,000</td>
<td>$6.82</td>
<td>$10.23</td>
</tr>
<tr>
<td>Bulk Water Charges</td>
<td>Base Rate</td>
<td>Per 1,000 gallons</td>
</tr>
<tr>
<td>1</td>
<td>Nonpotable water</td>
<td>$35.61/month</td>
</tr>
<tr>
<td>Potable water</td>
<td>$35.61/month</td>
<td>$14.19</td>
</tr>
<tr>
<td>Building construction, water prior to water meter</td>
<td></td>
<td>$75.00/month</td>
</tr>
<tr>
<td>Bulk water account charge</td>
<td></td>
<td>$25.00/month</td>
</tr>
<tr>
<td>Administrative charge, account maintenance</td>
<td></td>
<td>$10.00</td>
</tr>
<tr>
<td>Stormwater remediation</td>
<td></td>
<td>$2.00/month</td>
</tr>
<tr>
<td>13-3-140</td>
<td>Utility shut-off or turn-on charge</td>
<td>$25.00</td>
</tr>
<tr>
<td>13-3-170</td>
<td>Utility inspection fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>13-4-60</td>
<td>Service line extension from tap,</td>
<td>$500.00</td>
</tr>
</tbody>
</table>
### New User Charges

<table>
<thead>
<tr>
<th>Date</th>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>13-6-20</td>
<td>Waste of water reinstatement fee</td>
<td>$25.00</td>
</tr>
<tr>
<td>13-10-100</td>
<td>Water rights dedication fee</td>
<td>$3,000.00-acre-foot</td>
</tr>
<tr>
<td></td>
<td>Water rights dedication fee upon annexation</td>
<td>$2,000-acre-foot</td>
</tr>
<tr>
<td>15-1-30</td>
<td>Annexation petition (less than 10 acres)</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Annexation petition (more than 10 acres)</td>
<td>$1,800.00</td>
</tr>
<tr>
<td></td>
<td>Town-initiated annexation</td>
<td>$0.00</td>
</tr>
<tr>
<td>15-2-20</td>
<td>Deannexation or disconnection</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

### POLICE DEPARTMENT FEES

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fingerprints with card</td>
<td>$30.00</td>
</tr>
<tr>
<td>Fingerprint without card</td>
<td>$35.00</td>
</tr>
<tr>
<td>Background checks</td>
<td>$50.00</td>
</tr>
<tr>
<td>Police reports</td>
<td>$20.00 search fee plus $0.25 per page</td>
</tr>
<tr>
<td>Accident reports</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

---

1. Bulk water is to be used only within the service area of the Town of Carbondale. Bulk water usage of 50,000 gallons or more must be approved by the Utility Director prior to use.

2. Please note that use of bulk water for fracking purposes is a violation of account terms and will result in the termination of bulk water privileges and possibly prosecution.
<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>CD duplication</td>
<td>$20.00 for CD; $10.00 for duplication</td>
</tr>
<tr>
<td>Records request</td>
<td>$10.00 search fee; plus $20.00 per hour personnel time; plus $0.25 per page</td>
</tr>
</tbody>
</table>

**GATEWAY RV PARK**

<table>
<thead>
<tr>
<th>Service</th>
<th>Daily</th>
<th>Weekly</th>
<th>14 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>RV site with full hook-up (water, electric &amp; sewer)</td>
<td>$40.00</td>
<td>$252.00</td>
<td>$504.00</td>
</tr>
<tr>
<td>RV site with water &amp; electric only</td>
<td>$30.00</td>
<td>$189.00</td>
<td>$378.00</td>
</tr>
<tr>
<td>Group tent camping site</td>
<td>$55.00</td>
<td>$347.00</td>
<td>N/A</td>
</tr>
<tr>
<td>RV Site Electric Only</td>
<td>$25.00</td>
<td>$158</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**MISCELLANEOUS FEES**

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community room rental</td>
<td>Between 8:00 a.m.—5:00 p.m. $45.00, kitchen use $30.00; After 5:00 p.m. $55.00, kitchen use $30.00 $100.00 refundable damage deposit</td>
</tr>
<tr>
<td>Park rental</td>
<td></td>
</tr>
<tr>
<td>Events with less than 50 people</td>
<td>$15.00, $100.00 refundable damage/cleaning deposit $10.00</td>
</tr>
<tr>
<td>Alcohol permit</td>
<td></td>
</tr>
<tr>
<td>Events 50—100 people</td>
<td>$30.00, $100.00 refundable damage/cleaning deposit $10.00</td>
</tr>
<tr>
<td>Alcohol permit</td>
<td></td>
</tr>
<tr>
<td>TOWN POOL FEES</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td><strong>Daily Admission</strong></td>
<td><strong>Resident (81623)</strong></td>
</tr>
<tr>
<td>Children 2 and under</td>
<td>Free</td>
</tr>
<tr>
<td>· Youth (3-17) &amp; Seniors (62+)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Adult (18+)</td>
<td>$7.00</td>
</tr>
<tr>
<td>20 Punch Pass</td>
<td></td>
</tr>
<tr>
<td>Youth (3-17) &amp; Seniors (62+)</td>
<td>$89.00</td>
</tr>
<tr>
<td>Adult (18+)</td>
<td>$125.00</td>
</tr>
<tr>
<td><strong>Season pass (only valid in 2018)</strong></td>
<td></td>
</tr>
<tr>
<td>Youth (3-17) &amp; Seniors (62+)</td>
<td>$104.00</td>
</tr>
<tr>
<td>Adult (18+)</td>
<td>$182.00</td>
</tr>
<tr>
<td>Family</td>
<td>$344.00</td>
</tr>
<tr>
<td><strong>Pool pass &amp; CRCC</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Annual membership</strong></td>
<td></td>
</tr>
<tr>
<td>Youth (3-17) &amp; Seniors (62+)</td>
<td>$302.00</td>
</tr>
<tr>
<td>Adult (18+)</td>
<td><strong>$528.00-$529.00</strong></td>
</tr>
<tr>
<td>Family</td>
<td><strong>$898.00-$848.00</strong></td>
</tr>
<tr>
<td><strong>Pool Pass &amp; 3 Month CRCC Membership</strong></td>
<td></td>
</tr>
<tr>
<td>Youth/Senior</td>
<td>$139.00</td>
</tr>
<tr>
<td>-------------</td>
<td>---------</td>
</tr>
<tr>
<td>Adult</td>
<td>$238.00</td>
</tr>
<tr>
<td>Household</td>
<td>$411.00</td>
</tr>
</tbody>
</table>

**TOWN FIELD, TENNIS COURT, PARK, AND ICE RINK RENTAL PERMIT**

<table>
<thead>
<tr>
<th>Athletic Field of Play</th>
<th>Non-Profit/Local</th>
<th>For Profit/Non-Local</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour fee</td>
<td>$20.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Per full day</td>
<td>$150.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>*Season per head fee (club reg.)</td>
<td>$5.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>**Seasonal rental for camps</td>
<td>10% of gross profits</td>
<td>15% of gross profits</td>
</tr>
</tbody>
</table>

*Ice rink (Gus Darien Ice Arena)*

<table>
<thead>
<tr>
<th>Half rink per hour</th>
<th>$20.00</th>
<th>$25.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full rink per hour</td>
<td>$40.00</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

**Carbondale Recreation and Community Center Fees**

**Daily Admissions**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Children (2 &amp; under)</td>
<td>Free</td>
</tr>
<tr>
<td>Youth (3-17 years)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Adult (18+ years)</td>
<td>$7.00</td>
</tr>
<tr>
<td>Membership Fees</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Youth (3-17 years) &amp; Senior (62+ years) Annual</td>
<td>$219.00</td>
</tr>
<tr>
<td>Youth (3-17 years) &amp; Senior (62+ years) Monthly</td>
<td>$29.00</td>
</tr>
<tr>
<td>Youth (3-17 years) &amp; Senior (62+ years) 3-Month</td>
<td>$72.00</td>
</tr>
<tr>
<td>Adult (18+ years) annual</td>
<td>$380.00</td>
</tr>
<tr>
<td>Adult (18+ years) monthly</td>
<td>$44.00</td>
</tr>
<tr>
<td>Adult (18+ years) 3-month</td>
<td>$116.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Household CRCC Memberships</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Household* Monthly</td>
<td>$68.00</td>
</tr>
<tr>
<td>Household* 3 Month</td>
<td>$178.00</td>
</tr>
<tr>
<td>Household* Annual</td>
<td>$567.00</td>
</tr>
</tbody>
</table>

20-Visit Punch Pass
<table>
<thead>
<tr>
<th>Youth (3-17 years) &amp; Senior (62+ years)</th>
<th>$89.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult (18+ years)</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

* Household Memberships: Must reside full-time in the same residence. Maximum 2 adults 1

**Private Lessons & Personal Training Fees**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Private Session</td>
<td>$50.00/hr</td>
</tr>
<tr>
<td>3 Private Sessions</td>
<td>$135.00 (1 hour each)</td>
</tr>
<tr>
<td>5 Private Sessions</td>
<td>$200.00 (1 hour each)</td>
</tr>
<tr>
<td>10 Private Sessions</td>
<td>$450 ($45 / hr)</td>
</tr>
<tr>
<td>20 Private Sessions</td>
<td>$800 ($40 / hr)</td>
</tr>
<tr>
<td>1 Buddy Session</td>
<td>$60.00 (2 people) &amp; $75.00 (3-4 People) 1 hour each</td>
</tr>
<tr>
<td>3 Buddy Sessions</td>
<td>$165.00 2 people &amp; $210.00 (3-4 people) 1 hour each</td>
</tr>
<tr>
<td>5 Buddy Sessions</td>
<td>$250.00 (2 people) &amp; $325.00 (3-4 people)</td>
</tr>
<tr>
<td>10 Buddy Sessions</td>
<td>$550 2 people/ $650 3 people</td>
</tr>
<tr>
<td>20 Buddy Sessions</td>
<td>$1,000 2 people/ $1,200 3 people</td>
</tr>
<tr>
<td>Body Composition Testing</td>
<td>$20</td>
</tr>
<tr>
<td>Body Composition Testing and Fitness Assessment</td>
<td>$50</td>
</tr>
<tr>
<td>Body Composition Testing + Fitness Assessment + Detailed Fitness Plan</td>
<td>$90</td>
</tr>
</tbody>
</table>

**Carbondale Recreation and Community Center Party Packages Rental Fees**

<table>
<thead>
<tr>
<th>Package</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gymnasium</td>
<td>$130.00</td>
</tr>
<tr>
<td>Gymnasium &amp; bounce house</td>
<td>$210.00</td>
</tr>
<tr>
<td>Climbing wall</td>
<td>$180.00</td>
</tr>
<tr>
<td>Party attendant</td>
<td>$50.00</td>
</tr>
<tr>
<td>Gym &amp; Climbing Wall</td>
<td>$260.00</td>
</tr>
<tr>
<td>Bounce House</td>
<td>$75.00</td>
</tr>
</tbody>
</table>
## Carbondale Recreation Center Amenity Rental Fees

### Climbing Wall Rental Fees

<table>
<thead>
<tr>
<th>Non-Profit/Youth/Senior/Government</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Climbing wall</td>
<td>$46.00</td>
<td>$231.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General/Business Use</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Climbing wall</td>
<td>$69.00</td>
<td>$347.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional staff time</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendant #1</td>
<td>$24.00</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Attendant #2</td>
<td>$24.00</td>
<td>$100.00</td>
<td></td>
</tr>
</tbody>
</table>

### Gymnasium Rental Fees

<table>
<thead>
<tr>
<th>Non-Profit/Youth/Senior/Government</th>
<th>Per Hour</th>
<th>Day Rate (6 + hours)</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full gymnasium rental</td>
<td>$92.00</td>
<td>$462.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>1/2 gymnasium rental</td>
<td>$46.00</td>
<td>$231.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General/Business Use</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full gymnasium rental</td>
<td>$116.00</td>
<td>$578.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>1/2 gymnasium rental</td>
<td>$58.00</td>
<td>$289.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

### Facility Room Rental Fees
<table>
<thead>
<tr>
<th>Non-Profit/Youth/Senior/Government</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitchen</td>
<td>$35.00</td>
<td>$173.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Multi-purpose room</td>
<td>$29.00</td>
<td>$147.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Lobby &amp; patio</td>
<td>$21.00</td>
<td>$105.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General/Business Use</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitchen</td>
<td>$46.00</td>
<td>$231.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Multi-purpose room</td>
<td>$35.00</td>
<td>$173.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Lobby &amp; patio</td>
<td>$23.00</td>
<td>$116.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

---

**Carbondale Recreation Center Amenity Rental Fees**

*Special Events (open to the public with 250 or less participants, or private event with 200 or less)*

Bold Rates Represent When Alcohol is Served

<table>
<thead>
<tr>
<th>Non-Profit/Youth/Senior/Government</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full gymnasium rental</td>
<td>$92.00/$121.00</td>
<td>$462.00/$604.00</td>
<td>$300.00/$600.00</td>
</tr>
<tr>
<td>Kitchen</td>
<td>$35.00/$46.00</td>
<td>$173.00/$231.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Multi-purpose room</td>
<td>$29.00/$38.00</td>
<td>$147.00/$189.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Lobby &amp; patio</td>
<td>$21.00/$27.00</td>
<td>$105.00/$137.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Entire facility (cardio closed)</td>
<td>$189.00/$246.00</td>
<td>$945.00/$1,229.00</td>
<td>$1,000.00/$2,000.00</td>
</tr>
<tr>
<td>General/Business Use</td>
<td>Per hour</td>
<td>Day rate (6 + hours)</td>
<td>Deposit</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------</td>
<td>----------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Full gymnasium rental</td>
<td>$116.00/$150.00</td>
<td>$578.00/$789.00</td>
<td>$300.00/$600.00</td>
</tr>
<tr>
<td>Kitchen</td>
<td>$46.00/$61.00</td>
<td>$231.00/$305.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Multi-purpose room</td>
<td>$35.00/$45.00</td>
<td>$173.00/$226.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Lobby &amp; patio</td>
<td>$23.00/$30.00</td>
<td>$116.00/$152.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Entire facility</td>
<td>$240.00/$313.00</td>
<td>$1,176.00/$1,565.00</td>
<td>$1,000.00/$2,000.00</td>
</tr>
</tbody>
</table>

*Special Events (open to the public with 250 or more participants or private event with 200 or more)*

<table>
<thead>
<tr>
<th>Non-Profit/Youth/Senior/ Government</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full gymnasium rental</td>
<td>$95.00/$132.00</td>
<td>$473.00/$662.00</td>
<td>$300.00/$600.00</td>
</tr>
<tr>
<td>Kitchen</td>
<td>$37.00/$51.00</td>
<td>$184.00/$257.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Multi-purpose room</td>
<td>$32.00/$44.00</td>
<td>$158.00/$221.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Lobby &amp; patio</td>
<td>$24.00/$34.00</td>
<td>$121.00/$168.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Entire facility (closed)</td>
<td>$206.00/$288.00</td>
<td>$1,029.00/$1,439.00</td>
<td>$1,000.00/$2,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General/Business Use</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full gymnasium rental</td>
<td>$121.00/$168.00</td>
<td>$604.00/$840.00</td>
<td>$300.00/$600.00</td>
</tr>
<tr>
<td>Kitchen</td>
<td>$48.00/$67.00</td>
<td>$242.00/$336.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Multi-purpose room</td>
<td>$37.00/$51.00</td>
<td>$184.00/$251.00</td>
<td>$100.00/$200.00</td>
</tr>
<tr>
<td>Lobby &amp; patio</td>
<td>$24.00/$34.00</td>
<td>$121.00/$168.00</td>
<td>$100.00/$200.00</td>
</tr>
</tbody>
</table>
### Gus Darien Riding Arena Fee Schedule

<table>
<thead>
<tr>
<th>Rental Fee Category</th>
<th>Resident (81623 Zip Code)</th>
<th>Non- Resident/Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly rental (above full or ½ day)</td>
<td>$30.00/hr.</td>
<td>$60.00/hr.</td>
</tr>
<tr>
<td>Lights (after 7 p.m. in summer)</td>
<td>$12.00/hr.</td>
<td>$15.00/hr.</td>
</tr>
<tr>
<td>Concession building</td>
<td>$30.00/day</td>
<td>$40.00/day</td>
</tr>
<tr>
<td>Cleanup/damage deposit</td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Sound system damage deposit</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Town employee costs (trash pick-up, additional arena grooming, etc.)</td>
<td>$30.00/hr.</td>
<td>$30.00/hr.</td>
</tr>
<tr>
<td>Town operator &amp; tractor costs</td>
<td>$40.00/hr.</td>
<td>$40.00/hr.</td>
</tr>
<tr>
<td>**Event renter use of tractor</td>
<td>$100.00/day</td>
<td>$100.00/day</td>
</tr>
<tr>
<td>Horse pen daily rental (per horse)</td>
<td>$5.00/day</td>
<td>$7.50/day</td>
</tr>
</tbody>
</table>

*Includes one town tractor arena drag & prep

**Fuel & maintenance charge for use of town tractor for event. Operator must be 18 years or older, qualified and checked out by town staff, and must be covered by the arena rental user’s liability insurance.

### Park & Street Rental Agreement—Special Events

<table>
<thead>
<tr>
<th>Rental Fee Category</th>
<th>*Rental User Fee (per day)</th>
<th>*Cleanup/Damage Deposit Fee</th>
</tr>
</thead>
</table>

---

**Note:** The rental prices are subject to change. For the most current information, please refer to the official website or contact the facility directly.
<table>
<thead>
<tr>
<th>Attendees Range</th>
<th>Fee</th>
<th>Additional Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>100—300 attendees</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Over 300 attendees</td>
<td>$200.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Land Use Application Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subdivision conceptual plan</td>
</tr>
<tr>
<td>Preliminary plat</td>
</tr>
<tr>
<td>Final plat</td>
</tr>
<tr>
<td>Subdivision or condominium exemption</td>
</tr>
<tr>
<td>Minor plat amendment</td>
</tr>
<tr>
<td>Major plat amendment</td>
</tr>
<tr>
<td>Administrative site plan review</td>
</tr>
<tr>
<td>Minor site plan review</td>
</tr>
<tr>
<td>Major site plan review</td>
</tr>
<tr>
<td>General rezonings</td>
</tr>
<tr>
<td>PUD</td>
</tr>
<tr>
<td>PUD—Modification or amendment of approval</td>
</tr>
<tr>
<td>Variances and appeals</td>
</tr>
<tr>
<td>Conditional use permit</td>
</tr>
<tr>
<td>Conditional use permit – mobile vendor</td>
</tr>
<tr>
<td>Special use permit</td>
</tr>
<tr>
<td>Service</td>
</tr>
<tr>
<td>----------------------------------------</td>
</tr>
<tr>
<td>Sign permit</td>
</tr>
<tr>
<td>Annexation</td>
</tr>
<tr>
<td>Town initiated annexation (any size)</td>
</tr>
<tr>
<td>De-annexation or disconnection</td>
</tr>
<tr>
<td>Vested rights</td>
</tr>
</tbody>
</table>

For building fees, consult Chapter 18 Building Regulations

To: Mayor Dan Richardson and
Carbondale Board of Trustee's

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Two Rivers Community Foundation

Date: December 18, 2017

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the Two Rivers Community Foundation being held at the River Valley Ranch Barn on February 10, 2018.

Jake Lasko

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

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

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

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

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

NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Two Rivers Community Foundation

MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY
PO Box 1539
Glenwood Springs, CO 81602

NAME
DATE OF BIRTH
EMAIL ADDRESS
PHONE NUMBER

PRES/CE/CY OF ORG. OR POLITICAL CANDIDATE
Jake Lasko

EVENT MANAGER
Clyde R. Alberts

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

- NO
- YES HOW MANY DAYS?

IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

- NO
- YES TO WHOM? RVR

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

- NO
- YES HOW MANY DAYS?

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>Date</th>
<th>Hours From</th>
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<td>2/10/18</td>
<td>5 p.m.</td>
<td>m</td>
<td>6 p.m.</td>
<td>m</td>
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</table>

OATH OF APPLICANT

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

SIGNATURE

TITLE

DATE

12/12/17

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,

Two Rivers Community Foundation

is a

Nonprofit Corporation

formed or registered on 12/21/1999 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19691238914.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/07/2017 that have been posted, and by documents delivered to this office electronically through 12/12/2017 @ 07:39:21.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/12/2017 @ 07:39:21 in accordance with applicable law. This certificate is assigned Confirmation Number 10598060.

****************************End of Certificate*******************************
FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement"), is made as of December 4, 2017, between Destination Holdings, LLC ("Destination"), a Colorado Limited Liability Company having an address of 333 River Valley Ranch Drive, Carbondale, CO 81623 and telephone number of 970-963-0400, and Roaring Fork Pickleball Association ("Licensee"), having an address of 733 Carfield Avenue, Carbondale, CO 81623 and telephone number of 970-963-5771.

Event Name: Pickleball Bounce
Date of Event: February 10, 2018
Email: Alice.Pelley106@gmail.com
Cell:
Home: 970-963-5771

Significant Other

Event Planner: Alice Peller

Phone #

Caterer: Fat Luck - self cater

Phone #

RECITALS

WHEREAS, Destination leases real property and improvements located at 333 River Valley Ranch Drive, Carbondale, CO 81623 (the "Barn"); and

WHEREAS, Licensee desires to use the Barn for an event (the "Event") he Event, and Destination is willing to permit Licensee to use the Barn for the Event on the following terms and conditions.

AGREEMENT

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

1. Licensed Barn. Destination licenses to Licensee the use of the Barn. Licensee agrees to accept the Barn "as is." Destination makes no representations or promises with respect to the Barn and Licensee agrees that Destination shall not have any obligation to perform any work, alterations, repairs or otherwise prepare the Barn for Licensee's use and occupancy, other than as set forth in this Agreement. Licensee and its agents, employees, representatives and invitees shall access the Barn directly through the Barn's lobby.

2. Permitted Use. Licensee may use the Barn for the Event and for no other purpose. No other use may be substituted for the Event without the prior consent of DESTINATION. Any additional use of the Barn beyond the Event as defined above will not be permitted without DESTINATION's prior written approval. The total occupancy of the Barn shall not exceed ______ persons. Licensee shall comply with all covenants (including HOA), conditions, restrictions, laws, ordinances, orders, and regulations affecting the Barn. Licensee shall not permit or allow any disorderly conduct, excessive or unreasonable noise, or any nuisance in anyway in or around the Barn. During the term of this Agreement, the Licensee, at Licensee expense, shall maintain the Premises in clean condition and maintain fixtures and appliances in good repair and working order, excepting normal wear and tear. Licensee further agrees to the following restrictions on the use of the Barn:

   a. The doors to the Barn must be closed at 9:00 p.m. to limit noise impact in the community; The music/noise may continue with the doors closed.

   b. The furniture in the Barn can be moved, but may not leave the Barn unless Licensee pays an additional fee for the furniture removal, which is outlined in Exhibit A;

   c. Any movement of furniture performed by Licensee shall be the responsibility of renter, and shall be done with Destination's supervision so as to minimize damage to the soft-pine floors;

   d. Any of Destination's tables used by Licensee must be covered by plastic and a table cloth;
e. Licensee shall direct guests attending the Event to park in the Ranch House parking lot across the street from the Barn. If that lot is full, guests should be directed to park on the west side of the street. If the street fills please park on the North side of the Golf course parking lot;

f. No nails, tacks, duct tape, tape, glitter, confetti or anything else that can damage shall be used in the Barn. Gaff tape or fishing line should be used to put up lights and decorations; and

g. All guests must stay off the bridges and off the golf course at all times due to golfers and golf carts that may be playing golf during your event.

Term & Extensions. Destination licenses to Licensee the use of the Barn from 9:00 am on Sat., Feb 10, 2017 through Sun. Feb 11, 2017 through (the “Contract Period”). Licensee may request use of the Barn for additional time beyond the Contract Period (“Additional Time”) by making such request in writing prior to any use of the Barn beyond the Contract Period and in any event not later than five (5) business days prior to the earliest day of the Contract Period (“Commencement Date”). If Destination approves such request in its sole discretion, such Licensee shall pay for Additional Time as an Additional Charge pursuant to Section 8 at the “Approved Additional Time Rate” specified in Exhibit A. If Licensee occupies the Barn for Additional Time beyond the Contract Period without the prior written consent of Destination, licensee shall pay for such Additional Time as an Additional Charge pursuant to Section 9 at the “Unapproved Additional Time Rate” specified in Exhibit A. For purposes of this Agreement, the Contract Period shall be deemed to include all Additional Time.

h. Security Deposit. Upon execution of this Agreement, Licensee shall pay to Destination a $2,000 security deposit (the “Security Deposit”) as security for payment of all amounts due under this Agreement and for the faithful performance and observance by Licensee of the terms and conditions of this Agreement. In the event Licensee fails to pay any amount due or defaults under any other terms or conditions of this Agreement, Destination may use, apply, or retain the whole or any part of the Security Deposit to the extent required for the payment of any sum due to Destination or which Destination may be required to expend by reason of Licensee’s default under any of the terms and conditions of this Agreement. In the event that Licensee shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Agreement and shall surrender the Barn to Destination in the condition required by this Agreement as it is on the Commencement Date, the Security Deposit shall be credited against the License Fee upon conclusion of the Contract Period.

i. License Fee. Licensee shall pay the fees detailed in Exhibit A (“the License Fee”) to Destination as follows:

   a. The Security Deposit shall be due and payable upon the execution of this Agreement. The Security Deposit is non-refundable. The Security Deposit may be credited against the License Fee as provided in Section 7.

   b. Fifty-percent (50%) of the License Fee shall be due and payable upon the execution of this Agreement.

   c. The remaining fifty-percent (50%) of the License Fee shall be due and payable no later than (30) days before the Commencement Date.

   d. Use of the Barn is not guaranteed until this Agreement has been fully executed and the Security Deposit and fifty-percent (50%) of the License Fee has been received by Destination.

j. Payments. All payments are to be made by cash or by check payable to Destination Holdings and delivered to the attention of Brian Leasure (“Facilities Manager”). Licensee shall pay all amounts due under this Agreement without abatement, deduction or set-off of any amount whatsoever. A finance charge of 1.5% or the maximum rate permitted by law (if less) will be charged for each twenty-one (21) day period that any payment is overdue, with a minimum charge of ten dollars ($10.00).

k. Cancellation.

   a. Licensee may terminate this Agreement upon written notice to Destination, provided that Licensee shall forfeit any payments made to Destination prior to such cancellation.

   b. Destination shall have the right, at its option, to terminate this Agreement, either in its entirety or with respect to the portion of the Agreement affected, without any liability of Destination to Licensee, and without any advance notice to Licensee, if:

      i. Licensee shall fail to observe any term, condition or covenant of this agreement;

      ii. the Barn is destroyed, damaged, or otherwise unfit for occupancy; or

      iii. any Event shall be prevented or interfered with by the public authorities or by any strike, labor dispute, or other cause beyond the control of Destination;

   c. Under the circumstances set forth in paragraph (b)(i) of this Section, Destination shall be entitled to retain the Security Deposit and any Licensee Fee paid by Licensee as liquidated damages in compensation for its damages and loss of revenue resulting from the termination and not as a penalty.

   d. Licensee hereby waives any and all claims against Destination for damages or other compensation arising out of or in connection with the termination of this Agreement or the cancellation of the Event.
k. **Additional Charges.** Licensee shall be responsible for any and all additional charges ("Additional Charges") incurred by Licensee during the Contract Period, including but not limited to charges for catering, concierge service and equipment rental (the “Service Charges”), telephone, facsimile and copy machine usage, Additional Time pursuant to Section 3, and any other Additional Charges under this Agreement. Rates for Additional Charges are set forth in Exhibit A. Destination shall invoice Licensee for all Additional Charges at the conclusion of the Contract Period and payment for Additional Charges shall be due and payable to Destination within forty-five (45) days of such invoice.

l. **Condition of Barn.**
   a. Licensee shall not make any changes or alteration to any part of the interior or exterior of the Barn or any other part of the Barn.
   b. Licensee shall take good care of the Barn and upon the completion of the Contract Period, as extended pursuant to this Agreement, shall restore the vacated Barn to its condition prior to Licensee’s entry. Licensee agrees that all tape and markings will be removed from the Barn and that the Barn shall be clean and in good order and repair upon the completion of its rental.
   c. Licensee agrees that it is responsible for any damage caused to the Barn by Licensee, its employees, agents, representatives or invitees. Any such damages shall be billed as Additional Charges.

m. **Access.** No portion of the corridors, foyers, vestibules or any ways of access comprising a part of the Barn shall be obstructed at any time by Licensee or used for any purpose other than ingress and egress to and from the Barn.

n. **Indemnification.** Licensee shall defend, indemnify, and hold harmless Destination, Destination’s landlord, the mortgagee of Destination’s landlord, and each of their respective partners, officers, employees, directors and agents ("Indemnitees") from and against any and all claims, demands, damages, judgments or liabilities (including liabilities for fines, penalties and reasonable attorneys’ fees, disbursements and other litigation costs) of any nature whatsoever (collectively, "Losses") resulting from or arising out of, in whole or in part, the Event or other subject matter of this Agreement, including but not limited to those resulting from or arising out of (i) the unauthorized or unlicensed use or performance of any idea, creation, intellectual property, works of performing art or literary, musical or artistic material in connection with any presentation given under this Agreement, (ii) any act done or words spoken by Licensee, its agents, employees, representatives or invitees during the Event, (iii) any damage done to the Barn or any part thereof, including resultant loss of use, caused by the act or omission of Licensee, its agents, employees, representatives or invitees, (iv) any libel, copyright infringement or indecent content in printed or program material furnished by Licensee in connection with the Event, (v) the breach by Licensee of any term of this Agreement, or (vi) any Loss to any person arising from participating in, attending or otherwise being involved in the Event; provided, however, that Licensee shall not be obligated to indemnify any Indemnitee pursuant to this paragraph for any Loss that is finally judicially determined to have been caused entirely by one or more Indemnitees’ willful misconduct.

o. **Insurance.** Destination will neither provide nor serve liquor. If Licensee elects to serve liquor at the event, Licensee must obtain liability insurance with a limit of no less than $2,000,000 with respect to bodily injury, personal injury, or death in any one occurrence (on an occurrence basis) that names Destination as an additional insured under such policy. Licensee must provide Destination with a certificate of insurance evidencing such coverage at least thirty (30) days prior to the commencement date. Licensee shall not do or permit to be done or bring or keep at any time in or upon the Barn anything which will in any way increase the rate of fire insurance on the Barn during the term of this Agreement or which shall conflict with the requirements of the District of Columbia Board of Fire Underwriters or any similar body, or be in violation of any of the terms of any insurance policy affecting the Barn or which shall conflict with any rules or ordinances of the Fire Department or Board of Health of the District of Columbia or of any other government agency having jurisdiction.

13. **Equipment and Services.** If elected by Licensee and included in the License Fee, Destination shall provide the use of the built-in hardware and audiovisual equipment detailed in Exhibit A (if any), along with set-up assistance. Licensee agrees that it shall not bring any equipment whatsoever into the Barn without Destination’s prior written approval. Licensee hereby releases Destination from any and all liability for loss or damages to any equipment or property owned, rented, or brought into the Barn by Licensee, or any agent, employee, representative or invitee of Licensee, which may be kept or placed in the Barn or used in connection with the Event.

14. **Photography Release.** Licensee hereby grants Destination permission to copyright, lease, sell and/or assign any and all photographs from the Event for use by parties associated with River Valley Ranch ("RVR"), including, without limitation, RVR’s Sales Center, RVR Golf Shop, & RVR Ranch House- HOA for advertising, promotion, publication or any other lawful purposes. Licensee hereby releases any and all right, claims, title and interest to the finished photographs, negatives, transparencies, and their reproductions of myself and my guests.

15. **Compliance with Destination Policies.** Licensee agrees to abide and to require all of its officers, directors, employees, agents, contractors, subcontractors, vendors, volunteers, licensees, Destination, including the policies set forth in Exhibit B hereof. Licensee shall cause its agents and any other person under its control to observe all terms of this Agreement.

16. **Notices.** All notices which may or must be given under this Agreement must be in writing and shall be sent to Destination or Licensee at the addresses set forth at the beginning of this Agreement. Any notice required to be given or made in writing within a specified period of time on or before a date certain must be transmitted either by hand delivery
(which may include commercial delivery service) subject to written receipt, by facsimile transmission with confirmation of receipt, or by U.S. Express, registered or certified mail, return receipt requested and postage and registry fees prepaid. All notices shall be deemed given when received (or date of attempted delivery if refused).

17. **Assignment.** Licensee shall not assign its rights and obligations under this Agreement to any other party. Any attempt to assign this Agreement by Licensee shall be void and of no effect.

18. **Governing Law.** This Agreement shall be construed in accordance with and governed by the law of the State of Colorado, without regard to the conflicts of laws rules thereof. The parties hereby consent to the exclusive jurisdiction of any court in the District of Colorado (whether a federal or state court) in any action or proceeding arising out of or relating to this Agreement. The parties irrevocably waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

19. **Attorney’s Fees.** If Destination must retain an attorney to enforce any provision in this Agreement, Destination may, without limiting any other damages, recover its reasonable attorneys’ fees incurred in so doing, including reasonable attorneys’ fees incurred prosecuting claims against Licensee.

20. **Cumulative Remedies.** The remedies available to Destination under this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies of Destination existing now or in the future at law or in equity.

21. **No Waiver.** If Destination waives or elects not to enforce any term, condition or covenant of this Agreement, such waiver or election not to enforce shall not constitute a waiver of or election not to enforce the same term, condition or covenant in prior or subsequent transactions or different terms, conditions or covenants in the same, prior or subsequent transactions.

22. **Severability.** Any provision of this Agreement held to be contrary to law, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the validity or enforceability of the remaining provisions of this Agreement.

23. **Relationship of Parties.** The execution, delivery and performance of this Agreement shall not be construed as creating or establishing a partnership, joint venture or association of any type between Destination and Licensee.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may not be modified or in any way altered except in writing, signed and executed by both parties hereof or in the case of a waiver, by the party waiving compliance.

25. **Miscellaneous.** Each of the parties represent and warrant to the other party that this Agreement has been duly authorized by all necessary organizational action of such party and is legally enforceable and binding in accordance with its terms. This Agreement shall bind and inure to the benefit of the parties and their respective permitted successors, assigns and legal representatives. This Agreement may be executed in counterparts, a complete set of which shall constitute an original, and in duplicates, each of which shall constitute an original. Copies of this Agreement showing the true signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction may be used for all purposes as originals.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN:

---

**LICENSEE:**

[Signature]

Date

**DESTINATION:**

Destination Holdings, LLC

Manager: Brian Leasure

[Signature]

Date

EXHIBIT A

Fees, Equipment and Services
A. LICENSE FEE: BARN AND AUDIOVISUAL EQUIPMENT

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<th>QUANTITY</th>
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Event Payments

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B. OTHER ADDITIONAL CHARGES

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<tr>
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<td>[SERVICE]</td>
<td>$[]</td>
</tr>
<tr>
<td>TOTAL ADDITIONAL CHARGES</td>
<td>$</td>
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EXHIBIT B

Policies

1. Barn Hours: Licensee shall be permitted access to the Barn one-half hour before and one-half hour after each Event. The Barn must be vacated no later 1:00 am unless other arrangements have been made in advance with the Facilities Manager.

2. Deliveries: All packages to be delivered to the Barn for the Event must be addressed to Facilities Manager and must reference the title and date of the Event. Large deliveries must be scheduled in advance with Facilities Manager.

3. Access: Licensee and its agents, employees, representatives and invitees shall access the Barn directly through the Barn lobby. Destination will unlock and secure the Barn prior to and following the Event. If a visitor's key is provided to Licensee, such key must be returned to Facilities Manager at the conclusion of each day of the Event. There is a $10.00 charge for unreturned keys.

4. Clean Up: Licensee shall be responsible for returning the Barn to the state it was in when at the commencement of the Contract Period, including removing all items brought into the Barn by Licensee, its agents, employees,
representatives and invitees. Any items left in the Barn at the conclusion of the Contract Period shall be disposed of by Destination unless other arrangements have been made in advance with the Facilities Manager.

5. Climate Control: If you are having a problem with the temperature, please call the Facilities Manager who will adjust the thermostat to better suit your needs.

6. Trash: If you produce a large amount of trash and would like it removed, please call the Facilities Manager.

7. Smoking: There is no smoking permitted anywhere in the Barn.

8. Lobby/Hallways: The Barn lobby and hallways must remain free of obstruction at all times. Please keep quiet in the Barn Lobby and hallways out of consideration for others in the Barn.

9. No toxic, flammable combustible or explosive fluids, chemicals or substance shall be brought into the Barn.

10. No bicycles, vehicles or animals, birds or pets of any kind shall be brought into the Barn.

11. Canvassing, soliciting and peddling in the Barn are prohibited.

12. Hand trucks may not be used within the Barn unless they are equipped with rubber tires and side guards.

13. Trash shall not be placed in the Barn lobby or hallways.

[1] All furniture on the main floor (excluding the builder room) taken offsite.
The Association would like to put on a fund raiser to collect donations for designated Pickleball courts in Carbondale. The event will be held at the RVR barn on February 10, 2018. There will be Heavy HorsD'oeuvres with beer and wine to sample. The alcohol will only be given to a person with a wristband, installed on their wrist at the door after presenting ID. The beer and wine dispensed will be kept inside the barn, with signs designating that no alcohol beyond this point.
River Valley Ranch Barn

Approx. Dimensions

- **Stall Annexe**: Basement Door
- **North Entrance**: 8' x 5'
- **Rest Rooms**
- **T.V.**
- **Office**: 18 1/2 x 18 1/2
  - (Storage)
- **Conference Room**: 13 1/2 x 14 1/2
  - (1)
  - (2)
- **Glass Table**: 5' x 20''
- **Entrance South**
- **Topo Map**: 96' x 135''
- **Wall Frames**: 47 1/4 x 35 3/4

- **Bar**: 8' x 5'
- **41 Ft. Long**
- **38 Ft. Wide**
- **Patio**: 60' x 15'
- **Event Lawn**: 130' x 45'
- **Parking Lot**: 60' x 80'

5 Cocktail Tables: 30' x 30'
1 Bar Table: 30' x 60'
Folding Table: 62 4/6 x 20 2/6
Folding Table: 71 1/6 x 30
7 Arm Chairs
2 Couches

**Brian Lemspee**

Office: 970-963-0400
Cell: 970-379-6670
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

MEETING DATE: January 9, 2018
ITEM 7 ATTACHMENT H

TITLE: Entertainment District Common Consumption Area discussion

PRESENTING: Andrea Stewart Carbondale Chamber Executive Director

ATTACHMENTS: Draft Ordinance NO. 1, Series of 2018-Creating an Entertainment District to Establish a Common Consumption Area
Memo from Carbondale Police Department
Maps of security guard placements and perimeter control locations of common consumption area
Updated 2018 Budget Draft for FF Event District

PURPOSE: The idea for the creation of an Entertainment District and a Common Consumption Area stemmed from the need for the First Friday committee to have a dedicated revenue source. The sale of the cups is projected to help fund the continuation of summer First Friday events and advertising. The cup sales would also provide the public an opportunity to support the continuation of First Friday and to enhance the First Friday experience by helping to fund the creation of a vibrant active street scene, with ongoing events and activities, that are non-competitive to the brick and mortar businesses. The byproducts from the creation of an Entertainment District would be additional sales tax generation and the creation of increased pedestrian traffic flow between downtown businesses.

BACKGROUND: The idea has been presented to the Tourism Council of Carbondale, the Special Event Task Force, Carbondale Creative District and to downtown businesses. The majority of these entities were interested in pursuing a trial period for the summer of 2018. The minority that were opposed expressed a common sentiment that the potential financial risk was potentially not worth the reward and were concerned about losing the safe, family-friendly atmosphere that existing First Fridays have created.

ENTERTAINMENT DISTRICT COMMON CONSUMPTION DISCUSSION AND ANALYSIS:
The Colorado General Assembly enacted Senate Bill 11-273 in 2011 concerning authorization to consume alcohol beverages within a common consumption area. The Carbondale Chamber would be acting as the promotional association with the Town acting as the local licensing authority. The Carbondale Chamber would hold the liquor liability insurance and would provide the Town of Carbondale with a certificate of insurance with the Town of Carbondale listed as additional insured. The Entertainment District would be created through ordinance and legislative action by the Town of Carbondale Trustees acting as the Liquor Licensing Authority.
Chamber of Commerce and First Friday Committee Procedures

➢ Production of a CAD-style map showing proposed locations for the placement of security guards and the methods that will be used to secure the perimeters of the common consumption area. (Map attached)

➢ Per state statutes, Promotional Association will create a board of directors; with at least one director from each attached licensed premises on the board, and submit an annual report to the (LLA) Liquor License Authority.

➢ Control motor vehicle and pedestrian access points by hiring security. Have added two additional security guard locations per police request and adjusted the budget to reflect this change.

➢ Additional artisan and non-profit booths will be located in the closed street to not impede access to sidewalks and all entries to businesses will be kept clear.

➢ Entertainment District Common Consumption area would be for June, July, August First Friday Events in 2018 and operate from 5 pm to 9 pm on those dates.

Next Step for Trustees

➢ Review the draft language of the Ordinance.

➢ Review Carbondale Police Department Memo

➢ Review attached Chamber of Commerce Promotional Association best management practices and provide feedback for next step.

➢ Provide direction for staff on next steps.

Prepared By: Eric Brendlinger, Parks & Recreation Director

Jay Harrington
Town Manager
ORDINANCE NO. __
Series of 2018

AN ORDINANCE OF THE TOWN OF CARBONDALE, COLORADO CREATING AN ENTERTAINMENT DISTRICT IN THE TOWN OF CARBONDALE PURSUANT TO COLORADO REVISED STATUTES SECTION 12-47-301(I1) AND AMENDING CHAPTER SIX OF THE MUNICIPAL CODE TO AUTHORIZE COMMON CONSUMPTION AREAS WITHIN THE ENTERTAINMENT DISTRICT AND TO ESTABLISH APPLICABLE PROCEDURES FOR THE OPERATION OF COMMON CONSUMPTION AREAS WITHIN THE ENTERTAINMENT DISTRICT.

WHEREAS, it becomes necessary to update the Town of Carbondale’s Municipal Code from time to time to address shifts in policies and to promote community development objectives; and

WHEREAS, the State of Colorado adopted Senate Bill 11-273 to authorize local jurisdictions to establish Entertainment Districts and permit consumption of alcoholic beverages in authorized common areas located within an Entertainment District (“Common Consumption Areas”); and

WHEREAS, the Board of Trustees has considered a request by the Carbondale Chamber of Commerce to enact local legislation establishing an Entertainment District within the central business district and authorizing the creation of a Common Consumption Area; and

WHEREAS, the Board of Trustees considered public testimony and weighed the merits of establishing an Entertainment District; and

WHEREAS, the Board of Trustees seeks to revise Chapter 6 of the Municipal Code to designate an Entertainment District in downtown Carbondale and set forth standards by which the consumption of alcohol in a Common Consumption Area may occur during certain events and functions planned within the Entertainment District; and

WHEREAS, the Board of Trustees finds and determines that the creation of an Entertainment District in the downtown area will enhance the community’s quality of life and promote the economic vitality of downtown shops, taverns, restaurants, brew pubs, and other businesses; and

WHEREAS, for the foregoing reasons, the Board of Trustees finds and determines that the creation of an Entertainment District and enactment of regulations set forth herein to govern Common Consumption Areas within the District is in the interest of the public health, safety, and welfare of the residents of the Town of Carbondale.
NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE
TOWN OF CARBONDALE, COLORADO that the Town of Carbondale Municipal Code shall
be amended as follows:

1. The foregoing recitals are hereby adopted as findings and determinations of the
Board of Trustees.

2. The Board of Trustees hereby approves the creation of an Entertainment District
in downtown Carbondale ("Downtown Entertainment District") pursuant to C.R.S. § 12-47-
301(1) with borders shown on the map ("Downtown Entertainment District Map") attached
hereto as Exhibit A.

3. The Downtown Entertainment District Map shall be kept for reference in the
office of the Town Clerk.

4. A new Article 8, Entertainment District, shall be added to Chapter 6 of the Town
of Carbondale Municipal Code regarding sales tax licenses and regulations. The new Article 8
shall read as follows:

6-8-10. Purpose and Intent.

The purpose of this Article is to authorize the creation of an Entertainment District within
which the Board of Trustees may permit the establishment of Common Consumption Areas
pursuant to C.R.S. § 12-47-301(11).

6-8-20. Application.

The provisions herein shall apply to all land located within a designated Entertainment
District, as defined in section 6-8-30, below. This Article does not apply to a special event
permit or the holder thereof unless the permit holder desires to utilize an existing Common
Consumption Area, seeks approval from the Board of Trustees, and agrees in writing to the
requirements of this Article and applicable State law.

6-8-30. Definitions.

Common Consumption Area means an area designed as a common area wholly within an
Entertainment District approved by the Board of Trustees that uses physical barriers to close the
area to motor vehicle traffic and limit pedestrian access.

Downtown Entertainment District means that area contained within [insert parameters],
as shown on the Downtown Entertainment District Map.

Downtown Entertainment District Map shall mean the map showing the boundaries of the
Downtown Entertainment District, which shall be kept on file in the office of the Town Clerk.
Entertainment District means an area within the Town that the Board of Trustees has designated as an Entertainment District of a size no more than one hundred (100) acres and containing at least twenty thousand (20,000) square feet of premises licensed as a tavern, hotel and restaurant, brew pub, distillery pub, or vintner's restaurant at the time the District is created.

Licensee means a person to whom a license is granted by the Board of Trustees to manufacture or sell alcoholic beverages as provided under the State liquor laws.

Promotional Association means an association that is incorporated within Colorado that organizes and promotes entertainment activities within a common consumption area and is organized or authorized by two (2) or more people who own or lease property within an Entertainment District and is certified by the Board of Trustees.

6-8-40. General Provisions.

(a) The Board of Trustees may designate Entertainment Districts from time to time when creation of same is found to be in the best interest of the public and the specific geographic area to be served and when the proposed district is consistent with the definition and purpose of an Entertainment District contained in this Article. The Board of Trustees may by resolution revise the boundaries of an existing Entertainment District to include or exclude properties.

(b) By establishing an Entertainment District, the Board of Trustees has the authority to certify and decertify Promotional Associations; designate the location, size, security parameters, and hours of operation of one or more Common Consumption Areas; authorize, de-authorize, or refuse to authorize a Licensee's attachment of licensed premises to Common Consumption Areas; and impose reasonable conditions of approval on the licensing and re-authorization of Common Consumption Areas and Promotional Associations and attachment of licensed premises to Common Consumption Areas, consistent with the provisions included in this Chapter, other provisions of this Code, and applicable State law.

(c) The standards for Common Consumption Areas and Promotional Associations are adopted pursuant to C.R.S. § 12-47-301(11), as may be amended from time to time. The standards adopted herein shall be considered in addition to all other standards applicable to the issuances of licenses under State law and this Code.

6-8-50. Creation of Downtown Entertainment District.

In order to exercise the Town's local option to allow Common Consumption Areas within the Town and to effectuate the purposes and intent of C.R.S. § 12-47-301(11), there is hereby designated the "Downtown Entertainment District," which contains an area within [insert parameters], as shown in the Downtown Entertainment District Map, a copy of which is on file with the Town Clerk. Said District has been determined to satisfy the size and licensed premises conditions contained within the definition of Entertainment District in this Article.
6-8-60. Certification of Common Consumption Areas and Promotional Associations.

(a) Within an Entertainment District, the Board of Trustees may license a Common Consumption Area upon application by a Promotional Association in accordance with the requirements of this Article and applicable State law.

(b) An application for the certification of a Promotional Association under the provisions of this Article and the State liquor laws shall be submitted to the Board of Trustees on forms [prepared and furnished by the Town Clerk?]. At minimum, the application shall include the following information:

(1) An application fee of [insert amount].

(2) A copy of articles of incorporation and bylaws of the Promotional Association.

(3) A list of names of all directors and officers of the Promotional Association. A member of each attached licensed premises shall serve as one (1) of the directors on the board of the Promotional Association, which shall have at least two (2) licensed premises attached to the Common Consumption Area. Each Promotional Association shall designate and name an Event Manager. If the application is for a Common Consumption Area within the Downtown Entertainment District, at least one official representative of the Chamber of Commerce shall serve as a director on the board of the Promotional Association.

(4) A detailed map of the Common Consumption Area, including: the size in acreage or square footage of the Common Consumption Area; location of physical barriers, entrances and exits, location of attached licensed premises, identification of licensed premises that are adjacent but not to be attached to the Common Consumption Area, and approximate location of security personnel during the hours of operation for the Common Consumption Area.

(5) A detailed security plan for the proposed Common Consumption Area, including evidence of completed liquor training of all serving personnel as required under Section 6-8-80 of this Code and number and location of security personnel during the dates and hours of operation of the Common Consumption Area.

(6) A proposed list of dates and hours of operation of the Common Consumption Area.

(7) Documentation showing possession of the Common Consumption Area by the Promotional Association.
(8) A list of the attached licensed premises with the following information: liquor license number, list of past liquor violations, if any, and a copy of any operational agreements between the Licensees.

(9) A certificate of general liability and liquor liability insurance in a minimum amount of $1,000,000.00 and naming the Town as an additional insured.

(10) Documentation of how the application addresses the reasonable requirements of the neighborhood and the desires of adult inhabitants as evidenced by written testimony, petitions, or otherwise.

(11) A signed statement that the Common Consumption Area and all licensed establishments therein will be operated in compliance with this Article, all applicable provisions of this Code, and the State liquor laws.

(c) The Board of Trustees shall consider the merits of the application for certification of a Promotional Association and may refuse to certify or recertify or may decertify a Promotional Association if the Association:

(1) fails to submit the annual report as required under Section 6-8-80 of this Code by January 31 of each year;

(2) fails to establish that the licensed premises and Common Consumption Area can be operated without violating this Article or applicable State law or without creating a safety risk to the neighborhood;

(3) fails to have at least two (2) licensed premises attached to the Common Consumption Area;

(4) fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that is reasonably acceptable to the Board of Trustees and names the Town as an additional insured;

(5) fails to demonstrate that the use is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; or

(6) is in violation of C.R.S. § 12-47-909, as may be amended from time to time, related to common consumption area operations.

(e) Once certified by the Board of Trustees as a Promotional Association, the Association may operate a Common Consumption Area within the Entertainment District in accordance with the terms and conditions of the approved license.

(f) A Promotional Association shall apply for annual recertification by [date] of each year on [Town-approved forms?] in a manner consistent with the provisions of this Section. A recertification application shall include, but not be limited to:
(1) A copy of any changes to the articles of incorporation, bylaws and/or the
directors, officers, or Event Manager of the Promotional Association.

(2) All items under Subsection 6-80-60(h), Paragraphs (1) through (10), above.

(h) Once certified, a Promotional Association may authorize the attachment of a licensed
premises to an existing Common Consumption Area, subject to approval by the Board of
Trustees. Application for attachment of a licensed premises to a Common Consumption Area
shall be made in a manner consistent with the provisions of this Article and shall include, but not
be limited to the following information:

(1) authorization for attachment from the certified Promotional Association;

(2) name of the representative from the licensed premises proposed for attachment
who would serve as an additional director on the board of the certified
Promotional Association;

(3) an updated map of the Common Consumption Area to reflect the addition of
the licensed premises, including: location of physical barriers, entrances and
exits, location of attached licensed premises, identification of licensed premises
that are adjacent but not to be attached to the Common Consumption Area, and
approximate location of security personnel;

(4) an application fee of [insert amount/or delete requirement altogether?]; and

(5) a signed statement certifying that the licensed premises will operate within the
Common Consumption Area in accordance with all requirements of this Article.

(i) The Board of Trustees may deauthorize or refuse to authorize or reauthorize a
Licensee’s attachment to a Common Consumption Area if the licensed premises are not within
or on the perimeter of the Common Consumption Area and if the Licensee:

(1) fails to obtain or retain consent from the Promotional Association to be
attached to a Common Consumption Area;

(2) fails to establish that the licensed premises and Common Consumption Area
can be operated without violating this Article or applicable State law;

(3) creates a public safety risk to the neighborhood, including but not limited to
permitting breaches in the secured perimeter of the Common Consumption
Area, permitting unauthorized liquor consumption outside of the Common
Consumption Area, generating noise or nuisance complaints caused by activities
within the Common Consumption Area or similar documented public safety
risks;

(4) is an art gallery;
(5) is a retail liquor store; or

(6) violates any provision of C.R.S. § 12-47-909.

(f) All renewal applications for Common Consumption Areas shall be submitted to the Town Clerk no later than 45 days prior to the date on which the license expires. If there is evidence that the license should not be renewed, the Town Clerk shall set the application for hearing before the Board of Trustees.

6-8-70. Review of applications for certification, recertification, and attachment to Promotional Association and decertification.

(a) Upon receipt of an application for certification or recertification of a Promotional Association or attachment of a Licensee to an existing Common Consumption Area, the Board of Trustees shall consider such application [at a noticed public hearing?] within sixty (60) days of receipt. The Board of Trustees shall review the application for compliance with this Chapter and State liquor laws and may either approve the application with or without conditions or deny the application. The decision to deny any such application by the Board of Trustees shall be in writing and shall be provided to the applicant within seven (7) business days of the decision's having been rendered.

[Should there be an appeal provision? Require any appeal to Courts per CRCP 106?]

(b) The Board of Trustees has the authority to limit the terms and conditions of an approved certification of a Promotional Association, including but not limited to restricting the dates and times of the operation of a Common Consumption Area.

(c) The Board of Trustees may decertify a Promotional Association. Decertification shall follow the provisions of C.R.S. § 12-47-601 as related to liquor licenses.

6-8-80. Operational Requirements of Promotional Associations and Common Consumption Areas.

(a) A certified Promotional Association must operate in accordance with the following requirements:

(1) The size of the licensed Common Consumption Area shall not be modified except with approval of the Board of Trustees.

(2) The Promotional Association shall provide adequate security in terms of personnel, physical barriers, and training to ensure compliance with all requirements of this Article, applicable State law, and to prevent a public safety risk. Before operation of a Common Consumption Area, all security within the Common Consumption Area or its attached licensed premises shall complete the state server and seller training program, and training certificates shall be available upon request. Security personnel must be paid by the Promotional Association.
and cannot be volunteers. Paid security personnel must be stationed at any and all entrances and exits. Security officials must patrol alleys and areas adjacent to the Common Consumption Area to ensure that no unauthorized alcohol consumption occurs outside the Common Consumption Area. Security shall be provided for one (1) hour following the end of the hours of operation of the Common Consumption Area.

(3) Common Consumption Areas and their attached licensed premises may serve alcohol for consumption within the Common Consumption Area until 9:00 p.m. This requirement shall have no effect on service of alcohol for consumption within any licensed premises. It is unlawful for the Promotional Association to allow consumption of alcoholic beverages in the Common Consumption Area after 9:00 p.m. The Promotional Association shall promptly remove all alcoholic beverages from the Common Consumption Area at the end of the hours of operation.

(4) The Promotional Association shall post signs at the entrances and exits of the Common Consumption Area notifying customers of the hours of operation and restrictions associated with the Common Consumption Area.

(5) All serving personnel must complete a liquor training program approved by the Town Clerk prior to staffing the Common Consumption Area. Certificates of training must be available upon request.

(6) No patron shall leave the Common Consumption Area with an unconsumed alcoholic beverage.

(7) Wrist bands shall be issued to adult patrons who are 21 years of age or older.

(8) All adult patrons consuming an alcoholic beverage within the Common Consumption Area must be wearing a valid and visible wrist band, and no alcoholic beverage may be sold for consumption within the Common Consumption Area but not within the licensed premises unless the patron is wearing a valid and visible wrist band.

(9) All alcoholic beverages provided for consumption within the Common Consumption Area but not within the licensed premises must be served in designated containers sold by the Promotional Association and attached licensed premises. The containers may not exceed 16 ounces and must be disposable. The containers must be marked with a distinct number, so as to be traceable to the original purchaser. Each attached licensed premises shall acquire and maintain a distinct adhesive sticker that states the Licensee's business name in at least 24-point font. Servers shall apply the Licensee's sticker to the beverage container each time an alcoholic beverage is served for consumption within the Common Consumption Area but not within the licensed premises.
[NOTE – The statute requires the cups to be disposable. The statute reads in relevant part: “(1) A promotional association or attached licensed premises shall not . . . (c) Sell or provide an alcohol beverage to a customer for consumption within the common consumption area but not within the licensed premises unless the container is disposable and contains the name of the vendor in at least twenty-four-point font.” C.R.S. § 12-47-909)].

(10) Only approved and designated containers are allowed within the Common Consumption Area, and no outside alcoholic beverages are permitted.

(11) Beverage containers may not be shared amongst individuals.

(12) A clear visible perimeter must be maintained with minimal entrances and exits.

(13) Security personnel must ensure that no alcohol is brought into the Common Consumption Area other than in the approved marked containers.

(14) Security personnel must ensure that the approved marked containers are empty before an individual may exit the Common Consumption Area.

(15) Individuals may not enter an attached licensed premises with an approved beverage container unless the container is empty.

(16) Posted and marked handicapped access must be maintained.

(17) Sidewalks may not be blocked.

(18) Third Street must remain open to police, fire, ambulance and other emergency vehicles, but must be closed to all other vehicle traffic.

(19) A Promotional Association must submit an annual report by January 31 each year, and such report shall include the following minimum information: a detailed map of the Common Consumption Area, the Common Consumption Area’s hours of operation, a list of attached licensed premises, a list of the directors, officers, and Event Manager of the Promotional Association, security arrangements within the Common Consumption Area, and any violation of this Article or applicable State law by an attached licensed premises.

6-8-90. Violations.

Noncompliance with any provision of this Article shall result in the assessment of a penalty to the Event Manager [in the amount of $______]. Violations of this Article shall be cause for suspension or revocation of the attached licensed premises, the Common Consumption
Area license, or decertification of the Promotional Association, as applicable, and may be subject to other enforcement provisions set forth in this Code and in applicable State law.

6-8-100. Fees.

Application, renewal, and licensing fees set forth herein may be amended by resolutions of the Board of Trustees.

5. The additions and amendments to the Town Municipal Code enacted by this Ordinance shall automatically be repealed one (1) calendar year from its date of approval unless otherwise extended by the Board of Trustees.

6. If any other ordinance or parts of ordinances are in conflict with the standards set forth in this Ordinance, they are hereby repealed to the extent of such conflict only.

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

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

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

_______________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk

POSTED:
PUBLISHED:
EFFECTIVE:
Board Trustees Agenda Memorandum

Item No: Attachment: Meeting Date: 01/09/2018

TITLE: Entertainment District First Fridays

SUBMITTING DEPARTMENT: Police Department

ATTACHMENTS:

BACKGROUND

It is our understanding that The Board of Trustees are considering a pilot project called the Entertainment District occurring on First Fridays, which would allow downtown Main Street to be blocked off and open beverages to be allowed by way of a special cup.

The following are our concerns:

In 1998, the Carbondale Board of Trustees created an ordinance banning open beverages in Carbondale. Over the years since, this ordinance helped the police to address associated problems with open alcoholic consumption. It took a fair amount of time to gain general compliance, but we still deal with violations. We feel that this particular special event would make some people think it is alright to have open beverages downtown on non-event dates.

We feel Beer and Wine gardens at our existing special events have largely been successful because the areas of consumption were compact and manageable.

This proposal would create a need for paid security (not volunteers) to monitor and maintain all entry and exits. This would be a significant challenge for downtown Main Street with alleys and open lots creating additional entry/exit points.

The perimeter would need to be visibly defined (perhaps fenced) and we feel it would be a challenge for security to keep its integrity intact. We feel that handicap parking should be marked and provided.
Cups and visible wrist bands should be coded so alcohol violations can be traced and owners easily identified as being 21.

We feel that if open container violations occur, they should be taken into account prior to authorization approval for another event hosted by the same event manager.

First Fridays are generally very peaceful during the events. We believe that the open beverage effects will typically be realized later, after the event, in terms of resources with EMS and law enforcement. We know that excessive consumption of alcohol often leads to a number of issues involving public safety and property crimes. We are concerned about adding events that focus on the serving of alcohol.

We know that of the 98 Carbondale DUI arrests we made in 2017, 12 were made following First Fridays. We have reached out to CSP and the Garfield County Sheriff’s Department to see how First Fridays have impacted them. The Garfield County Sheriff’s Department documented 2 DUIs in the Carbondale area on First Fridays in 2017. Both the CSP and Sheriff’s Department patrol in the area on First Fridays as their resources allow.

We feel that if the board approves this project, a sunset clause should be added so the project may be evaluated in a year.

FINANCIAL: N/A

RECOMMENDATION: Because of these concerns, the Lieutenant and I do not support the open consumption of alcoholic beverages for this project. If the board does approve it, we would prefer it be limited in size to one block.

Prepared By: Chief Schilling and Lieutenant Wurtsmith
## Expense

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<td>Setup</td>
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<td>Cleanup</td>
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<td>Portable Toilets</td>
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## Income

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<td>Non-Profit Sponsors</td>
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<td>Street Vendors</td>
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<tr>
<td><strong>Total Income per First Friday</strong></td>
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<td><strong>Net per First Friday</strong></td>
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* $5/each our cost; we purchase 3,000 cups total, which breaks down to $1,000 cups/ First Friday (June July, August). Our cup soxt for each FF would be $5,000 ($15,00 for all three FF)
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Item No: 8
Attachment: 1
Meeting Date: January 8, 2018


SUBMITTING DEPARTMENT: Managers

ATTACHMENTS: Ordinance #2, Series 2018
Election Calendar

BACKGROUND:

The Town Board requested staff to prepare an ordinance to extend our current Streetscape Mil Levy. The current mil levy expires on 12/31/20.

DISCUSSION:

Ordinance #2, Series 2018 sets an election date of April 3rd for a TABOR question to extend our current Streetscape Mil Levy. The attached election calendar outlines the required TABOR timeframes for notices and pro/com statements.

It is anticipated that the Board will have an agenda item on their 1/23 meeting to review the past expenditures of the Streetscape fund.

Prepared By: Jay Harrington

_____________________________________
Town Manager
ORDINANCE NO. ___  
SERIES OF 2018

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO, APPROVING AN EXTENSION OF A CURRENT MILL LEVY OF 1.5 MILLS THAT WOULD OTHERWISE EXPIRE ON DECEMBER 31, 2020 FOR THE PURPOSE OF CONTINUING A FUNDING SOURCE FOR PUBLIC STREETS, STREETSCAPE, AND RELATED IMPROVEMENTS WITHIN THE TOWN, AND TO PROVIDE FOR THE AUTOMATIC REPEAL OF SAID MILL LEVY ON DECEMBER 31, 2030.

WHEREAS, pursuant to § 31-20-101, C.R.S., an incorporated town in Colorado may levy and collect taxes upon taxable real property within the municipal limits; and increase the Town’s mill levy by ordinance in accordance with state law, so long as such ordinance provides for the submission of any such tax proposal to an election by the registered electors of the town for their approval or rejection at a general election; and

WHEREAS, pursuant to the provisions of Article X, Section 20 of the Constitution of Colorado, voter approval at a general election is required for a tax extension; and

WHEREAS, the next general election is scheduled to be held on Tuesday, April 3, 2018 at which time the ordinance may be approved or rejected by the registered electors of the Town; and

WHEREAS, the Board of Trustees desires to continue a source of revenue for public streets, streetscape, pedestrian safety and related improvements within the Town of Carbondale by the extension of a 1.5 mill levy to real property taxes used for said purposes; and

WHEREAS, the maintenance, development and construction of said public street, streetscape, and related traffic or pedestrian safety improvements within the Town of Carbondale will provide benefits to and improve quality of life for the citizens of the Town of Carbondale and users of such facilities;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO, that the Board of Trustees hereby approves an extension of a 1.5 mill levy for all real property within the Town of Carbondale that would otherwise expire on December 31, 2020.

BE IT FURTHER ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO, that before this ordinance extending this mill levy becomes effective, it shall be submitted to and receive approval of the majority of the qualified electors of the Town of Carbondale at the general election to be held on Tuesday, April 3, 2018. The form of the ballot question shall be as follows:
SHALL AN EXISTING MILL LEVY IN THE AMOUNT OF ONE AND FIVE TENTHS (1.5) MILLS UPON ALL OF THE TAXABLE REAL PROPERTY WITHIN THE TOWN OF CARBONDALE, COLORADO, THAT WOULD OTHERWISE EXPIRE ON DECEMBER 31, 2020 BE EXTENDED THROUGH DECEMBER 31, 2030 SUCH THAT UP TO $272,892 IN REVENUES COLLECTED IN 2021 AND SUCH AMOUNTS AS ARE RECEIVED BY THE TOWN ANNUALLY THEREAFTER, REGARDLESS OF AMOUNT, WILL CONTINUE TO BE COLLECTED, RETAINED, AND SPENT FOR THE PURPOSE OF CONSTRUCTING PUBLIC STREET, STREETSCAPE, AND RELATED IMPROVEMENTS WITHIN THE TOWN, INCLUDING EXPANDED DOWNTOWN PARKING, PEDESTRIAN SAFETY, STREET LIGHTS AND BEAUTIFICATION AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION OR C.R.S. 29-1-201(1)?

YES ___
NO ___

BE IT FURTHER ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, that:

1. This ordinance shall remain in effect only until December 31, 2030, at which time the ordinance shall be automatically repealed.

2. If this ordinance is approved by the registered electors of the Town voting at the regular election to be held on Tuesday, April 3, 2018, it shall become effective January 1, 2021.

3. If any section, paragraph, clause or provision of this ordinance shall be held to be invalid or unenforceable, the invalidity or unenforceability of each section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

4. If this ordinance becomes effective as provided herein, all other acts, orders, ordinances, or parts thereof, of the Town that are inconsistent or in conflict with this ordinance shall be repealed to the extent only of such inconsistency or conflict, such repeal to be effective as of the effective date of the mill levy extension.

5. If this ordinance does not for any reason become effective, or is declared invalid by a court, the provisions hereof shall have no force or effect, and all other acts, orders or ordinances of the Town shall continue to be effective as if this ordinance was never adopted. The repeal of any acts, orders, ordinances, or parts thereof by the terms hereof shall not have the effect of releasing, extinguishing, altering, modifying, or changing, in whole or in part, any penalty, forfeiture, or liability, either civil or criminal, which was incurred thereunder prior to such repeal, and such acts, order, ordinances, or parts thereof shall be deemed and held to be in full force and effect for the purpose of sustaining any actions, suits, proceedings, and prosecutions, either civil or criminal, for the enforcement of such penalty, forfeiture, or liability.
as well as for the purpose of sustaining any judgment, decree, or order which can or may be made in such actions, suits, proceedings, or prosecutions.

6. Upon adoption, this ordinance shall be authenticated by the corporate seal of the Town and the signature of the Mayor and the Town Clerk, shall be recorded in a book and kept for that purpose, and shall be published in a newspaper within the limits of the Town or, if there is none, in a newspaper of general circulation in the Town, all in accordance with § 31-16-105, C.R.S.

INTRODUCED, READ, AND PASSED this ___ day of January, 2018.

THE TOWN OF CARBONDALE

By: ______________________
    Dan Richardson, Mayor

ATTEST:

________________________
Cathy Derby, Town Clerk

POSTED: _________________
PUBLISHED: _______________
EFFECTIVE: _____________
### JANUARY 2018

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Tuesday, January 2 (91 days before)
CRS 31-10-302(2)

Wednesday, January 3 (90 days before)
CRS 31-10-1002

Tuesday, January 9

**TABOR ORDINANCE ON BOT AGENDA**

### FEBRUARY 2018

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Monday January 22 (71 days before)
CRS 31-10-30-302(4)

Monday, January 29 (64 days before)
CRS 31-10-302(4)

Monday, January 29 (64 days before)
CRS 31-10-912

Monday, January 29 (64 days before)
CRS 31-10-303

Wednesday, January 31

**TOC Town Clerk Goal**

Friday, February 2 (60 days before)
CRS 31-10-102.8(5)

**BALLETS TO PRINTER**

County Clerk provides overseas and military voter list

Friday, February 16 (46 day but it's a Saturday so 45)
Colo Const. Art X 20(3)(b)(v)

Friday, February 16 (45 days before it's a Sat.)
CRS 31-10-102.8(2)(a)

Tuesday, February 20

**Deadline to mail overseas ballots**

Tuesday, February 20 (42 days before)

**Las: day for petition reps to file TABOR comments in favor**

Tuesday, February 20

**Las: day to summarize TAEOIR Comments Deliver to County Clerk??**
Friday, March 2
(30 days but it's a Sunday)
CO Const. Article 10 – 20 - 3b

Monday, March 12
(22 days)
CRS 31-10-910(2)(a)

Monday, March 12
(22 days before)
CRS 31-10-910(2)(d)

1-45-108(2)(a) FIRST FCPA REPORT DUE – March 13
(21 days before)
(CRS 1-45-108(2)(a)(I); 1-45-109)
(Reporting Period = Date of Declaration through March 12

Wednesday, March 14
(20 days)
CRS 1-7-908; 31-10-501.5

CRS 31-10-910(1)(b) Last Day to Mail Ballots
Clerk provides supplemental List of voters

Monday, March 19
(15 days)
CRS 31-10-911

Monday, March 19
(15 days)
CRS 31-10-401, 403-405

Thursday, March 23
(10 days before it's a Saturday)
31-10-501(1); 31-10-501(2)
Notice election n paper do it sooner

Thursday, March 29
(5 days before election)
CRS 31-10-205
County Clerk to provide list of registered voters

Friday Before Election
Friday, March 30

(15 days before)

Saturday, March 31
Service Center Open
10 am – 2 pm

Monday, April 2
(1 day before)
31-10-206(2), 901 and 904
31-10-703(2)

Tuesday, April 3 Election Day

Last day for County Clerk to mail notice of TABOR ballot issue election
First day to mail ballots
Ballots must be available in Clerk's Office

1-45-108(2)(a) SECOND FCPA REPORT DUE – March 30
Friday before election
CRS1-45-108(2)(a)
(Reporting Period = March 13 – March 29

1-45-108(2)(a) THIRD FCPA REPORT DUE – May 3
30 Days After - 1-45-108(2)(a)
(Reporting Period = March 30 – April 2

Provide Judges with list of CRS 31-10-1002 absentee ballots
Judges receive supplies;
List of Registered Voters

Clerk delivers electronic voting equip
TOWN OF CARBONDALE
PUBLIC WORKS
511 Colorado Avenue
Carbondale, CO 81623

Board of Trustees Agenda Memorandum

Item No: 9J

Meeting Date: January 9, 2018

TITLE: Waste Hauling Discussion

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: Proposed Ordinance from December 8, 2015, BOT Meeting
Excerpt from December 8, 2015, BOT Meeting
Draft Pitkin County Waste and Recycling Ordinance

BACKGROUND
Chapter 7, Article 3 of the Municipal Code addresses garbage and refuse
regulations. In 2015, the Board discussed possible amendments to the code, but
these amendments were never adopted. During 2017, the Board also had
several discussions related to potential amendments to the code.

DISCUSSION
At the meeting on September 26, 2017, the Board identified the top three
priorities that amendments to the code should address. They were:

- Regulations protecting bears
- Waste diversion and managing our waste stream
- Address the number of trucks on the road

Concurrent with the Town’s discussion of potential code amendments related to
waste hauling, an advisory committee for Pitkin County has been working on
their waste and recycling ordinance. Trustee Bohmfalk attended the most recent
advisory committee meeting on November 29, 2017.

The Town ordinance that was proposed in December of 2015, as well as the
minutes from that meeting, are enclosed for the Board’s review and discussion.

A copy of the draft Pitkin County Waste and Recycling Ordinance is also included
for the Board’s information. It should be noted that this is a draft ordinance and
there is still at least one more committee meeting and a public review and
comment process before this will be presented for approval, so there will likely be
differences between what is in the draft ordinance and what is ultimately
approved by Pitkin County.
RECOMMENDED ACTION
This information is presented for the Board's information and discussion.

Prepared by: Kevin Schorzman

__________________________
Town Manager
ORDINANCE NO. 20
SERIES OF 2015

AN ORDINANCE OF THE TOWN OF CARBONDALE, COLORADO
AMENDING THE TOWN’S SOLID WASTE REGULATIONS

WHEREAS, pursuant to the Town of Carbondale’s police powers and the
Carbondale Home Rule Charter, the Board of Trustees is authorized to regulate refuse
storage, disposal and collection within Town limits; and

WHEREAS, Chapter 7, Article 3, of the Municipal Code sets forth Garbage and
Refuse regulations applicable within the Town of Carbondale; and

WHEREAS, with continued growth of Town, and the advent of new recycling
and composting opportunities, the Town desires to set forth amended regulations to
reduce truck traffic, to limit the number of licenses for commercial garbage and refuse
 haulers operating within the Town of Carbondale, to limit the days upon which garbage
and refuse is collected within Town, and to further encourage recycling and composting
of appropriate materials;

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

1. The title of Chapter 7, Article 3 of the Municipal Code, presently “Garbage and
   Refuse,” is hereby changed to “Trash.”

2. Section 7-3-10 of the Municipal Code is hereby amended as follows:
   a. To add the following definition of “Compostable Material” or
      “Compostables”:

      Compostable Material or Compostables mean any organic material that
      will naturally degrade and that has been designated as commercially
      compostable by the public works director’s regulation in the
      “Compostable Materials List,” and is readily accepted by licensed
      composting facilities, which may include, but is not limited to:

      (1) Animal or vegetable based food scraps resulting from the
          preparation, cooking and serving of food;

      (2) Organic materials, including paper products (without
          plastic coating) and products designed to completely break
          down in a commercial composting facility within 120 days;
(3) Organic yard materials that have been completely segregated from Trash by the generator for the purpose of being composted or otherwise processed through natural degradation into soil amendment, fertilizer or mulch.

b. To add the following definition of “Hauler”:

**Hauler** means any person or entity engaged in commercial hauling of trash, compostable materials, or recyclable materials for residential customers within the Town. All haulers shall be required to obtain hauler permits from the Town as set forth in this Article.

c. To add the following definition of “Recyclable Materials”:

**Recyclable Materials** or **Recyclable** mean any materials that are designated by the public works director in the “Recyclable Materials List” and readily accepted by recycling processing facilities, including newspaper, office paper, brown and clear glass containers, cardboard, plastic containers # 1-7, steel cans and aluminum cans.

c. To add the following definition of “Trash”:

**Trash** means any material to be disposed that is not defined as a Recyclable Material or Compostable Material, including non-recyclable and non-compostable garbage, litter, and rubbish.

ev. To delete the definitions of “Garbage,” “Rubbish, “Junk,” and “Litter” in their entirety.

3. Section 7-3-20 is hereby amended to read as follows (additions are underlined, deletions are in strike-through):

Sec. 7-3-20. Operating services; hauler permits.

(a) Any trash hauler providing residential trash service within the Town shall also provide recycling services to its residential trash customers. The collection of recyclable materials shall be provided no less frequently than every other week and trash haulers shall make recycle bins available to customers upon request. Additionally, on and after June 1, 2016, during all periods when a Class I or Class II licensed composting facility is operating within 60 miles of the Town, any hauler providing residential trash service within the Town shall also offer to provide composting services to residential trash services, either directly or through a separate provider of composting services which has obtained a hauler permit from the Town pursuant to the following sub-section -(b). Before the trash hauler may commence providing trash collection and recycling services to residential trash customers, the
hauler shall apply for and obtain a permit from the Town. The application shall include a written plan for collection of residential trash on a volumetric-based billing system, a statement of the charges proposed to be made to the customer and the plan for recycling. The Public Works Director, in his or her discretion, may approve or disapprove the application. The permit fee shall be as set forth in the Fee Schedule attached as Appendix A to this Code.

(b) Before any hauler may commence providing trash collection, recycling or composting services to residential trash customers, the hauler shall apply for and obtain a hauler permit from the town. The permit fee shall be as set forth in the Fee Schedule attached as Appendix A to this Code. Hauler permits issued by the Town shall be valid for one year. Application for renewal shall be made prior to the expiration of an existing permit. Applications for hauler permits or hauler permit renewals applications and shall be granted or denied by the Public Works Director in his or her discretion. Applications for hauler permits or hauler permit renewals shall include the following information:

(1) Contact information;

(2) US Department of Transportation number (if applicable);

(3) Services offered including materials collected (e.g., trash, recyclables, or compostables) a written plan for collection of residential trash, recycling or composting on a volumetric based billing system, collection method (e.g., regular curbside, roll-off service, etc.), and a description of landfill diversion activities (applications by haulers that intend to provide only recycling services, composting services, or a combination thereof shall include only a written plan for recycling and/or composting, as applicable);

(4) Data on collection vehicles to be operated within the Town;

(5) A list of the state-approved facilities where any hauled materials will be delivered for disposal, recycling or other management;

(6) Insurance certificate verifying general comprehensive liability/automobile coverage; and

(7) A signed affidavit attesting that all vehicles are compliant with applicable local, state and federal safety
and inspections requirements, that all vehicles have required minimum insurance coverage, and that all vehicle drivers are appropriately licensed.

(c) Each trash hauler that provides garbage residential trash collection shall also provide to each residential customer the collection of all of that customer’s recyclable materials, including glass, aluminum, tin, plastic container Nos. 1 and 2 and newspaper, either separated by material or commingled accord to the trash hauler’s directive. The collection of recyclable materials shall be provided no less frequently than every other week and trash haulers shall make recycle bins available to customers upon request. The Town shall not issue more than four total hauler permits to haulers providing residential trash services, nor more than four total hauler permits to any companies that providing only composting services, recycling services, or a combination thereof, at any one time. During the permit period, haulers shall: (1) maintain record of the Town hauler permit in each vehicle and at the company location listed on the application; and (2) sign all vehicles and containers with the company name and phone number.

(d) On or before February 15 of each year, all haulers will provide a written report to the Town of the number of tons of trash, recyclable materials and compostable materials collected from residential customers within the Town from January 1 through December 31 of the prior year. And, on at least an annual basis, all haulers shall also provide each residential customer written educational information on accepted materials for trash, recycling and composting services at that time, and instruction for proper sorting. Such annual notices shall include notification of any rate changes, and information as to any volumetric rate incentives to encourage recycling and composting. All written information distributed to customers shall be in both English and Spanish.

(dg) Nothing in this Section shall be construed as prohibiting any trash hauler from providing separate pricing for special collection of bulky items, yard waste, contaminated recyclables, unscheduled pickup or extra volumes of trash, recyclables or compostables, or more than what was subscribed for with the hauler. Also establishing rules regarding the safe maximum weight of containers as well as pricing for special collection of bulky items or of individual bags of garbage, provided the price of collection of an individual bag of garbage is not less than that of a base unit of periodic garbage collection.

4. Section 7-3-30 is hereby amended to read as follows (additions are underlined, deletions are in strike-through):

Sec. 7-3-30. Collection by producers and outside collectors.
(a) Requirements for Vehicles. Any person hauler transporting trash, recyclable or compostable materials refuse-in or through the Town shall use a contained, enclosed watertight vehicle intended specifically for use as a refuse, recycling or compost collection vehicle with a tight cover so as to prevent offensive odors from escaping or refuse from escaping from the vehicle.

(b) Disposal. No person shall dispose of any trash, recyclable or compostable materials refuse at any location within the Town without the prior written approval of the Public Works Director, except that organic yard materials food scraps may be composted on the site from which they were generated in back yard compost piles/heaps or indoors in proper containers designed to protect public health, contain odors, and deter the attraction of wildlife and domestic animals.

(c) Rules and Regulations. The Public Works Director shall have the authority to make such other reasonable regulations concerning individual collection and storage and/or disposal of trash, recyclable and compostable materials and or otherwise relating to collection, disposal or the hauling of trash, compostable materials, recyclable materials or other landfill diversion services. refuse over the Town streets by outside collectors as he or she shall find necessary, subject to the right of appeal as set forth in Section 7-3-120 of this Article.

(d) Hours of Operation. Trash and refuse haulers, and any persons or entities engaged in commercial hauling of trash, recyclable materials, or compostable materials for commercial customers within the Town, shall be limited to the following hours and days of operation:

(1) Monday through Friday: 7:00 a.m. to 7:00 p.m.

(2) Exceptions will be made for school properties while school is in session to permit collection to begin at 6:00 a.m.

(3) Saturday: 8:00 a.m. to 5:00 p.m.

(4) Sunday: No residential collection, and commercial collection only upon specific request, which shall be for the same hours as a Saturday collection.

(1) Residential Collection:

(i) Areas east of Highway 133:

Tuesdays, seven a.m. to seven p.m.
(ii) Areas west of Highway 133:

Tuesdays or Wednesdays, seven a.m. to seven p.m. (provided that each hauler may only operate within this area on one of these two days, and collection days within River Valley Ranch may differ if permitted by the terms in a contract between the River Valley Ranch Master Association and a single hauler).

(2) Other large community associations:

The public works director may approve additional or different hours or days of residential trash collection within residential developments consisting of at least 50 residences that contract through an incorporated homeowners association for a single hauler to provide service to all lots and residences within that development.

(3) Commercial Collection:

Monday through Friday, seven a.m. to seven p.m.,
Saturday nine a.m. to five p.m.

Exceptions will be made for school properties while school is in session to permit collection to begin at six a.m.

(3) Weather-Related Exceptions:

The Public Works Director may permit collection outside of the above-specified days and hours when inclement weather (e.g., snow) interferes with collection within specified time periods.

5. Section 7-3-40 is hereby amended to read as follows (additions are underlined, deletions are in strike-through):

Sec. 7-3-40. Pricing for Volumetric trash collection and recycling and composting services to encourage landfill diversion.

Private trash haulers providing residential collection services within the Town are required to provide a volumetric trash collection and billing program which is designed to encourage reduction of trash being placed in landfills and to encourage the use of also-provides-recycling and composting services by each residential customer served. Any hauler providing
residential trash collection services within the Town shall charge all residential customers for trash collection on the basis of volume of trash collected, with volume to be measured based upon the capacity of the container(s) used by the customer. Haulers may charge for collection of recyclable or compostable materials by flat rate or by volume.

6. If any other ordinance or parts of ordinances are in conflict with the standards set forth in this Ordinance, they are hereby repealed to the extent of such conflict only.

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

INTRODUCED, READ AND PASSED this ___ day of ____________, 2015.

THE TOWN OF CARBONDALE

_______________________
Stacey Patch Bernt, Mayor

ATTEST:

_______________________
Cathy Derby, Town Clerk

APPROVED AS TO FORM:

_______________________
Town Attorney

Posted: __________________
Published: ______________
8213240_4
Trustee Meeting Minutes
December 8, 2015

Trustee Merritt made a motion to approve the First Amendment to Master Subdivision Improvements Agreement including SGM’s letter identifying the outstanding improvements. Trustee Hoffmann seconded the motion and it passed with:

5 yes votes: Hoffmann, Merritt, Bernot, Byars, Hobbs
2 no votes: Zentmyer, Harvey

ORDINANCE NO. 19, SERIES OF 2015 – AMENDING THE LIGHTING ORDINANCE

Jay explained that the Board requested that the 2003 Lighting Ordinance be revised and brought up to date. Aaron Humphrey of Alpenglow Lighting Design revised the current code after identifying the areas weak on enforcement and lacking regulations for newer technologies (i.e. LED bulbs).

Discussion ensued and the Board made the following points:

- They are supportive of dark sky concept
- Eliminate the three (3) complaints clause
- Want a specific date for pre-existing, non-conforming uses to be brought into compliance
- The Board would like to see test cases for variable signs and uplighting

The Board directed staff to draft an ordinance addressing sign lighting for consideration at their January 12, 2016 meeting.

ORDINANCE NO. 20, SERIES OF 2015 – AMENDING TRASH ORDINANCE

Jay explained that staff and the Environmental Board have been working for over a year on updating the Town’s Waste Hauling Ordinance. The current draft consolidates hauling days, limits the number of haulers (4 per type), requires that composting be offered as an option and does not require haulers that collect only recyclables or compostables to meet all of the requirements of residential trash haulers and annual reporting requirement have been expanded.

Discussion ensued and the following points were made:

Trustee Zentmyer feels that composting should be required if there is a collection facility within 50 miles.

Trustee Hoffmann favors composting. He noted that holidays should be listed as an exception in Section 7-3-30.

Trustee Byars wants “water tight” truck to be a requirement for vehicles under Section 7-3-30. Trustee Byars requested that Section 7-3-10 2 a. (1) to be amended to non-animal food scraps.
Trustee Meeting Minutes
December 8, 2015

Trustee Merriott favors: a single hauler, volumetric pricing, and composting. Reducing
the waste stream is a big deal and this ordinance is a good start.

Trustee Hobbs stated this ordinance is a good first step, he is willing to require
composting but the compost needs to go to a proper facility (Pitkin County). He favors
volumetric pricing but the ordinance will need to be specific.

Mayor Bernot likes this ordinance. If we add more requirements we will need to have
more public dialogue. We also need to think about affordability.

Mayor Bernot opened the meeting to public comment.

Lance Benninghoff, representing Waste Management, stated that he is concerned that
the ordinance will result in price increases because more services will require haulers to
buy more trucks which equates to more capital costs for them. Approximately 30% of
town residents do not have trash service. He asked what the Town is going to do to
make people have trash service. He asked the Board to look at Aspen’s price structure.

Jason White, member of the Environmental Board stated the question is how the
Town’s citizens feel about waste diversion and how far are they willing to go to support
it. He is willing to wait and “let things play out.” This is not a sustainable ordinance, it is
an organizational ordinance. Pitkin County is undertaking a 10 year Solid Waste
Diversion Plan Study and they are willing to include Carbondale. There will be a lot
more data forthcoming. Jason asked Laurie Batchelder Adams, whose firm is doing the
study, to look at the ordinance and she did not like it. Jason suggested that the Town
partner with CORE and Pitkin County on a public awareness campaign to reuse and
reduce. If we pass this ordinance and it doesn’t feel right it won’t be a living product.
We should wait and roll out an ordinance in a more holistic form.

Scott Eden, Mountain Waste and Recycling, stated he believes this is a great
ordinance. The 10 year plan will help everyone. Scott noted that Laurie works on the
front range where there is a plethora of waste facilities. If a policy is made to require
volumetric pricing the costs will go up. Scott believes that volumetric pricing won’t work
here due to the lack of facilities.

Trustee Merriott left the meeting.

Trustee Byars made a motion to Approve Ordinance No. 19, Series of 2015 with the
following amendments: fix typo, require water tight trucks in Section 7-3-30, amend
Section 7-3-10 2 a. (1) to read non-animal food scraps and include holidays as an
exception in Section 7-3-20. Trustee Hobbs seconded the motion and it failed with:

3 yes votes: Byars, Hobbs, Hoffmann
3 no votes: Zentmyer, Bernot, Harvey
Trustee Meeting Minutes
December 8, 2015

Trustee Zentmyer made a motion to Approve Ordinance No. 19, Series of 2015 with the following amendments: composting shall be mandatory, fix typo, require water tight trucks in Section 7-3-30, amend Section 7-3-10 2 a. (1) to read non-animal food scraps and include holidays as an exception in Section 7-3-20. Trustee Hobbs seconded the motion and it failed with:

3 yes votes: Zentmyer, Hobbs, Hoffmann
3 no votes: Bernot, Harvey, Byars

The Board agreed to have a discussion on waste diversion in the spring. Mayor Bernot suggested the Trustees have a discussion with the Environmental Board at their annual check-in meeting and hold a broader community discussion.

ADJOURNMENT

The December 8, 2015, regular meeting adjourned at 10:25 p.m. The next regularly scheduled meeting will be held on December 22, 2015, at 8:30 a.m.

APPROVED AND ACCEPTED

______________________________
Allyn Harvey, Mayor Pro Tem

ATTEST:

______________________________
Cathy Derby, Town Clerk
AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO, REGARDING WASTE AND RECYCLING IN
PITKIN COUNTY

Ordinance No. ___-2018

IT IS HEREBY FOUND by the Board of County Commissioners of Pitkin County, Colorado, after public hearing
held upon notice that:

1. In February of 1991 the Board of County Commissioners published Ordinance 91-1 and
promulgated Chapter 6.16 of the Pitkin County Code defining licensing requirements for waste
haulers to establish minimum standards for the collection of Solid Waste in Pitkin County.

2. Collection services and pricing structures that incentivize the separation of Recoverable Materials
from the waste stream in Pitkin County are necessary to maximize the useful life of the Pitkin County
Landfill and to reduce the consumption of non-renewable resources, and thereby protect the public
health and welfare.

3. Residential and commercial generators of Solid Waste need to separate Recoverable Materials to
allow effective collection in a safe and efficient manner.

4. Solid Waste Haulers operating within unincorporated Pitkin County must be registered to protect
the health and welfare of the public and landfill employees in the following aspects:

   a. Solid Waste haulers within Pitkin County, through their collection and hauling activities
      constitute a significant component of the traffic upon County Roads and State Highway 82
      within this County, contributing to the deteriorating air quality in the Roaring Fork Valley,
      overcrowding and unsafe road conditions.

   b. County control of all aspects of landfill operations and facilitation of recycling practices to
      extend the landfill’s useful life and protect the public health and welfare requires the ability
to direct and control Solid Waste haulers operating within the County to promote separation
of Recoverable Materials from Trash.

5. Unregulated dumping and accumulation of Solid Waste on public and private lands within Pitkin
County is unsightly and constitutes a present danger to the public health and welfare.

6. **CRS Sections 30-15-401 (1)(a)(IV) and (1)(a)(V) provide the Pitkin County Board of Commissioners
with the authority to regulate Solid Waste haulers and adopt other requirements necessary to
promote the public health and welfare.**

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pitkin County, Colorado, as
follows:

Section 1 - Definitions.
The following words, terms and phrases when used in this ordinance shall have the meanings ascribed to them in this Section 1:

a. **Centralized Collection Facility** - The term "centralized collection facility" shall be defined as any facility that provides Solid Waste collection services to multiple Solid Waste generations in a central location, but does not have to specifically serve a Group Account. A drop site for Trash or Recoverable Materials collection shall be considered a centralized collection facility.

b. **Commercial Customer** – The term "commercial customer" shall be defined as any premises located in unincorporated Pitkin County where a commercial, industrial or institutional enterprise is carried on including without limitation retail establishments, restaurants, hospitals, schools, day care centers, office buildings, nursing homes, clubs, churches and public facilities. Any customer, other than Residential Customers, is considered a commercial customer.

c. **Container** – The term “container” shall be defined as any rigid cart or Container that is provided by or to customers for placing Solid Waste for collection by Registered Haulers. Containers shall be further defined as:

i. “Small” if their volume capacity ranges from 30 to 39 gallons

ii. “Medium” if their capacity ranges from 60 to 69 gallons – two Small Containers may provide the equivalent of a Medium Container

iii. “Large” if their capacity ranges from 90 to 99 gallons – a mix of Small and Medium Containers may provide the equivalent of a Large Container

iv. “Extra Large” if their capacity ranges from 1- to 4-cubic yards

v. Other if they are a Dumpster or roll-off with greater than 4-cubic yard capacity

d. **County Manager** - The term “county manager” shall defined as the Pitkin County Manager.

e. **Group Account** - The term “group account” shall be defined as any customer account for Solid Waste collection services from multiple Residential Customers or Commercial Customers that share collection Containers, regardless of the method by which collection services are contracted or arranged and regardless of whether customers are managed or owned by the same enterprise, but shall exclude an account for service arranged by a single property owner for collection of Solid Waste from multiple locations owned by that property owner.

f. **Hauler** – The term “hauler” shall be defined as any private individual or entity who provides a service to collect and haul Solid Waste for another for compensation.

g. **Hazardous Materials** – The term “hazardous materials” shall be as defined in the United States Hazardous Materials Transportation Act (49 USC Section 5101).
h. **Landfill** – The term “landfill” shall be defined as the Pitkin County Landfill located at the Pitkin County Solid Waste Center, and shall not be construed to reference other regional disposal facilities.

i. **Organic** – The term “organic” shall be defined as carbon-based material that is biodegradable into stable, odorless materials such as compost or mulch, and may include but is not limited to food scraps, compostable paper and products, yard waste, clean wood and some sludges. At a minimum, organics shall include those materials designated by the County Manager.

j. **Qualified Facility** – The term “qualified facility” shall be defined as a facility that arranges for or causes the recovery of one (1) or more Recyclable or Organic materials including items for reuse, remanufacturing, reclaiming, recycling, mulching, composting or other action, and is compliant with any local, state and federal standards that may be established to regulate or designate such facilities.

k. **Recoverable Material** – The term “recoverable material” shall be defined as any material that can be reused, remanufactured, reclaimed, recycled, mulched, composted or other action that allows the resource to be conserved. At a minimum, Recoverable Materials shall include those Recyclables and Organics designated by the County Manager.

l. **Recyclable** – The term “recyclable” shall be defined as a discarded or waste material that can be reused, remanufactured, reclaimed or recycled but not including recycled auto parts or excluded scrap metal that is recycled, or scrap that is composed of worn out metal or a metal product that has outlived its original use. At a minimum, Recyclables shall include those materials designated by the County Manager.

m. **Registered Hauler** – The term “Registered Hauler” shall be defined as any Hauler with a current operating registration issued by Pitkin County.

n. **Residential Customer** – The term “residential customer” shall be defined as an individual or individuals at a residential property located in unincorporated Pitkin County for which an individual Trash Container is employed for Trash collection service and shall exclude multiple properties or residences who share a Trash Container for Trash collection service.

o. **Solid Waste** - The term “solid waste” shall be defined to include garbage, refuse, Recyclable material, sludge from a water treatment plant, water supply treatment plant, air pollution control facility or other discarded material including solid, liquid, semi-solid or gaseous material resulting from industrial or commercial operations or from community activities but excludes; [note: this is the state statutory definition of solid waste]

  i. Any solid or dissolved materials in domestic sewage
  
  ii. Agricultural wastes
  
  iii. Solid or dissolved materials in irrigation return flows
  
  iv. Industrial discharges which are point sources subject to permit under the provisions of the Colorado Water Quality Control Act
v. Materials handled at facilities licensed pursuant to the provisions on radiation control

vi. Exploration and productions wastes except as such wastes may be deposited at a commercial Solid Waste facility

vii. Excluded scrap metal that is being recycled

viii. Shredded circuit boards that are being recycled

p. Solid Waste Manager – The term “solid waste manager” shall be defined as the Pitkin County Solid Waste Manager.

q. Special Events – The term “special events” shall be defined pursuant to Pitkin County’s Land Use Code Chapter 11.

r. Trash – The term “trash” shall be defined as any Solid Waste excepting Recoverable Materials.

s. Volume-Based Service Rates – The term “volume-based service rates” shall be defined as residential Trash and Recyclables collection rates that are based on the Trash Container size and collection frequency and intended to provide equitable service pricing and an incentive for landfill diversion. Customers with smaller Containers/low collection frequency pay less in a volume-based system than customers with larger containers/high collection frequency.

t. Wildlife Protection – The term “wildlife protection” shall be defined as those requirements for Trash Containers, Organic Containers or Container areas that make them inaccessible to wildlife and in compliance with Pitkin County Code 6.44.

Section 2 – General.

a. Permanent Exemptions – The following individuals or entities are exempted from the provisions of this ordinance and regulations promulgated hereunder:

i. A civic, community, benevolent or charitable non-profit organization that collects, hauls and markets Recoverable Materials solely for raising funds for a charitable, civic or benevolent activity

ii. An individual or agent thereof who transports only the Solid Waste that person generates

iii. A property owner or agent thereof who hauls Solid Waste left by a tenant upon such owner’s property so long as such property owner does not provide collection service for compensation for tenants on a regular or continuing basis

iv. Demolition or construction contractors who produce and transport Solid Waste directly associated with demolition, excavation or construction activities by dump truck or in trailers hauled by private vehicles
v. The Pitkin County organization and employees thereof who transport Solid Waste generated by the organization, from public Containers or at Special Events [or City of Aspen, Town of Snowmass Village, Town of Basalt, Town of Carbondale]

b. Illegal Dumping or Accumulation - It shall be unlawful for any individual or entity to dump, allow to be deposited or accumulate any Solid Waste upon any public or private property in unincorporated Pitkin County other than at the Landfill, in any public right-of-way, or upon the alleys behind or the sidewalks or roadways in front of said properties, including construction sites but excepting industrial tracts of ten (10) or more acres and agricultural lands currently in agricultural use pursuant to CRS Section 31-15-401 (1)(a)(I).

c. Litter and Odor - Every owner or occupant of premises within unincorporated Pitkin County shall keep the area within ten (10) feet of their Solid Waste storage facility free of Solid Waste materials. Any person or entity transporting Solid Waste within unincorporated Pitkin County shall prevent any Solid Waste from falling or blowing from any Container or collection vehicle and shall use a watertight vehicle with a tight cover to prevent offensive odors.

d. Containers – All Solid Waste Containers shall be of a sufficient capacity and collected at a frequency to allow Container lids to fully close, to prevent material overflow outside of the Container and to prevent any public health danger, fire danger or inhibition of the public right-of-way. Containers shall be maintained in a clean and sanitary condition. It shall be unlawful for any individual or entity to knowingly designate or represent any Container as having a volume different from said Container’s capacity and to place said Container for collection.

e. Ashes – Any solid residue left from burning combustible materials shall be placed in a suitable container separate from other Solid Waste.

f. Recoverable Materials Management – It shall be unlawful to mix Recoverable Materials with other Solid Waste or to dispose of Recoverable Materials by any means other than at a Qualified Facility.

g. Recyclable Ownership – All Recyclables placed for collection shall be owned by and be the responsibility of the Residential Customer or Commercial Customer until collection has occurred, and then shall become the property and responsibility of the Registered Hauler. No person other than the customer or Registered Hauler shall take possession of any Recyclables placed for collection.

h. Wildlife Protection Requirements – All Solid Waste shall be placed for collection in compliance with Pitkin County Code 6.44 Wildlife Protection.

Section 3 – Hauler Registration.

a. Registration Requirement – No individual or entity shall haul Solid Waste within unincorporated Pitkin County without first being registered by the County.

b. Operating Registration – An annual operating registration shall be issued to Solid Waste haulers who meet the minimum requirements of this ordinance and regulations promulgated hereunder. A registration shall not be assignable or transferable, and upon assignment or transfer, shall become
null and void. All information reported through the licensing process will be treated as confidential commercial documentation under the Colorado Open Records Act CRS Section 24-72-201. Application submittals shall include:

i. A completed application

ii. Customer service and facility information on the registration reporting form provided by the County including:
   • An annual report of Trash and Recoverable Material tons collected during the previous calendar year excepting the calendar year preceding the first registration period following the effective date of this Ordinance
     o From all customer accounts
     o From customer accounts within unincorporated Pitkin County using the estimation standard provided by the County for mixed loads
     o Weight estimates using volume-to-weight conversion factors provided by the County
   • List of customer account types and services available to each account type
   • List of Container options, rates and service charges applicable for each account type
   • Name and address of disposal facilities and Qualified Facilities where Trash and Recoverable Materials are delivered for disposal, recycling or other management

iii. Information for each vehicle used to collect and transfer Solid Waste within or through unincorporated Pitkin County including license plate and US Department of Transportation number if applicable.

iv. Copy of customer service notices pursuant to this Ordinance and regulations promulgated hereunder

v. Insurance certificate(s) verifying minimum insurance coverage and including Pitkin County as an additional insured and appropriate endorsements:
   • Commercial General Liability policy with $1,000,000 per occurrence; $2,000,000 general aggregate; $2,000,000 products/completed operations aggregate including premises/operations, contractual liability, independent contractors and subcontractors, broad form property damage and personal injury coverage
   • Commercial Automobile policy with $1,000,000 combined single limit for any vehicle
   • Endorsements CA 99 48 Broadened Transportation Pollution Liability for vehicles (all vehicles) and MCS 90 for Motor Carrier Policies of Insurance for Public Liability (if any Hazardous Materials will be hauled)

vi. Signed affidavit that all vehicles are compliant with applicable local, state and federal safety and inspection requirements, that all vehicles have required minimum insurance coverage and that all vehicle drivers are appropriately registered

vii. Annual registration fee of $250 per vehicle
viii. Maintenance of County registration verification in each vehicle and at the company location listed on the registration application

ix. [Requirement for Pitkin County registration by municipalities where appropriate]

c. Operational, Service or Rate Changes – It shall be unlawful for any Registered Hauler to fail to provide written notification to the County Manager prior to the implementation of any change to customer account types, services provided to each account, rates or surcharges (if any) for its Residential Customers or Commercial Customers. [i.e., must provide notice if rates & other services changes]

d. Inspections – All Registered Hauler vehicles are subject to inspection by Pitkin County to verify compliance with this ordinance and regulations promulgated hereunder pursuant to CRS Section 30-15-401 (1)(a)(III).

e. Records – All Registered Haulers shall maintain accurate and complete records pursuant to any direct or underlying activities associated with the requirements of this ordinance and regulations promulgated hereunder for a period of three (3) years from the end of the calendar year of such records except for paper records of route sheets which shall be maintained for one (1) year from the end of the calendar year of such route sheets.

f. Audits – All Registered Haulers shall make its records available to the County Manager for audit during regular business hours for the verification of compliance with annual registration submittals, this Ordinance and regulations promulgated hereunder. All such information shall be treated as confidential commercial documents under the provision of the Colorado Open Records Act CRS Section 24-72-201.

g. Outstanding Fines – No registration will be issued to any new hauler or renewed to any Registered Hauler in the instance of outstanding fines associated with non-compliance with any Pitkin County ordinance or regulation.

Section 4 – Hauler Service Requirements.

a. Collection Service – Registered Haulers shall provide, or verify that customers have provided, at least one (1) Trash and one (1) Recyclables Container to each customer except those customers who expressly decline a Recyclables Container:

i. In offering or arranging for service, Registered Haulers shall provide each customer with a reasonable description of the full range of Trash and Recyclables Container options, volume-based rates and service surcharges, and shall provide that customer's requested Container and level of service

ii. Each Residential Customer shall select their level of service from at least two (2) Trash Container capacity options that shall include a Small Trash Container, and be provided a Recyclables Container that has at least a Medium Container capacity
iii. Residential Customers shall be able to change their Trash Container size at least once per year at no additional cost

iv. Customers shall be provided with Containers of known volume capacity or if the customer provides their own Containers, shall be provided by the Registered Hauler with labels or other system that identifies Trash, Recyclables or Organic materials and denotes the capacity for each Container, and it shall be unlawful for any Registered Hauler to transport Solid Waste that has not been placed for collection through such a system or in Containers upon which such labels have not been attached

b. Recycling Collection Service – Registered Haulers shall provide Recyclables collection to all Trash Customers regardless of the Trash Container size, of placement at the curb or of placement in a Centralized Collection Facility:

i. Residential Customer recycling service shall include the capacity of at least a Medium Container and be provided at the same frequency as Trash collection unless recycling service includes the equivalent capacity of more than one (1) Large Container

ii. Commercial Customer recycling service shall include a Container volume capacity that is at least as one-half (1/2) of the total Trash service volume based on the size of all Containers and frequency of collection provided to each customer

iii. Registered Haulers shall give the hauling of Recyclables and Organics (if any) to all customers the same priority as is given to the hauling of Trash

c. Organics Collection – It is encouraged but not required that Registered Haulers provide or arrange for the provision of Organics collection from Residential Customers and Commercial Customers. At such time as the County Manager establishes a minimum list of Organics for collection, Containers shall be provided in general accordance with this ordinance and regulations promulgated hereunder.

d. Volume-Based Service Rates for Residential Customers – Registered Haulers shall charge all Residential Customers for the total cost of Trash and Recyclables collection based on the Trash Container size and collection frequency. The base unit for all rates shall be a volume equal to a Small Trash Container and no greater than 39 gallons. The rate for each subsequent unit shall be no less than the rate for the base unit:

i. Registered Haulers may charge any rate for the base unit of service

ii. The customer rates for Trash and Recyclables collection service may be itemized separately for billing purposes, but shall not be reduced to exclude the cost of recycling service [does not require bundling costs on bills], and each customer bill shall include a statement identifying the requirement for Recyclables collection using wording provided by Pitkin County
iii. It shall be unlawful for a Registered Hauler to divide or diminish customer charges for the provision of Trash and Recyclables collection service at the request of said customer when the customer expressly declines a Recyclables Container or for any other reason.

iv. In addition to the volume-based rate for the base unit of service, Registered Haulers may assess a flat monthly fee that may be charged to Residential Customers regardless of whether Solid Waste materials are placed for collection during that month to cover fixed operation costs, but any flat fee shall not be more than seventy-five percent (75%) of the base unit rate for a single Small Trash Container and both volume-based and flat fees shall be clearly shown on each customer bill.

v. For Group Accounts, Registered Haulers shall provide Trash collection service in a manner that results in a selection by each individual Residential Customer of a level of service from the range of volume and rate options, and shall negotiate a written contract confirming compliance with this ordinance and regulations promulgated hereunder unless a temporary exemption is approved.

e. Service Surcharges – Surcharges assessed on any customer to cover fluctuating operating costs outside of the Registered Hauler’s control such as fuel costs or market-based recycling fees shall not exceed twenty five percent (25%) of the base unit rate for a single Small Trash Container on each billing invoice and all service charges shall be clearly shown on each customer bill.

f. Recyclables Contamination – It shall be unlawful for Registered Haulers to dispose of Recyclables by any means other than at a Qualified Facility unless the Recyclables are contaminated with at least twenty five percent by volume (25%) non-Recyclables. Registered Haulers may refuse to service any Recyclables Container with twenty five percent (25%) or more contamination by volume and shall not be required to credit any customer for such refused service, or may elect to service same Recyclables Container as a Trash Container and bill the customer accordingly.

g. Trash Overloading – It shall be unlawful for Registered Haulers to service an overloaded Trash Container that does not fully close or allows trash outside of the Container unless the Registered Hauler accounts for and bills the customer at a rate that is proportional to that customer’s rate for a single Small Trash Container.

h. Vehicle Overloading – Registered Haulers shall comply with State of Colorado vehicle weight limitations pursuant to CRS Sections 42-4-507 and 42-4-508. [CO State Patrol enforces on SH 82 & other state roads — county sheriff’s dept does not enforce on local roads — therefore enforcement has not been addressed beyond this paragraph]

i. Customer Education – Registered Haulers shall notify customers of the provisions and guidelines related to this ordinance and regulations promulgated hereunder. All notification and guidelines shall be distributed by electronic mail or hard copy delivery to the customer account address:

i. Customers shall receive a written service notification of Solid Waste Container options, Volume-Based Service Rates and service surcharges upon initial provision of service, within ninety (90) days prior to any rate change or prior to any customer deadline for
notifying Registered Haulers of their intent to change service or opt out of Trash and Recyclables collection service, and by December 31st of each year.

ii. Each Residential Customer and Commercial Customer shall be provided by their Registered Hauler with guidelines for the safe and effective separation of Recoverable Materials from Trash that is provided by the County and is developed jointly with Registered Haulers.

iii. Notices and guidelines for Group Accounts may be sent to the group representative provided that such notice identifies the representative's obligation to notify all individual customers or users of the service of the provision of Recyclables collection service.

j. Nothing in this ordinance shall be construed as prohibiting Registered Haulers from also establishing rules regarding the safe maximum weight of Containers or other features necessary to protect the safety of customers, employees or others.

k. Nothing in this subsection shall be construed as prohibiting any Registered Hauler from assessing separate charges for overloaded Trash Containers, unscheduled Trash collections, changing Container sizes more frequently than once per year, contaminated Recyclables, Organics or bulky item collections.

l. Subcontractors or Agents – If a Registered Hauler elects to perform collection of Solid Waste through subcontractors or agents, such relationship shall not relieve said hauler of the responsibility for compliance with this ordinance and the rules promulgated hereunder.

m. Material Delivery to Pitkin County Solid Waste Center – Registered Haulers shall deliver Trash to the Pitkin County Solid Waste Center with exceptions based on mutual approval by both the Registered Hauler and the County Manager for maintaining an environmentally sound method of solid waste management or when the Center is closed due to extreme weather or other extenuating circumstances. It shall be unlawful to deposit Trash at any facility that is not appropriately certified, permitted or licensed. All Recoverable Materials shall be delivered to a Qualified Facility.

Section 5 – Residential Customer and Commercial Customer Requirements.

a. Collection Service Requirement - Each Residential Customer and Commercial Customer of Solid Waste that originates in unincorporated Pitkin County shall provide his or her own means of collection from a Registered Hauler. Group Accounts with a Trash collection service contract whose effective date precedes the effective date of this ordinance are not required to obtain Recyclables collection service from a Registered Hauler until the end of their current contract term or eighteen (18) months from the Ordinance effective date, whichever occurs first.

b. Trash Containers Requirement – It shall be unlawful for any owner or occupant of a residence or group of residences or any Commercial Customer to fail to provide at least one (1) Trash Container for said property.

c. Recyclables Collection Requirement – The separation and placement for collection of Recyclables shall be required of all Residential Customers and Commercial Customers.
i. The owner or occupant of any residence or group of residences shall establish an on-site collection area and Containers for Recyclable Materials that are convenient to occupants and tenants, and shall secure collection services from a Registered Hauler

ii. Residential Customers may opt out of Recyclables collection service but shall be charged for the minimum level of service in a Medium Container by the Registered Hauler that provides their Trash collection service

iii. Commercial Customers shall provide recycling directly to employees and customers wherever Trash Containers are provided in con with containers and at a frequency that prevents Recyclables being mixed in with Trash unless a temporary exemption is approved

iv. It shall be the responsibility of all Commercial Customers to ensure that Trash Containers do not contain Recyclable materials and, if so designated by the County Manager, shall not contain Organic materials

v. Commercial Customers shall provide employee training at a frequency and with those means, tools and multi-lingual materials needed to effectively communicate the requirements for complying with this Ordinance and regulations promulgated hereunder within a reasonable time of hiring and at least annually thereafter using tools designated by the Commercial Customer, the Registered Hauler or Pitkin County

d. Organics Collection – If the County Manager establishes a minimum list of Organic Materials for collection, Residential Customers and Commercial Customers shall provide Containers and collection service from a Registered Hauler. Nothing in this subsection is intended to negate the requirements of any other Ordinance of regulation governing the collection of any type of Organic Material.

e. Temporary Customer Exemptions – A temporary exemption of up to twelve (12) months for the recycling requirements of this Ordinance and regulations promulgated hereunder may be granted upon receipt of a written request and approval by the County Manager:

i. A temporary exemption may be approved for a Residential Customer or Commercial Customer who;
  • Declines to utilize Recyclables collection service due to extreme space constraints
  • Uses a Recyclable Container space that is not safely serviceable, which shall mean significantly less safe to service than the customer’s Trash Container
  • Self-hauls Recyclables to a Qualified Facility
  • Uses a different Registered Hauler for the collection of Trash and Recyclables
  • Does not generate recyclables
  • Will violate another Pitkin County code or regulation, or state of federal regulation if required to separate Recyclables for collection

ii. A Commercial Customer not generating Recyclables equal to at least one-half (1/2) of the volume of Trash service based on the Trash Container size and collection frequency
Section 6 – Violation and Penalties.

a. Upon the determination of the Pitkin Environmental Health Department, County Public Works Department, Sherriff’s Office, Fire Marshal or their respective designees that the owner of any parcel of property within unincorporated Pitkin County has permitted the dumping, deposition or accumulation, or blowing of Solid Waste on public or private property or from a Container or collection vehicle, which shall be a Class 2 petty offence pursuant to CRS 30-15-401, a violation notice will be issued, clean-up actions may be taken and the fines in Section 6.a.ii assessed.

b. Residential Customer and Commercial Customer violations of this Ordinance and regulations promulgated shall be assessed according to the following schedule of fines; [BOCC adoption of fines supported by CRS 30-15-401]

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c. Wildlife Protection Violations – Penalties for violations of Pitkin County Code 6.44 Wildlife Protection may be assessed per that regulation.

d. Registered Hauler Violations – It shall be a misdemeanor for any individual or entity to haul Solid Waste pursuant to this ordinance and any regulation promulgated hereunder in unincorporated Pitkin County without first having obtained a registration for operation. Each separate collection service at each customer location or deposit at the Pitkin County Solid Waste Center or other facility without a registration shall constitute a violation of this requirement and may be punishable by ninety (90) days in the County jail in addition to monetary fines according to the following schedule of fines: [BOCC adoption of fines supported by CRS 30-15-401]

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Section 7 – Procedures for Adoption of Regulations and Standards.

a. The Pitkin County Manager is authorized to adopt rules and regulations necessary to implement this ordinance. Any regulation shall be subject to approval of the Board of County Commissioners and shall be made subject to a public notification, appeal and approval process.

b. The Pitkin County Manager is authorized to establish standards and guidelines necessary to effectuate the implementation of this ordinance and regulations promulgated hereunder. The standards and guidelines will be developed after consultation with Registered Haulers and the public, and will be available for review at the County Manager’s office. Registered Haulers, Residential Customers and Commercial Customers shall comply with standards and guidelines which will be reviewed regularly by the County and amended as appropriate.
Section 8 - Effectiveness.  
Should any section or sections of this ordinance be determined by a Court of competent jurisdiction to be unconstitutional or invalid for any reason, then that section or sections shall be deemed severable and the remaining provisions of this ordinance shall continue in full force and effect.

Section 9 – Effective Date.  
The effective date of this ordinance and regulations promulgated hereunder shall be January 1, 2019.

Section 10 - Publication.  
This Ordinance may be published upon final adoption by title and short outline only.

INTRODUCED, FIRST READ, AND SET FOR PUBLIC HEARING ON THE ___ DAY OF __, 20__.

SET FOR SECOND READING AND PUBLIC HEARING ON THE ___ DAY OF __, 20__.

NOTICE OF PUBLIC HEARING PUBLISHED IN THE ASPEN TIMES ON THE ___ DAY OF __, 20__.

APPROVED AND ADOPTED UPON THIRD READING AND CONTINUED PUBLIC HEARING ON THE ___ DAY OF __, 20__.

PUBLISHED AFTER ADOPTION IN THE ASPEN TIMES ON THE ___ DAY OF __, 20__.

ATTEST:

______________________________
Ingrid Grueter
Recording Manager

______________________________
Jon Peacock
County Manager

BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO

BY:

______________________________
Patti Clapper, Chairman

DATE: __________________________

______________________________
Cathy Hall
Solid Waste Director

______________________________
Brian Pettet
Director of Public Works

APPROVED AS TO FORM:

______________________________
John M. Ely
County Attorney

ORD - 13

Version 3 Dec 2017 Draft
Board of Trustees Agenda Memorandum

Item No: 10
Attachment: K
Meeting Date: 1/9/18

TITLE: Garfield County/Town Snowmass Drive Sidewalk Agreement

SUBMITTING DEPARTMENT: Town Manager

ATTACHMENTS: Intergovernmental Agreement between the Town of Carbondale and Garfield County Regarding Snowmass Drive

BACKGROUND:
The Town Board discussed the possibility of partnering with the County on building a sidewalk/path along the portion of Snowmass Drive located in Garfield County at our joint work session this past June. The Board indicated this was a priority during the 2018 budget process.

DISCUSSION:
Town Staff has been diligently working with County Staff since July to develop an IGA to have the County cover the cost of building the sidewalk (and associated improvements) and have the Town maintain that portion of Snowmass Drive outside of Town. As per the IGA, the County will cover the cost of the improvements of approximately $297,000 and the Town will maintain the road and improvements until they are annexed into the Town of Carbondale. The Town will also provide snow removal on White Hill Road. The Town will contract and manage the construction. A copy of the IGA and associated exhibits are attached.

The County Commissioners are considering the Intergovernmental Agreement at their 1/8/18 meeting.

RECOMMENDATION:
Town Staff recommends the Board of Trustees approve the following motion, “Move to approve the Intergovernmental Agreement between the Town of Carbondale and Garfield County Regarding Snowmass Drive”.

Prepared By: Jay Harrington

JH
Jay Harrington
Town Manager
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CARBONDALE, COLORADO AND GARFIELD COUNTY, COLORADO REGARDING SNOWMASS DRIVE

This INTERGOVERNMENTAL AGREEMENT (referred to herein as the "AGREEMENT") is entered into this _____ day of ____________, 20___, by and between the TOWN OF CARBONDALE, COLORADO, a Colorado home rule municipal corporation (hereinafter referred to as the "Town"), and the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO (hereinafter referred to as the "County").

WHEREAS, the County is the owner of that certain real property located in Garfield County as described on Exhibit A attached hereto and incorporated herein by this reference, which consists of portions public roads known as Snowmass Drive, Sopris Avenue, and White Hill Road (hereinafter referred to as the "County Portion of Snowmass Drive", the "County Portion of Sopris Avenue" and the "White Hill Road"); and

WHEREAS, Section 29-1-203, C.R.S., as amended, authorizes and enables governments of the State of Colorado to enter into cooperative agreements or contracts; and

WHEREAS, the parties desire to set forth an agreement concerning their respective rights and responsibilities concerning maintenance of and improvements to these roads, and to establish mutual understanding concerning the Town’s future annexation of the County Portions of Snowmass Drive and Sopris Avenue; and

WHEREAS, the Town’s annexation of the County Portions of Snowmass Drive and Sopris Avenue would be consistent and compatible with and further the Town’s goals as set forth in the Town of Carbondale’s Comprehensive Plan adopted in January 2013 and the Town’s other annexation policies; and

WHEREAS, although both parties share a desire to provide for future annexation of the County Portions of Snowmass Drive and Sopris Avenue into the Town, and for the Town to ultimately assume ownership and maintenance responsibility for these roads, as currently configured the County Portions of Snowmass Drive and Sopris Avenue do not have requisite contiguity (at least 1/6th) with lands within the Town that is required by Colorado state statutes in order for a municipality to annex an unincorporated area; and

WHEREAS, pending the establishment of requisite contiguity in order for the Town to have the right to annex the County Portions of Snowmass Drive and Sopris Avenue as depicted on Exhibit A, and to establish the same as being part of and within the Town’s corporate limits, the parties wish to establish an interim agreement concerning the sharing of responsibilities concerning installation of public improvements (pedestrian and bike path as depicted in
Exhibit B), maintenance of these public improvements and police enforcement with regard to these roads, as well as for the Town to assume responsibility for winter maintenance (i.e. snowplowing) of White Hill Road up to the cattle guard shown on Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and each and every act to be performed hereunder by them, the Town and the County covenant and agree as follows:

1. **Annexation.** This Agreement is intended to set forth the parties' understanding and agreement for the Town's future annexation of the County Portions of Snowmass Drive and Sopris Avenue pursuant to the Municipal Annexation Act of 1965, as amended ("the Act"). Within one year following the date when the combined area within the County Portions of Snowmass Drive and Sopris Avenue have the requisite 1/6th contiguity with Town boundaries currently required by Colorado state law to support an annexation, the Town shall prepare, the County shall execute, the necessary applications and documentation to initiate annexation, and the parties agree in good faith to undertake the necessary and proper processes, public notices, notifications, and public hearings in order for the Town to consider annexation of the County Portions of Snowmass Drive and Sopris Avenue. Prior to annexation, the County shall provide the Town with any existing agreements or easements in the County's possession pertaining to any third-party rights in the County Portions of Snowmass Drive and Sopris Avenue. Then, upon completion of annexation, the parties intend that the County Portions of Snowmass Drive and Sopris Avenue shall become Town street rights-of-way, and that the Town shall own fee title to these lands. Upon request by the Town, the County shall also execute any further documentation that may reasonably be required to confirm Town ownership of these road rights-of-way after completion of annexation.

2. **Land Use Procedures.** The processing of the annexation application by the Town will be in accordance with its planning schedule and consistent with the terms and conditions set forth herein and the requirements and provisions of the Town's Municipal Code and annexation policies. The parties agree to use good faith efforts to process these applications to final approval. The parties recognize and agree, however, that certain legislative, judicial, or quasi-judicial acts by the Town are necessary to effectuate the approvals contemplated herein. It is not the intent of this Agreement to bind the Town to undertake or make such municipal acts or to limit public participation in hearings or to limit public remedies regarding such acts. Rather, it is the intent of this Agreement to describe certain municipal processes and the results currently anticipated by the parties, in order to facilitate the annexation process.

3. **Utility Services.** No water service, sewer service, or the need for any other utility service is contemplated to be necessary to serve the property to be annexed by the Town pursuant to this Agreement, nor are any fees or other dedications for water, sewer or other utility service contemplated herein.
4. Improvement and Maintenance Obligations.

a. **New Sidewalk and Retaining Wall.** Prior to the Town’s annexation of the County Portion of Snowmass Drive, the parties wish to facilitate the construction and maintenance of a new sidewalk and retaining wall along the east side of Snowmass Drive between Main Street and the existing trail/path just south of White Hill Road as specified in details contained in Exhibit B attached hereto. Within 180 days of mutual execution of this Agreement, the Town shall procure a design and cost estimate for these improvement for review and approval by the County. Upon County approval, the Town shall contract for the installation of these improvements, and oversee their construction, provided that the County shall pay the contractor for the work or timely reimburse the Town for all costs related to the same. Upon completion of the improvements specified in this paragraph 4.a, and acceptance of the same by the County and the Town, all maintenance of said improvements shall become the responsibility of the Town.

b. **Maintenance of County Portions of Snowmass Drive and Sopris Avenue.** The County shall continue to regularly maintain the County Portions of Snowmass Drive and Sopris Avenue as County roads pending completion of the improvements specified above in paragraph 4.a. Upon the Town’s assumption of maintenance responsibility for the improvements specified above in paragraph 4.a, the Town shall also assume responsibility for maintenance of existing roadways within the County Portions of Snowmass Drive and Sopris Avenue, which areas shall be regularly maintained by the Town in the same manner as other Town streets.

c. **Maintenance of White Hill Road.** Upon the Town’s assumption of maintenance responsibility for the improvements specified in paragraph 4.a, above, the Town shall also assume winter maintenance responsibility for the portion of White Hill Road shown on Exhibit A extending from its intersection with Snowmass Drive up to the cattle guard near St. Mary of the Crown Catholic Church. Said winter maintenance shall include snow removal and sand/salt applications, but not additional maintenance such as road repair or improvements. The Town shall store snow plowed from White Hill Road along the sides of the County road right of way for White Hill Road. With the limited exception of the Town’s assumption of responsibility for winter maintenance responsibilities specified herein, the County shall continue to regularly maintain all other aspects of White Hill Road.

5. **Traffic Control/Police Enforcement.** The Town shall remain responsible for police and traffic enforcement upon all dedicated Town streets, and the County shall remain responsible for the same as to all designated County roads. The Town shall not assume responsibility for police enforcement upon the County Portions of Snowmass Drive and Sopris Avenue unless and until said areas are annexed into the Town’s municipal limits, and the County shall remain responsible for police and traffic enforcement on White Hill Road.
6. **Additional Matters of Cooperation and Implementation.** It is the express intent of the parties to cooperate and diligently work to implement annexation processes that are necessary or appropriate in connection with the approval and implementation of this Agreement. The Town and the County will use their good faith efforts to reach agreement on all additional issues in an effort to ensure annexation of the County Portions of Snowmass Drive and Sopris Avenue consistent with this Agreement. In the event of any legal or equitable action or other proceeding instituted by a third party, the parties hereby agree to cooperate in defending said action or proceeding. This agreement shall not be interpreted to create any third-party beneficiaries or any rights to enforcement by any person not a party hereto.

7. **Term.** The term of this Agreement shall commence upon the date hereof and shall extend until all of the commitments hereunder are satisfied.

8. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9. **Amendments, Changes, and Modifications.** This Agreement may be modified or amended only upon written agreement authorized and executed by the Town and the County.

10. **Applicable Law.** This Agreement shall be governed in accordance with the laws of the State of Colorado.

11. **Annual Appropriations/Authority.** The obligations of the parties under this Agreement are subject to the appropriation of any necessary funds by their governing boards. The persons signing this document represent that they each have the authority of their respective board.

12. **Non-Waiver of Governmental Immunity.** No provision of this Agreement shall be construed as a waiver or abrogation of, or an intent to waive or abrogate, any of the monetary limitations or any other rights, immunities or protections afforded to either party or their respective directors, officials, officers, agents, and employees, by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101, *et seq.*, as it may be amended from time to time.

[signatures on following page]
THE TOWN OF CARBONDALE, a
Colorado home rule municipality

By: ________________________________
    Dan Richardson, Mayor

ATTEST:

_____________________________________
Cathy Derby, Town Clerk

THE BOARD OF COUNTY
COMMISSIONERS OF GARFIELD
COUNTY, COLORADO

By: ________________________________
    John Martin, Chair

ATTEST:

_____________________________________
County Clerk
EXHIBIT A

MAP OF COUNTY PORTIONS OF SNOWMASS DRIVE AND SOPRIS AVENUE, AND PORTION OF WHITE HILL ROAD AS TO WHICH TOWN WILL UNDERTAKE WINTER MAINTENANCE

EXHIBIT A
EXHIBIT A-INSET A

Snowmass Trail Agreement
- Sopris Avenue ROW
- Snowmass Drive ROW
- Main Street ROW
- White Hill Road Maint.
- Inset A
- Inset B
- Inset C
EXHIBIT A-INSET B
EXHIBIT A-INSET C

- Snowmass Trail Agreement
- Copris Avenue ROW
- Snowmass Drive ROW
- Main Street ROW
- White Hill Road Maint.
- Inset A
- Inset B
- Inset C
MAP SHOWING WHERE PATH/RETAINING WALL WILL BE CONSTRUCTED ALONG SHOWMASS DRIVE

LEGEND
- PARTIAL DEPTH SAW CUT
- PROPOSED CS OVAL LINE
- TEB: TEMPORARY CONSTRUCTION EASEMENT BOUNDARY
  - TEMPORARY CONSTRUCTION EASEMENT ZONE
  - FULL ASPHALT DEMO/REPLACE SECTION
  - MILE EXISTING ASPHALT TO 2" DEPTH
  - NEW CONCRETE SIDEWALK
  - DEMO/REPLACE EXISTING COLORED CONCRETE

START NEW PATH AT INTERSECTION OF COUNTY RD. #6 AND SHOWMASS DR. CONNECT TO EXISTING SIDEWALK

INSTALL REAL ROCK RETAINING WALL AS NEEDED
CONTRACTOR TO CONTACT REAL ROCK FOR SUBMITTAL

SEND LID AND REPLACE EXISTING COLORED CONCRETE

PROPOSED CONCRETE SIDEWALK WITH CURB AND GUTTER SEE TYPICAL SECTION

HANDI CAP "WALK"

PROPOSED CROSS WALK WIDOW ASPHALT SHOULDER
BOARD OF TRUSTEES MEMORANDUM

Meeting Date: January 09, 2018
Item: 11

TITLE: Website Re-design Proposal & Social Media Communications Plan

SUBMITTING DEPARTMENT: Administration

ATTACHMENTS: Revize Proposal with Quote

BACKGROUND
The Board of Trustees expressed interest in upgrading the Town’s website during the 2018 budget process.

DISCUSSION
The municipal government web design market is very much a niche market. Government websites have broad needs as individual departments operate with very specific and different public goals. Upon weighing the options, staff believes it best to commission the services of an established government web designer. Established government web designers have established platforms, which are based on industry best practices. They also have specific prebuilt applications or modules that are already meeting the needs of hundreds of municipalities making the lead time into going live with a new website shorter. Web design companies considered were: Revize, CivicLive, EvoGov, GovOffice, Footsteps, Statewide Internet Portal Authority (SIPA), Intechnic, and CivicPlus.

Website Redesign: Along with the Town Webmaster, Laurie Lindberg, Town staff found Revize to be a fiscally responsible choice that will meet all Town needs and fill current gaps. Revize quoted $10,584 for a custom designed website, and $1,800 per year in hosting fees starting year two. Every four years Revize will redesign the Town website at no additional cost (see attachment A).

Revize (www.Revize.com) is a leading municipal web design company based in Michigan, who has built more than 1,200 government websites in the United States. There are a number of benefits in going with an established government website designer that has a strong portfolio in this niche market. Namely, access to industry best practices on an established platform, a seamless and organized design with “one-click” navigation, a simplified migration process, an easy to use CMS which will reduce staff time preforming updates, and a 16 – 21 week lead time into going live with the new site.
While the current Town of Carbondale website (www.CarbondaleGov.org) has served its purpose(s) well, an upgrade is in order. The current design presents issues with navigation and organization in relation to its outdated design; issues, which can be resolved with an upgrade. Comparatively, Revize websites speak for themselves:

- Bristol Bay Borough
- Logan, Utah
- Hollister, Missouri
- Glencoe, Illinois

The new custom designed website will have elements of the above referenced sites, plus a few additions to meet our specific needs. Every 4 years, Revize will redesign our website at no additional cost, keeping it fresh and up to date. Other current Revize Colorado clients are:

- City of Ouray
- City of Holyoke
- City of Gunnison
- City of Sterling
- City of Canyon City
- City of North Glen
- Bent County
- Prowers County
- Elbert County
- The Arvada Fire Protection Service
- Town of Milliken

**Social Media:** Revize has simple solutions for the integration of social media applications that will change the way the Town utilizes social media to communicate with the public. Including, a social media sharing application on the right side (see City of Gunnison County), and social media icons at the top (see City of Auburn Hills). With a social media sharing application, citizens can share news and event information directly from our website with others on their social media pages with two clicks.

The Town currently utilizes five Facebook pages, one Instagram page, and one Twitter page.

- Facebook – Town of Carbondale
- Facebook – Police Dept.
- Facebook – Public Works
- Facebook – Public Arts Comm.
- Facebook – Recreation Dept.
- Twitter – Recreation Dept.
- Instagram – Recreation Dept.

In researching practices of other Colorado Towns and Cities, staff found it customary for Towns to have more than one social media page to meet the growing needs of specific social groups within the community. Attached, is a current copy of the Town’s Social Media use policy (see attachment B). It is staff’s intent to continue current practices, and encourage departments to post information 1-3 times weekly; if, there is news to report. Postings will continue to include information about news and events, emergency notifications, and snow plow information.

A Revize website can include a live social media feed(s) on the home page (e.g. http://www.stpete.org/) or on individual webpages (e.g. http://www.stpete.org/visiting_the_city/). Revize also offers a module that will push news about events to our social media Facebook page automatically.
RECOMMENDED MOTION
Town Staff recommends the Board of Trustees move to approve the commissioning of a Revize Custom Design website as outlined in the Revize Web Services Sales Agreement.

Prepared by: P. Angie Sprang

________________________________________
Town Manager
WEBSITE PROPOSAL FOR

Town of Carbondale, Colorado

Prepared by Joseph J. Nagrant
1890 Crooks Rd, Troy, MI 48084
Ph: 248-269-9263 x16 Fax: 866-346-8880
www.revize.com December 28, 2017
Pricing good for 30 days
Dear Angie Sprang, Jay Harington, and the Board of Trustees,

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It’s a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What’s more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

“Our innovative solutions are custom-tailored to meet the needs of each individual client.”

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry’s best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.
Government clients select Revize because we can help them

- Effectively engage residents.
- Enhance their web presence and build an online communications center at a substantially lower cost than our competition.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

“Revize Websites build engagement with your constituents.”

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community’s website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,

Joseph J. Nagrant
Sales and Business Development Director
248-269-9263 x16
Joseph.Nagrant@revize.com
# Table of Contents

- **About Us**  
  - Our Innovative Responsive Web Design (RWD) and Web Apps  
  - Here you will find the communication tools you need such as  
  - Our Award-Winning Government CMS  
  - Quick Deployment, Personalized Training and Support  
  
  **Company Profile**

- **Revize Organization Chart**  
  - Top Ten Reasons Why Revize gives you the Greatest Value!  
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  - Marketing & Ongoing Consultation  
  - Search Engine Registration and Marketing  
  - Security  
  - Security Controls and Protocols  
  - Application Security Authentication  

- **Government Account References**  

- **Revize Quote - Revize Custom Design**  
  - The Following Applications & Features will be integrated into Your Website Project  

- **Staff Productivity Apps**  

- **Thank you**
Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly.

In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

With more than 1,200 government clients nationwide, Revize Software Systems is one of the industry’s eminent providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you’re not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.
Here you will find the communication tools you need such as

- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Track

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client’s needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.

Did you know?

Our technical and development staff holds a variety of certifications and has a combined 50 years experience.
Company Profile

<table>
<thead>
<tr>
<th>FOUNDED</th>
<th>HEADQUARTERS</th>
<th>PHONE</th>
<th>WEB SITE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1995</td>
<td>1890 Crooks Road, Troy, MI</td>
<td>248-269-9263</td>
<td><a href="http://www.revize.com">www.revize.com</a></td>
</tr>
</tbody>
</table>

Revize Software Systems was founded in June, 1995 as a “new media” development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 1200 clients in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

“The empowerment of people through simplified information management technologies.”

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many municipalities choose Revize to develop and cost-effectively manage their website
content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information - ensuring that the right people always have the right information at the right time.

“We are proud of our award winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry’s top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.”

Did you know?
Revize websites have received over 100 web awards in the last 5 years alone making us #1 in awards received.
Why Choose Revize?

We Have Government Specific Experience and Outstanding Client Testimonials

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there’s no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

We Will Build a Government Communication Center that Works for Your Community!

The Revize website design, Government CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and Government applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

“We Build Superior Technology into Every Website with CMS Performance & Reliability That’s Second to None.”
What sets Revize apart from other companies? Revize’s superior technical architecture, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today. By ensuring our client’s data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center’s tape back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community’s website.

“We Always Provide Knowledgeable, Friendly and Responsive Service!”

All this, and a reliable IT partner too! Our website development is superior, and our Government CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry’s best. We also provide a sophisticated backup infrastructure which allows us to guarantee 99.99 percent uptime. Plus regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come. The Client Owns the CMS License and the Code!

We often hear the question: “What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?” The answer is 100% NO! As our client, you own the template source code, the CMS, and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning. If you decide to run the CMS in your own server, we can transfer the CMS license and software to your server as you own the license and you can run it from your server as long as you want.
Top Ten Reasons Why Revize gives you the Greatest Value!

- Modern, timeless and unique website design integrated with online Government apps
- On-time delivery
- Competitive pricing
- Responsible stewardship of the organization’s stakeholders
- Full functionality to update and manage your website
- All the tools/apps needed to increase communications with citizens
- An easy CMS to train employees quickly
- Extended phone and email support
- Unlimited Upgrades: Revize provides unlimited FREE upgrades to new and existing modules at no additional cost to you.

1,200+ satisfied government clients

Once you invest in Revize, you will receive free upgrades and feature enhancements for life.

“The Revize responsive website design is second to none for us providing an excellent experience for the growing number of residents, visitors and businesses accessing WylieTexas.gov on mobile devices. Our website’s progressive look captures the vibrant culture of our community.

— Craig Kelly, Public Information Officer, City of Wylie, TX

Did you know?
Revize CMS is the most advanced CMS in the government web design industry with over 15 years of development.
“The Revize responsive website design is second to none for us providing an excellent experience for the growing number of residents, visitors and businesses accessing WylieTexas.gov on mobile devices. Our website’s progressive look captures the vibrant culture of our community.”

— Public Information Officer, Wylie, TX
Awards & Accolades

We were thrilled with the outcome of our website redesign project. The Revize team was professional and responsive throughout the process.

- Stephanie Teoli Kuhls, Township Manager, Middletown Township
Revize provided a dynamic website platform for Genesee County. It allowed us to apply the best practices for counties in conveying vital information to citizens and businesses.

Jamal Powell – IT Systems Manager, Genesee County, Michigan
“Visiting the Genesee County website to find the information I needed was easy, user-friendly and a breeze.”

- Patrick Glenn

“When I wanted to open my new shop everything I needed was at my fingertips on the city of St. Petersburg website.”

- Emily Hunter
The Revize Solution

Project Planning and Setup

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client’s level of engagement preferences.

We don’t utilize a “one size fits all” approach because it doesn’t make sense.

However we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

Dedicated Accounts Manager: Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

Dedicated Project Manager: Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.
24/7/365 Project Portal Access: From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

“We guarantee the best support in the industry that’s 24/7 365 by the trained developers & technicians”

Did you know?
Revize has launched over municipal 1200 websites both small and large.
# Revize Eight-Sets & Go Live

## Project Timeline

<table>
<thead>
<tr>
<th>Phase</th>
<th>When</th>
<th>Duration</th>
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<tbody>
<tr>
<td>Phase 1: Initial Meeting, Communication Strategy, SOW</td>
<td>Weeks 1 thru 3</td>
<td>3 Weeks</td>
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<tr>
<td>Phase 2: Discovery &amp; Design</td>
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<td>5 Weeks</td>
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<tr>
<td>Phase 3: Template Development, CMS Integration</td>
<td>Weeks 9 thru 11</td>
<td>3 Weeks</td>
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<tr>
<td>Phase 4: Module Setup</td>
<td>Weeks 12 thru 14</td>
<td>3 Weeks</td>
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<td>Phase 5: Custom Development</td>
<td>Weeks 15 thru 16</td>
<td>2 Weeks</td>
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<tr>
<td>Phase 6: Quality Assurance Testing</td>
<td>Week 17</td>
<td>1 Weeks</td>
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<tr>
<td>Phase 7: Sitemap Development / Content Migration</td>
<td>Weeks 18 thru 20</td>
<td>3 Weeks</td>
</tr>
<tr>
<td>Phase 8: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation</td>
<td>Week 21</td>
<td>1 Weeks</td>
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<tr>
<td>Go-Live (Average)</td>
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<td>16-21 Weeks</td>
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</tbody>
</table>

**Did you know?**

Revize was the first to bring Responsive Modern Web Practices to the government industry.
Revize Project Life Cycle

Phase 1: Initial Meeting, Communication Strategy, SOW
Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site, Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting.

The questionnaire addresses various issues such as:

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site? etc..

Phase 2: Discovery & Design
If there is client approval, we will collect feedback from the residents on the new design layout by setting up an online survey with a set of standard questions. The survey questions need to be approved by the client prior to our adding a link from your current website. This link can also be distributed through other channels like email, newsletter or any other form of communications you might be using to stay in touch with your residents. Usually there is a 1- to 2-week survey period.
Once survey results have been tabulated and your needs have been determined, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It’s about uncovering how your audience wants to be informed, and applying our 20+ years of web design and development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning design!

**Revize Design Principles**

The Revize Web Application Developers are not only responsible for the look, functionality, and performance of your website. They are also responsible for the security of the web content and web-based applications they create. They ensure that the code supports secure authentication and authorization, and provides access control mechanisms as required.

Good design principles are always based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Our designers also pay meticulous attention to their use of shadows and gradients. To the layman’s eye there may not appear to be a shadow, however on the website the font will appear sharper (or maybe softer depending on the amount of shadow used).

Of course color cannot be overlooked. Our designers first take the client’s preferences, official logo colors, and pictures into consideration to create a color scheme consisting of no more than three colors. We then use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Last but not least is effective use of page elements such as call to action buttons, social sharing icons, email newsletter sign-up, and promotion areas. The ultimate goal is to provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer’s job to guide the client in making appropriate placement choices for needed items.
**Revize Design Trends**

There are some exciting new design trends, and Revize is always on the cutting edge, implementing the best of these innovations in our websites. We are especially pleased at how effectively they are proving to be in increasing engagement in government websites.

**#1 Responsive Web Design** - The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. With the substantial increase in smartphone and tablet users today, people are going online using a vast number of devices with wildly different screen sizes. Our websites offer this very important feature of easily and cleanly conforming to computer, tablet, and mobile device screens.

**#2 Liquified Content** - This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your community’s content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

**#3 Image Tiles** - This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a very visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging site visitors to comment or reply to items from directly within the image tile. This is an especially useful option for web pages promoting tourism.

**#4 Parallax Scrolling** - This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.
**#5 Innovative Typography** – This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

**#6 Social Feeds** – With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

“Over the past 20 years, Revize has mastered the art of designing government websites.”

**Key Phase Objectives & Deliverables:**

The following steps are followed while designing new sites

- **Establish Needs and Creative Direction:** Understand your objectives and requirements, and provide recommendations for effective online branding pertinent to your requirements, existing branding and your web audience’s needs. The Revize designer will also conduct his own research in order to capture the character and “feel” of your area, which will inspire ideas for the overall design direction of the website.
- **Main Menu Navigation & Home Page Wireframes:** Work with you to establish a main-level navigational architecture and identify key items accessible from your home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe*) for the home page.

- **Page Layout and module placement:** We will follow all the best practices to layout the different features and modules so that they can be easily accessed by your residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.

**Please Note:** The home page “wireframe” will simply serve as a realistic guideline in terms of content placement, but will not include the final text nor final imagery for this phase. Please see a sample wireframe to concept development snapshot in the next page.

**Did you know?**
Revize is one of the fastest growing web design companies.
Wire Frame to Concept

• **Design Deliverable:** The design concepts for this phase will be based on one or possibly two home page layouts. The client will review and provide design feedback to the designer for changes. Revize asks that clients have no more than three iterations of changes up to the point that the final concept is approved.

• **Final Home Page Sign Off:**
  When all changes have been made, Revize will present your final home page design and layout for approval. Customer approval
  • is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.

• **Final Inner Page Sign Off:**
  When all changes have been made, Revize will present your final inner page designs and layouts for approval. Customer approval is required to proceed to the next phase, when the actual HTML & CSS is written.
Phase 3: Template Development, CMS Integration
First, the Revize development team will transform the approved designs from mere pictures into fully-functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API is provided to clients with our Advanced Training Program.

Phase 4: CMS Modules Setup
In this phase, all of the features and modules the client has requested will be set up, e.g. calendar, document center, picture galleries, alert center, e-Notify, etc. are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and you will receive all future updates to modules at no additional cost.

Phase 5: Custom Functionality Development
In this phase and according to your specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with your technical staff to obtain information and test information exchange and application functionality. This phase may overlap phases 2 - 4.

Phase 6: Quality Assurance Testing
In our testing phase, we ensure that your website meets functionality, performance and security standards. Our QA team uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, we perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. We also ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.
**Phase 7: Content Development / Content Migration**

Revize will develop all of the pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website.

There are no limits to the number of pages you can create after you have gone through training.

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

**Phase 8: Training Your Staff (in-person or web based training)**

Once your website is ready for you to begin editing, you will be able to easily revise your content as often as needed. Revize will train you on how to operate the Administrative and Content Editor functions so you can manage your website. We typically provide this training on-site; however, we can also provide on-line training for your staff if you prefer. For your convenience, training materials can be downloaded from the Revize website. After training, our friendly and responsive support staff is always here to answer questions and provide training refreshers as needed.
Standard Training Agendas

Basic Administrator Training (How to)
- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

Content Editor Training (How to)
- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

Advanced Administrator Training (How to)
- Run back-end reports
- Run Google Analytics reports

Training on use of specific Modules included, such as
- Emergency Notification Center
- Public Service Request App
- Web Calendar
- E-Notify
- Quick Links
- Document Center
- Form Center
- News Center
- Frequently Asked Questions
- Request Center
- Bid Posting Center
- Job Posting Application
- RSS
- And more....

**Revize Maintenance Covers**

- 4 CMS upgrades per year
- Software and modules upgrades (Automatic Install)
- Server Hardware & OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly newsletters on major feature updates
- Regular Webinars on CMS features and usage

**Did you know?**

Revize has launched over municipal 1000 websites both small and large.
Hosting Service

Revize has four state-of-the-art physical data centers located in Chicago, Detroit, San Diego and Houston with around-the-clock (24/7/365) monitoring of all server activities. Remote data backups are scheduled nightly with Carbonite data backup service. Additionally, Revize utilizes multiple Tier 1 bandwidth providers such as Level 3, Wiltel, and Cogent for redundancy and continuous connectivity. These procedures provide our clients with up to 500Mbps of fast fiber optic up-stream connectivity.

Revize hosts your web services on redundant (1TB Hard Drive, 3.2 GHz CPU and 32 GB RAM) servers in order to provide enhanced performance, as well as accurate security and data restoration for your website. The Revize technology architecture physically separates the CMS from the website in order to provide another layer of redundancy. With this model, we keep an up-to-the-minute exact duplicate of your website in the event your site must be restored. Revize support staff will simply republish your site within a guaranteed two hours (as opposed to the several hours or days timeframe our competitors offer).

“Revize provides clients with unlimited data storage server space for each website.”

Revize will host both your Extranet and Intranet; your Intranet is secure and only accessible by authorized users through a login system.

There are no special software requirements to run a Revize hosted website and CMS solution. We make it all very simple. All you need is an internet connection and a browser. We also provide complete maintenance of your website, which includes but is not limited to: OS patches, intrusion prevention, antivirus, and software upgrades.
Final Phase: You Go Live!
At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

Marketing & Ongoing Consultation
Revize seizes on every effort to make our clients’ sites highly visible. We draft press releases for posting on our website and for distribution locally, and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site’s exposure.

Search Engine Registration and Marketing
Revize will input all the targeted keywords to make your web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on your site.

Security
Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.
Security Controls and Protocols

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS

Application Security Authentication

- Role-Based Security: Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- Permission-Based Security: Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
- Global & Department Workflow Management: Create workflow management and approval processes where authorized department personnel become approvers

Did you know?
Revize launched over 300 websites last year alone.
**Maximum Response Times**

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

**Revize Support**

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...

**Software Maintenance**

Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

“As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.”
Revize Technology Architecture

The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Revize Intelligent Publishing WCM

“Security, Performance, Redundancy”
Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

Thomas Jean
Government Subject Matter Expert/Proposal Manager

As a Government Subject Matter Expert, business development and account executive, Thomas has brought to Revize a very special skill set. Not only does he sell Revize products and services, he is also a genuine subject matter expert when it comes to the inner workings of government. As an elected Township Trustee in Genesee Township Michigan, he knows the advantages that come with modernizing the way government does business. Additionally, he serves as President of a registered 501c3 non-profit organization, Genesee Forward, that promotes community development. With his unique background as an elected official, president of a non-profit organization, and education from one of the nation’s top universities, Thomas is uniquely experienced to give an honest and accurate assessment of your community’s website needs.

- **Philosophy:** As a township trustee, I know the challenges that elected officials face and what is important to them. I very much enjoy helping them by showing them all of the advantages of modernizing a community’s technology.
- **Education:** BS degree in Political Science from University of Michigan; studied under top government academics.
- **Expertise:** Business development, business management, government procedure, public affairs, community development.
- **Role on your website project:** Account and client management
Joseph J Nagrant
Business Development Director

Joseph is an accomplished professional internet and website design consultant with more than 20 years of successful business development and account management leadership experience. He has worked with well over 400 townships, cities, counties, educational institutions, companies, and non-profit organizations. He’s a foremost expert in translating technical solutions into compelling living websites and other online community building opportunities. Additionally, he is a board member for Mott Community College (Flint, MI) MTEC Center, IT Advisory Council, Education Advisory Group. He also participates in many government discussions regarding the Internet for government use, including being a frequent guest on WDET (NPR) public radio and in The Detroit News. He has an excellent reputation for building and sustaining effective, long lasting client relationships.

- **Philosophy:** “Always put yourself in the client’s shoes and do what is best for them.”

- **Education:** BS in Electrical Engineering, Lawrence Tech University, MS in Business, Central Michigan University.

- **Expertise:** 29+ years of project, sales and marketing experience with government, education, corporate, and non-profit organizations.

- **Role on your website project:** Supervisor of account management between client and project team.

Ray Akshaya
Technical Director

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client’s chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client’s vision and best practices for developing the system.

- **Philosophy:** “Work Hard, Help People and Live Honest.”
• **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge

• **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps

• **Role on your website project:** Technical Director

**Samir Alley**
Creative Director

Samir has more than a decade of experience in managing web site design projects. He has deployed 360+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client’s unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

• **Philosophy:** “Empathy, Focus, and... Impute”

• **Education:** BS in Computer Science, Wayne State University

• **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.

• **Role on your website project:** Graphic design of website and backup support.

**Tom Gooden**
Website Developer / Graphic Designer, Illustrator

Tom is a senior front-end developer and designer with Revize with more than 10 years of experience in website development. He is highly skilled in his ability to leverage the latest technologies to create fast and innovative web solutions. He commands an intense, yet light-hearted creative presence at Revize, producing excellent design work.

• **Philosophy:** Design and development are constantly evolving, and learning new methods and practices gives me a “geeky” excitement. What I truly enjoy most is that I can create what is considered to be art, but at the same time serves a very functional purpose.
• **Education:** Associate Degree in Computer Science, Oakland Community College.

• **Expertise:** Skilled in Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.

• **Role on your website project:** Graphic design of website and backup support.
Denise Brazier
Project Manager/Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state’s quality committee evaluating organizational policies and procedures for recognition.

• **Philosophy:** “Always explain things in the terms of your audience to ensure their understanding”

• **Education & Training:** MS in the Art of Education from Marygrove College. Certification in Secondary Education

• **Expertise:** Training, education, teaching, public affairs and project management.

• **Role on your website project:** Trainer for the Content Management toolset and project manager

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**Did you know?**

Revize has launched over municipal 1200 websites both small and large.
Revize Government CMS User Interface

1. Revize CMS User Interface Home Page

2. Users simply browse to a page that they want to edit, select the Login button, and then insert their Login Name and Password into a login screen as shown below.
3. Edit buttons appear on the page after the Login executes. Based on users roles/permissions, the appropriate buttons are displayed.

The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a “Word Like” editor.

After the page is “saved”, the page can be sent to an approver for review or immediately published to the web site.
Government Account References

**Client: City of Morristown, TN**  
Pavel Plasencia, IT Director  
Office: (423) 585-1832  
Email: pavel@nymorristown.com  
Website: www.nymorristown.com

**Client: City of Wylie, TX**  
Craig Kelly, Public Information Officer  
Office: (972) 516-6016  
Email: craig.kelly@wylietexas.gov  
Website: www.ci.wylie.tx.us

**Client: City of Wentzville, MO**  
*Kara Roberson, PIO*  
Office: (636) 639-2004  
Email: Kara.Roberson@wentzvillemo.org  
Web: www.wentzvillemo.org

**Client: Bristol Bay, AK**  
Geoff Doland, IT Director  
Phone: (907) 246-4224  
Email: geoffdoland@bristolbayboroughak.us  
Website: www.bristolbayboroughak.us

**Client: City of Logan, UT**  
Jeff Compton, IT Manager  
Office: (435) 716-9050  
Email: jeff.compton@loganutah.org  
Website: www.loganutah.org
Government Project Experience

Logan, Utah
www.loganutah.org

Open Branding, Video Intro, Responsive Web Design with EDC Center

Details: Logan, Utah is a highly desirable and well-planned community that wanted a website to show off its character and increase resident communications. It has an intuitive layout that guides the web visitor to important information while delivering ease of use among the community.

Features: Events Calendar, Document Center, Alert Center, Sliding Feature Bar, Changeable Rotating Photo Gallery, FAQ, eNotify, Print This Page, Email This Page, etc.
City of Ouray, Colorado - Outdoor Recreation Capital of Colorado
www.cityofouray.com

Responsive Web Design

Details: Mountain city website design to make you feel like you want to go there! As well as feel like you are part of the community right from the home page. Also doubles as a Tourism website. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage!

Features: Members Center, Event Calendar, Document Center, Quick Links, Citizen Request Center, Advanced Photo Gallery, Language Translator, Community Alerts and Social Media
City of Hollister, Missouri

www.cityofhollister.com

Open Branding, Video Intro, Responsive Web Design

Details: The City of Hollister design masters bringing together the beauty of the city with a Home Page “Hero” Image and straight forward connection to everyday resident information. The website not only functions as a community engagement center but has special SEO attraction for resident open transparency! You must visit this website yourself on your PC.

Wylie, Texas
www.wylietexas.gov

Responsive Web Design – TAMIO Award Winner

Details: City website designed to make you feel like you are in this charming community. The website not only functions as a community engagement center but has special SEO attraction for tourism interests with easy navigation!

Features: Members Center, Event Calendar, Document Center, Quick Links and Online Bill Payment
Bristol Bay, Alaska
www.bristolbayboroughak.us

Open Branding Responsive Web Design

Details: Alaskan municipal website design to reflect the beauty of the area within seconds. Features a panoramic photo slider along with a next generation side navigation. Also features beautifully incorporated mega menus. This is not your average government website!

Features: Members Center, Event Calendar, Document Center, Quick Links and Online Bill Payment
# Revize Quote - Revize Custom Design

<table>
<thead>
<tr>
<th>Phase</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1: Project Planning and Analysis, SOW</td>
<td>$750</td>
</tr>
<tr>
<td>Phase 2: Discovery &amp; Design from scratch - One concept, three rounds of changes, home page template and inner page design and layout, includes Responsive Web Design for great viewing on any size handheld internet viewing device complete with pictures and no need to zoom in on the text!</td>
<td>$1,900</td>
</tr>
<tr>
<td>Phase 3 &amp; 4: Revize Template Development - Set-up all CMS modules listed on the following page with linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship. And you own the technology, design and content!</td>
<td>$2,900</td>
</tr>
<tr>
<td>Phase 5: QA Testing</td>
<td>$800</td>
</tr>
<tr>
<td>Phase 6: Site map development/content migration from old website into new website including spell checking and style corrections – up to 298 webpages and 633 documents (approximate number on your website today)</td>
<td>$1,234</td>
</tr>
<tr>
<td>Phase 7: Content editing and site administration training (one day session via web conference)</td>
<td>$900</td>
</tr>
<tr>
<td>Phase 8: Go live!</td>
<td>$300</td>
</tr>
<tr>
<td>Annual tech support, CMS software updates (8 users), and website health checks. website hosting Included free of charge (30 GB storage space):</td>
<td>$1,800</td>
</tr>
<tr>
<td>Grand Total (1st year)</td>
<td>$10,584</td>
</tr>
<tr>
<td>Second year and onward investment</td>
<td>$1,800/year</td>
</tr>
</tbody>
</table>

Revize provides a free website design refresh after four years of service, if the client chooses to sign a locked-in rate contract for five years. This includes a lifetime warranty.
The Following Applications & Features will be integrated into Your Website Project

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- Citizen’s Communication Center Apps
- Citizen’s Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Citizen’s Communication Center Apps

- Notification Center with Text/Email Alerts
- Document Center with Search Bar
- Email Notify Center
- FAQs
- News Center with Facebook/Twitter Integration
- “Share This” Social Media Flyout App
- Online Web Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar - Unlimited
- Sliding Feature Bar
- Language Translator

Citizen’s Engagement CENTER Apps

- Citizen Request Center with Captcha
- Online Bill Pay
- RSS Feed
Staff Productivity Apps
- Vendor/RFP Registration & Management System via Vendor Registry
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features
- Audit Trail
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflow Approval Process

Mobile Device and Accessibility Features
- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD) – Latest Government Design Trend to accommodate better viewing of text and graphics for any size screen, i.e. smart phones, tablets, iPads, iPhones, Windows and Android devices
Revize Support Includes

- 8 AM - 8PM EST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage

Did you know?
Revize Support is second to none among all government design companies.
Citizen’s Communication Center Apps

**DOCUMENT CENTER APP**

Revize helps clients save thousands of dollars each year in employee time and resources with our Document Management Center. Using this module you can create and archive the documents your site visitors need: applications, brochures, manuals, policy and data sheets, research papers, meeting minutes, and more. By providing all of your documents online, your site visitors can access them 24/7 - usually within two clicks -- and you won’t incur any printing or postage costs.

**FAQ**

FAQ’s make it easy for site visitors to find answers to common questions and will greatly decrease the number of calls coming into your switchboard each day. In fact, within six weeks of a Revize website launch, our clients typically experience a significant decrease in the number of daily phone calls... some by as much as 23%!
E-NOTIFY
Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.

JOB POSTING
Revize’s job postings app allows your site visitors to view and apply for open positions online. Postings are removed automatically based on the job expiration date input by your HR personnel. You can provide as much detail as you like and link to or upload any number of files that fully describe the job position. Best of all, with the form fill interface, new openings can be posted in minutes by non-technical staff.
INTERACTIVE MAP
Not only does the Revize CMS ensure that your site is easy for visitors to navigate, we’ve made it even easier for them navigate the real world surrounding your location. Specific buildings, parks, bike paths, mass transit stations, nearby businesses, tourist attractions, parking lots, voter polling locations, and more are incredibly easy to identify with the familiar Google Maps highlighted with Pins.

CALENDAR APP
The Master/Sub Calendar provides an easy-to-use tool to enhance usability and encourage the communication of events both internally and externally. It provides visibility and transparency into activities, meetings, and events with a visually appealing display and easy to find event contact information. The ability to insert recurring events saves time by allowing you to create the event once then repeat automatically; great for Board and City Council meetings.
NOTIFICATION CENTER
You can’t fool or control Mother Nature. But you can protect members of your community from her wrath. Posting emergency notifications on your home page, any other page, or throughout your site, this module allows your content editor to accurately explain the situation and instruct members of your community on the next steps to take.

BID POSTING
The Bid Postings App provides a simple and easy-to-use method for organizing and presenting bids, RFPs and RFQs online for vendors or local contractors interested in providing products and services to your community.

BUSINESS DIRECTORY
Ideal for municipalities, chambers of commerce or any membership organization, this module allows you to easily create and maintain a searchable directory for either members or businesses within the website. Listings can be added, removed and categorized by non-technical staff in a simple table interface.

NEWS CENTER WITH FACEBOOK INTEGRATION
Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.

ONLINE FORMS
Using this module, you can create -- from scratch -- an unlimited number of online forms on any page of your site using various field options such as long answers, radio buttons, drop-down lists, multiple choice, etc. Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, opinions or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.
QUICK LINKS
The Quick Links module allows site visitors to navigate to their areas of interest, much like FAQs. Examples for users: Where do I... Get Registered for Summer Camp Where do I... Get a Marriage License.

SHARING APP
Provides a one click drop down to multi-social media and utility buttons. A common widget used on the web, it is intuitive and easy to use.

SLIDING FEATURE BAR
This feature is mainly for visual appeal. It helps to break up pages with an interesting slide bar that can be populated with any subjects or areas that you want to draw attention to. For example, you may want to feature Parks & Rec, Landmarks and Tourist Attractions.

TRANSLATOR
Revize integrates the Google Translator into your website templates and translates from English to over 40 other international languages. Provides users a large visual display at the top of the web page to choose any language to convert the text into.
Citizen’s Engagement Center

Apps

PUBLIC SERVICE REQUEST APP
Citizens will be able to create a service request to alert officials of things such as traffic light outage, flooding, potholes and more. Allows governments to easily track issues reported by citizens and provide resolution information and updates.

CITIZEN REQUEST CENTER
This app allows customers, residents, participants, students, or any website visitor to post requests online. By the use of a drop down menu, individuals can forward the request, idea, or comment to the party of interest. That item is then forwarded via email to the proper recipient. You can add or delete department names as well as individuals in the drop down menu at any time. Captcha is integrated to ensure each request is genuine and not a spam.

PUBLIC RECORDS REQUEST TRACKER
This app allows public to order copies of the public records maintained by a municipality. The request is routed to the record custodian within a department and automated response is generated with a unique tracking number. The system allows the full tracking, correspondence and online handling of all types of public record request. The record request form is very flexible and customizable for every municipality.

CITIZEN CONNECT
This app helps open up the lines of communication between administrators and their constituents, increasing transparency and contiuent interaction. It is a blog that features the option to allow constituent comments for feedback (comments can be moderated before being published to the website).
PARKS RESERVATION
This app allows the display of parks shelters and their amenities and to manage their availability to the public. A website visitor can search for facilities by type available, review the amenities for each facility and easily reserve the facility including the option to pay for its use.

ONLINE BILL PAY
Allows clients to set-up secure on-line payment processing for credit card transactions. Can be used for utility and tax payments; Purchasing items on-line; or making donations to non-profit organizations.

RSS FEED
Site visitors will be eating out of the palm of your hand with our RSS feeds module. Revize’s CMS allows customers to generate RSS (Real Simple Syndication) feeds for any genre of news or events. RSS feeds are a trusted way to communicate important information to site visitors while ensuring that they remain engaged with your organization and regularly return to your site.
Staff Productivity Apps

AGENDA POSTING CENTER
Using this app, you can upload agendas, meeting packets, meeting minutes, proposals for review, and more, all into one area on your website for easy access and review before, during, or after each meeting. Old meeting agendas and information are archived per meeting for quick access at any time.

JOB POSTING APP
This app allows you to post a job and receive resume submissions online. Candidates can fill in all the fields and submit the job application online. Once the job application is submitted, a link to the filled in application form will be emailed to the responsible HR person which they can view, print and file for their records.

IMAGE MANAGER
Allows approved staff to upload images from their computer or network folders. This very simple interface allows you to upload new pictures and stores uploaded pictures for reuse. Each department can create their own image folders and organize image libraries by department. Also, obsolete images can be deleted from the image library.

INTRANET
Provides a Dynamic CMS-enabled area with secure login to build out an entire Intranet for employee specific information only. It benefits your employees to have an internal organization landing page that can be updated with news, events, alerts and many of the same modules used on the extranet.

LINK CHECKER
When a new link is created, the Revize system checks if the URL (link) is valid or not. If not, an error message will be displayed. This benefits the Content Editor by double checking bad links before they are saved on your website.
**MENU MANAGER**

Allows approved content editors to add or edit site-wide top navigation, department or section specific links (e.g. left or right navigation). This feature gives you control to change and update the Navigation menus of your website for continuous improvement.

**NEWS LETTER APP**

The system allows non-technical staff to build attractive, informative newsletters and disseminate them with one click to everyone on your distribution list. Activity metrics include emails sent successfully to help you validate email addresses. The application provides the ability to import contact lists, upload images, add groups, assign contact lists to groups, as well as export lists.

**ONLINE FORM BUILDER**

Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.

**WEB CONTENT ARCHIVE**

Your site history will never be a mystery because all content edits for your site are archived on the Revize CMS database. Your content editors can click on the History button to view previous versions of a particular page or content block from your site.

**WEB CONTENT SCHEDULE**

This feature eliminates the possibility of having dated or past events being promoted on your site AFTER the event has passed, thus potentially undermining the perceived accuracy and currency of the site’s content in the minds of your audience.
AUDIT TRAIL
This is a powerful administrative tracking tool that provides reports on the content change activities of any webpage within the system. The administrator can gauge how often the site is updated, which departments are most active; and also use the audit trail for recovery of data if necessary.

AUTO SITEMAP TOOL
Revize CMS provides this tool to automatically generate a sitemap. Anytime a new page is added or deleted from the system, the sitemap will republish to show the change. An up-to-date sitemap is very critical to boost the ranking of your website in different search engines.

HISTORY LOG
Administrators can view all the archived versions of any web page and restore any old/archived page. It is a very useful feature for referring to any archived legal documents or press releases.

ROLES/PERMISSION SETUP
Our CMS uses a role based authentication system where you can add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers etc., or you can add roles for each department and assign department-specific roles to each user.

SECURE SITE GATEWAY
Provides a secure login area for either users of an intranet or users to access information not available to the general public. Once users are set-up with a secure login ID, they can manage their own password changes as necessary.

WEBSITE STATISTICS
Revize integrates Google's Web Analytics tool to track number of site visits, website traffic sources, etc. Your website administrator can run various reports to collect important data on the usage of your website.
WORKFLOWS BY DEPARTMENT
Provides a method for Supervisory Oversight of content updates. The process allows an authorized “approver” to compare the current page with the proposed new page content (side-by-side) for easy review and comparison.

“Our innovative solutions are custom-tailored to meet the needs of each individual client.”

Did you know?
Revize introduce responsive web design to the government industry
Mobile Device and Accessibility Apps

**ALT-TAGS**
Use of alt tags for images, a required part of the Revize CMS image manager feature, allows vision impaired individuals to understand the content of the image.

**FONT SIZE ADJUSTMENT**
Provides the ability for users to change font size by clicking button to reach their desired size. Helps those with low vision to easily read information on your website.

**RESPONSIVE WEB DESIGN**
Revize uses pixel rendering Responsive Web Design to accommodate better viewing of text and graphics for any size screen, i.e., smart phones, tablets, iPads and iPhones.
Thank you
For Considering Revize

Prepared by Joseph J. Nagrant
1890 Crooks Rd, Troy, MI 48084
Ph: 248-269-9263 x16 Fax: 866-346-8880
www.revize.com
# Revize Web Services Sales Agreement

This Sales Agreement is between **Town of Carbondale, Colorado** (“**CLIENT**”) and Revize LLC, aka Revize Software Systems, (“**Revize**”). **Federal Tax ID# 20-5000179**

**Date:** 12-28-17

<table>
<thead>
<tr>
<th>CLIENT INFORMATION:</th>
<th>REVIZE LLC:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>Revize Software Systems</td>
</tr>
<tr>
<td>Company Address:</td>
<td>1890 Crooks, Suite 340</td>
</tr>
<tr>
<td>Company Address 2:</td>
<td>Troy, MI 48084</td>
</tr>
<tr>
<td>Company City/State/Zip:</td>
<td>Carbondale, CO 81623</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Angie Sprang 970-510-1215 <a href="mailto:asprang@carbondaleco.net">asprang@carbondaleco.net</a></td>
</tr>
<tr>
<td>Billing Dept. Contact:</td>
<td>248-269-9263</td>
</tr>
<tr>
<td>Client Website Address:</td>
<td><a href="http://www.carbondalegov.org">www.carbondalegov.org</a></td>
</tr>
</tbody>
</table>

**The CLIENT agrees to purchase the following products and services provided by REVIZE:**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Phase 1 – Project Planning and Analysis, onetime fee:</td>
<td>$750</td>
</tr>
<tr>
<td>1</td>
<td>Phase 2 – Website Design, 1 concept, 3 rounds of changes, onetime fee:</td>
<td>$1,900</td>
</tr>
<tr>
<td>1</td>
<td>Phase 3 &amp; 4 – Revize Template Development, CMS module Integration, onetime fee:</td>
<td>$2,900</td>
</tr>
<tr>
<td>1</td>
<td>Phase 5 – Quality Assurance Testing, onetime fee:</td>
<td>$800</td>
</tr>
<tr>
<td>1</td>
<td>Phase 6 – Site Map Development and Content Migration up to 298 pages and 633 documents:</td>
<td>$1,234</td>
</tr>
<tr>
<td>1</td>
<td>Phase 7 – Content Editing/Administrator Training, one-day session, onetime fee:</td>
<td>$900</td>
</tr>
<tr>
<td>1</td>
<td>Phase 8 – Go Live, onetime fee:</td>
<td>$300</td>
</tr>
<tr>
<td>1</td>
<td>Revize Annual Software Subscription, Tech Support, CMS Updates, and Website Hosting, pre-paid annual fee, 8 Users, 30 GB website storage:</td>
<td>$1,800</td>
</tr>
</tbody>
</table>

**Grand Total** $10,584

Five-year agreement with free website design refresh during year five. Revize requires a check for $7,940 to start this Initiative. Remaining balance due upon website delivered for content editor training or the first year anniversary of the kick off meeting, whichever comes first. Annual services and website hosting start the day of the Kick Off project meeting.

**Terms:**

1. **Payments:** All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Additional content migration, if requested, is available for $3 per web page or document.
3. **This Sales Agreement is the only legal document governing this sale.**
4. Both parties must agree in writing to any changes or additions to this Sales Agreement.
5. **This Sales Agreement is subject to the laws of the State of Colorado.**
6. Pricing expires in 30 days.

**AGREED TO BY:**

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>REVIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Person:</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Name of Authorized Person:</td>
<td>Joseph J. Nagrant</td>
</tr>
<tr>
<td>Title of Authorized Person</td>
<td>Sales Director</td>
</tr>
<tr>
<td>Date:</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

Please sign and return to: Joseph J. Nagrant Fax 1-866-346-8880
The Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for municipalities. The applications and features are categorized into:

- Citizen’s Communication Center Apps
- Citizen’s Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Citizen’s Communication Center Apps

- Notification Center with Text/Email Alerts
- Document Center with Search Bar
- Email Notify Center
- FAQs
- News Center with Facebook/Twitter Integration
- “Share This” Social Media Flyout App
- Online Web Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar - Unlimited
- Sliding Feature Bar
- Language Translator

Citizen’s Engagement Center Apps

- Citizen Request Center with Captcha
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Vendor/RFP Registration & Management System via Vendor Registry
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Staff Directory
- Website Content Archiving
- Website Content Scheduling
Site Administration and Security Features

- Audit Trail
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- URL Redirect Setup
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- Workflow Approval Process

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD) – Latest Government Design Trend to accommodate better viewing of text and graphics for any size screen, i.e. smartphones, tablets, iPads, iPhones, Windows and Android devices
USE OF SOCIAL MEDIA BY TOWN OF CARBONDALE DEPARTMENTS

Definitions
Social media, also known as Web 2.0, are interactive websites such as Facebook, Twitter or YouTube, intended to facilitate the sharing of content (images, comments, music or video) by users. Users create their own pages on these third-party sites. On traditional websites, the site host posts content for visitors to see, but on social media sites, the site host and visitors all can post content.

To facilitate discussion, the following terms will be defined:
- Site Host: The third-party company, such as Facebook or Twitter that offers users the opportunity to create profile pages.
- Page Host: A user who creates a profile page on a social media site. The page host can post content and in some cases can dictate whether visitors to that profile can post content to it. Page hosts can be individuals, groups, companies or agencies.
- Page Visitor: Anyone who visits a social media profile page.

Goal
The purpose of these guidelines is to establish parameters whereby Town of Carbondale (Town) are able to utilize existing social networking sites, blogs, wikis, and related web tools to enhance customer service through improved marketing and the dissemination of information relating to the missions and program goals of the Town and its departments, and public service messages.

Other relevant Town Policies that apply:
Town of Carbondale Employee Handbook
Town of Carbondale Police Policies

Authorizations
No unauthorized social media websites are permitted unless approved according to this policy. Town sites include those that: list staff e-mail addresses as contacts, Town addresses as owners, promote Town programs or uses a Town logo. Existing social media websites should immediately request authorization. Department heads may request authorization of the Town Manager to create social networking pages, blogs, wikis, and other types of web instruments for the purposes of:
- Marketing
- Social marketing
- Public information
- Audience engagement
- Other purposes that serves customers and furthers the mission of the department and the goals of the Town

Requests for use of social media sites shall be accompanied by a business case detailing the reason for use, the resources available to maintain the site, a records retention plan, and a list of authorized staff. The Town Clerk shall maintain a master list of all authorized Town social media sites and the Town’s Assistant to the Public Works Director, (Web Administrator) shall be added as an Administrator to the site and retain ability to update sites only as a backup to the
originating department after attempts to reach the originator are exhausted. Once approval is
granted, requesting staff will confer with the Web Administrator to launch the site.
These guidelines do not allow Town staff to create new stand-alone websites, independent of
established social networking, wiki, blog or similar networking types of site – such as a
divisional, departmental, or program-oriented website. Nor does this authorize staff to establish
new URLs for the existing Town website (www.carbondalegov.org).

Upon the approval of the Town Manager, access to the necessary websites or class of websites
normally blocked by the Town vendor responsible for computer maintenance and technology,
shall be made available to designated staff. Designated staff shall be knowledgeable about the
Internet and the tools he/she is using to create Town pages on existing websites. Personal use of
such sites on Town time shall be grounds for revoking staff access, and discipline under The
Town’s Employment Handbook.

Pages will be created and maintained by Town staff or volunteers, or vendors operating under the
direction of authorized Town staff, or vendors under contract to the Town for the purpose of
creating and maintaining such pages. However, elected officials and members of various Town
boards and commissions shall not be eligible to maintain Town social media pages and any
associated websites. Staff, volunteers, and vendors all must follow this and any other applicable
Town policies when creating content for social networking pages. Town staff has final
responsibility for all content generated under Town auspices.

If an authorized employee or volunteer leaves the Town, or a contracted vendor’s relationship
with the Town terminates for any reason, responsibility for administration of the page will either
be turned over to another designated Town employee, volunteer, or contracted vendor, or be
removed. User names and passwords shall be changed immediately to avoid security-related
issues.

Only Town e-mail addresses or e-mails authorized in advance by the Town Manager will be
posted on the site or used to create the web site accounts. Use of generic email addresses, for
example, support@carbondaleco.net, is appropriate to create social networking accounts.

Social media pages created and/or maintained by the Town shall be monitored regularly to
remove inappropriate content or links. Content and design of select pages and any linking to any
third-party websites shall be subject to the approval of the Department Head or the Town
Manager.

To the extent that design parameters of the host site allows, Town pages will conform to the
following:

- Be identified as a Town posting
- Contain appropriate staff contact information
- Contain the Town logo, and department logo where appropriate
- Have a link to the appropriate page of the Town website
- Specify that all content, comments, and replies posted will be subject to Colorado Open
  Records laws, C.R.S. § 24-72-201, et. seq.
Town-generated content shall:

- Respect copyright and fair use laws
- Not cite or reference customers or suppliers without their approval
- Contain a legal disclaimer
- Not use vulgar, offensive, threatening, or harassing language
- Not engage in political or religious advocacy or commentary or support or oppose any ballot issue or candidate for office.
- Not promote or advertise any businesses or commercial enterprises, unless they are providing support to Town services

Content shall be current and updated as appropriate. If resources are not available to maintain and update a Town-sponsored social networking page, it should be taken down, to the extent possible for that social media channel.

Copyright

Unless a copyright is indicated, information on the Town pages, wikis, blogs, or other internet sites is in the public domain and may be copied and distributed without permission. If a copyrighted video, photograph, graphic, or other material is posted, it should bear appropriate copyright information, which may be embedded in the image or file. Visitors to the pages or sites would require the permission of the copyright holder to distribute them further. Town staff cannot grant that permission and would be responsible for making the appropriate referrals to the copyright holder.

Comments from Staff

Town designated staff editors shall not post any comments that are abusive, obscene, defamatory, in violation of the copyright, trademark right, or other intellectual property right of any third party, or otherwise inappropriate or incorrect.

Comments from the Public

The Town reserves the right to remove any messages or postings that are obscene, defamatory, involve fraud, incite violence or criminal conduct, or are in violation of the copyright, trademark right, or other intellectual property right of any third party. Furthermore, the Town reserves the right to remove any messages or postings that are unrelated to the topic of the forum. These include commercial promotions or purposes, and hyperlinks to material not directly related to the discussion.

The Town will not be responsible for content posted by any subscriber in any forum, message board, or other area within the service. If a customer does not agree to these terms, the individual should not use the Town sponsored pages.

Each social media page shall post the following:

While this forum allows for comments and postings, the Town imposes limits on comments and postings. The Town intends this forum to be family friendly, so please make your comments and
wall posts consistent with that standard. In addition to keeping it family friendly, we ask that you follow our posting guidelines here. If you do not comply, your message will be removed:

- We do not allow comments we judge to be obscene, abusive, hateful or defamatory
- We do not allow commercial solicitations or advertisements. This includes promotion or endorsement of any financial, commercial or nongovernmental agency.
- We do not allow comments that promote violence. We do not allow comments that violate copyrights or are unrelated to the topic of a discussion. We do not allow comments that violate a crime victim’s rights.
- You participate at your own risk, taking personal responsibility for your comments, your username and any information provided. Also, the appearance of external links on this site does not constitute endorsement on behalf of the Town.

Recommended Guidelines for Town staff:
These guidelines will help ensure your page’s success:

1. Only establish a social networking presence if you plan to maintain it regularly.

2. Determine in advance who will contribute to the site and how much time you have for maintaining it. For successful, time-sensitive topics, consider using “found content” (ready-made data from email lists, Web news, etc.) rather than drafting original content. Aim for brief, newsy posts with strong opening sentences.

3. Determine your audience. Is this a site for your department? For your users? For Town-wide reading? All of the above? Any of these uses are appropriate, but use the answers to this question to guide your content and your marketing.

4. Consider a “soft launch” where you begin using a site quietly for a month or so to get used to it.

5. Links to related posts are encouraged, but editors should post original content rather than reposting entire items from other sites.

6. Pictures enrich blog entries and provide informational value to posts.

7. Do not feel compelled to post every day. Post when you have something to share.

8. Share your page in appropriate venues. Don’t rely on being “found.

Disclaimers and Policies:
All Town-sponsored social media pages shall contain the following disclaimers, to the degree permitted by the host.
Legal disclaimer

The Town assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies. Moreover, the Town is not responsible for the content of nor endorses any site linked to this page.

Comment policy

The Town reserves the right to remove any messages or postings that are obscene, defamatory, involve fraud, incite violence or criminal conduct, or are in violation of the copyright, trademark right, or other intellectual property right of any third party. Furthermore, the Town reserves the right to remove any messages or postings that are unrelated to the topic of the forum. These include commercial promotions or purposes, and hyperlinks to material not directly related to the discussion. The Town will not be responsible for content posted by any subscriber in any forum, message board, or other area within the service. If a customer does not agree to these terms, the individual should not use the Town-sponsored pages.

Open Records

All comments and replies posted on any Town social networking tool, blog or page are subject to the Colorado Open Records laws, C.R.S. § 24-72-201, et. seq. All information found on these pages or disseminated through a web application tool like Twitter are capable of being reprinted in newspapers, magazines, or online in any other web or web media format.

GUIDANCE FOR PERSONAL USE OF SOCIAL MEDIA BY MEMBERS OF THE BOARD OF TRUSTEES AND PLANNING AND ZONING COMMISION

At present, the Town’s policy is that members of the board of trustees may not establish social media websites to conduct official Town business. As discussed below, the Town is still evaluating how best to address the challenges that social media presents for compliance with open meetings, public records, and document retention laws. Until those challenges can be met, members of the board of trustees should direct their written electronic communications with constituents and the public through their Town email accounts. The Town has policies and procedures established to ensure that each trustee’s use of the Town’s email system complies with open meetings, public records and document retention laws. Failure to comply with this policy subjects individual trustees to personal responsibility for violations of applicable law. Board of Trustee meetings will not be posted on Facebook but instead will be linked through the Town website.

If trustees wish to—or have already—created personal social media websites, it is important that the line between official Town business and personal communications is vigilantly maintained. Allowing communications regarding official Town business to occur on a personal social media website may trigger open meetings, public records and document retention obligations. At this time, the Town is unable to provide direct technical support to assist with these compliance issues. Therefore, the Town’s recommended best management practice is to direct those communications regarding official Town business to the trustee’s Town email account for the reasons discussed above.
The Town recognizes that despite each trustee’s best intentions and efforts, some spill-over of communications regarding official Town business may occur on a personal social media website. In those instances, the Town offers the following guidelines and suggestions to assist with trustees’ use of social media without running afoul of applicable laws.

**Content Associated with You Should Be Consistent with Your Office as a Trustee**
The lines between public and private and personal and professional communications are blurred in online social networks. By virtue of identifying yourself as a Carbondale trustee within a social network, you are now connected to your colleagues and citizens.

**Quasi-Judicial Proceedings**
Receiving or making comments regarding quasi-judicial matters via social media may violate due process rules applicable to quasi-judicial proceedings. To mitigate the impact of constituent comments received on matters in which the board of trustees, members of the Town’s planning and zoning commission or other hearing officers appointed by the Town may have a quasi-judicial role, individual trustees, planning commission members and hearing officers are advised to immediately inform the author that such contacts are prohibited. Furthermore, trustees, planning commission members and hearing officers are reminded that their comments regarding such matters are likewise prohibited, and they must refrain from any engagement on the topic.

**Use a Disclaimer**
Whether you publish to a blog or some other form of social media, make it clear that what you say there is representative of your views and opinions and not the views and opinions of the Town of Carbondale or its board of trustees. At a minimum, in your own blog, you should include the following standard disclaimer: “The postings on this site are my own and don't necessarily represent the Town of Carbondale's positions, strategies, or opinions or those of the Town of Carbondale Board of Trustees.”

**Link to the Town’s Website**
Your social media sites should contain links directing users to the Town’s website for or online services.

**Do Not Conduct Town Business**
Social media should not be used as mechanisms for conducting Town business, including making policy decisions, official public noticing and discussing items that have not previously been released to the public.

**Comply with the Colorado Open Records Law**
Any content related to Town business on an individual trustee’s social media profile page may be considered a public record subject to disclosure under the Colorado Open Records Law, C.R.S. § 24-72-101 et. seq. This includes communication between a trustee and constituents or the general public, and a site’s listing of “friends” or “followers.” As with any correspondence sent in his or her capacity as a trustee, when a trustee posts something as a social media page visitor, he or she should retain a record of that posting. Printouts of postings to others’ sites may suffice for retention purposes. Any content removed should be retained, including the time, date, and identity of the poster when available. Furthermore, a trustee’s profile pages should clearly
state that all content submitted by members of the public is potentially subject to public disclosure pursuant to the Colorado Open Records Act, C.R.S. § 24-72-101 et seq. If it is not possible to display this notice prominently on the site, trustees should notify new users via response to posts, and/or periodically notify existing users via broadcast message.

**Respect Copyright and Fair-Use Laws**

For the Town’s protection and your own, it is important that you show proper respect for the laws governing copyright and fair use of copyrighted material owned by others.

**Comply with Open Meetings Law**

Colorado’s Open Meetings Law applies to a formal or informal gathering of three or more trustees to discuss official Town business. The three basic requirements set forth in CRS § 24-6-402 are: (1) such meetings must be open to the public; (2) reasonable public notice of such meetings must be given; and (3) minutes of the meeting must be taken promptly and recorded. Although the Open Meetings Law ordinarily applies to meetings of three or more trustees, the physical presence of those persons is not always necessary. Social media exchanges among three or more trustees are likely subject to Open Meetings Law public notice and access requirements. For this reason, trustees and members of the planning and zoning commission are strongly discouraged from “friending” other board members.

While trustees may post comments on a social media website, trustees should not engage in an exchange or discussion of official Town business. Engaging in an exchange of ideas or discussion on such matters is a slippery slope, and comment strings made on a social media website by any trustee in response to another trustee may be broadly construed to trigger Open Meetings Law requirements. To avoid these legally ambiguous situations, the best management practice is for trustees to discuss their positions during noticed open meetings and not on social media websites.

**Post a Policy Concerning Content**

A trustee’s social media website may be considered a limited public forum where the public does not have a constitutional First Amendment free speech right to post any comment one desires. The Town recommends that trustees post a policy that describes what will be deemed acceptable for their personal social media website, and note that if a citizen wishes to enter a comment in the official record regarding some public issue, they may do so online at the Town of Carbondale.org website.

**Conclusion**

It is a simple fact that the state of the law is lagging behind the state of the art in social media technology. This presents unique challenges in following the intent and the letter of the laws regulating public meetings and communications of local government. For this reason, the Town cautions trustees who have personal social media websites to be aware of their responsibilities under applicable laws when communicating via these emerging technologies.
Town of Carbondale
Proposed Facebook Pages

- Town of Carbondale Police Department – administrator, Nino Santiago
- Town of Carbondale Rec. Department – administrator, Jessi Rochel
- Town of Carbondale Highway 133 Updates will be converted to the Town of Carbondale (general), administrator, Laurie Stevens
- Town of Carbondale Boards & Commissions, administrator, Laurie Stevens
- Carbondale Public Arts Commission, administrator, Laurie Stevens