

**CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
DECEMBER 26, 2017**

**CARBONDALE TOWN HALL
511 COLORADO AVENUE
6:00 P.M.**

<u>TIME*</u>		<u>ITEM</u>	<u>DESIRED OUTCOME</u>
6:00	1.	Roll Call	
6:00	2.	Consent Agenda a. Accounts Payable b. BOT 12/12/17 Regular Meeting Minutes c. Resolution No. 18, Series of 2017 – Ratifying the Settlement Agreement in Bailey Family Investment Company vs. Sustainable Settings d. Ratification of Amendments to Microgrid Contract e. Carbondale Arts Renewal Art Gallery Permit f. Environmental Board – Request To Purchase Traffic Counters	ATTACHMENT A ATTACHMENT B ATTACHMENT C ATTACHMENT D ATTACHMENT E ATTACHMENT F BOT Action Desired
6:05	3.	Adjourn	

* Please note: times are approximate

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Vendor	Vendor Name	GL Acct No	Description	Invoice No	PO No	Invoice Date	Amount
00-1017	UTILITY CASH CLEARING ACCOUNT						
16470	DEHAN FINANCIAL GROUP LLC	UTILITY	REFUND ACCOUNT #1	1016231	93296	12/05/2017	166.14
00-1017	UTILITY CASH CLEARING ACCOUNT						
16470	DEHAN FINANCIAL GROUP LLC	UTILITY	REFUND ACCOUNT #1	1016231	93296	12/05/2017	66.43
00-1017	UTILITY CASH CLEARING ACCOUNT						
43390	RING, BEE	UTILITY	REFUND ACCOUNT 10	109543	93334	12/19/2017	38.22
00-1017	UTILITY CASH CLEARING ACCOUNT						
64110	DETWEILER, JUDITH	UTILITY	REFUND ACCOUNT# 2	219092	93335	12/19/2017	81.47
Total :							352.26
01-34-13	ZONING, VARIANCE, SUBDIV						
25370	HINGE ARCHITECTS		REFUND OF PLAT AMENDMEN	1143908	10392	11/07/2017	300.00
Total :							300.00
01-36-42	REFUND OF EXPENDITURES						
52880	UMB BANK		REIMBURSEMENT OF EXPENDI	12/1/17	10417	12/19/2017	4.06
Total :							4.06
01-4025-3310	ADVERTISING						
48260	SOPRIS SUN		BOT NOMINATIONS NOTICE	17139	10391	12/14/2017	135.00
01-4025-3310	ADVERTISING						
48260	SOPRIS SUN		BOT NOMINATIONS NOTICE	17069	10415	12/07/2017	135.00
Total MUNICIPAL ELECTIONS DEPT:							270.00
01-4111-2401	BROADCAST SERVICES						
76403	AUDIO VIDEO EXPERTS		BROADCAST TIME FOR Q1 201	5578	10390	12/15/2017	3,250.00
Total BOARD OF TRUSTEES DEPT:							3,250.00
01-4111-2403	REGIONAL COLLABORATION						
52880	UMB BANK		COFFEE FOR ART SPACE	12/1/17	10417	12/19/2017	130.00
Total BOARD OF TRUSTEES DEPT:							130.00
01-4121-3980	CONTRACT LABOR						
28280	JOHN COLLINS PC		JUDGE'S CONTRACT	12/11/17	10389	12/11/2017	1,529.17
01-4121-3980	CONTRACT LABOR						
30630	LAW OFFICE OF ANGELA ROFF		MUNICIPAL COURT - NOVEMBE	11/30/17	10410	11/30/2017	796.25
Total MUNICIPAL COURT DEPT:							2,325.42
01-4132-2402	COMMUNITY PARTNERSHIP						
48260	SOPRIS SUN		PUBLIC HEARING - HOUSING M	17029	10380	11/30/2017	135.00
Total TOWN MANAGER DEPT:							135.00
01-4132-3300	DUES AND PUBLICATIONS						
52880	UMB BANK		2018 CO MUNI CLERK ASSOC D	12/1/17	10417	12/19/2017	185.00
Total TOWN MANAGER DEPT:							185.00
01-4132-3541	OTHER PROFESSIONAL SERVICES						
35700	MUNICIPAL CODE CORPORATI		ADMIN SUPPORT FEE 12/1/17 -	00301057	10411	12/12/2017	275.00

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Total TOWN MANAGER DEPT:							275.00
01-4132-3700 TRAVEL AND CONFERENCE							
52880	UMB BANK		SYMPOSIUM	12/1/17	10417	12/19/2017	150.00
Total TOWN MANAGER DEPT:							150.00
01-4150-1420 WORKER'S COMPENSATION							
39680	PINNACOL ASSURANCE		WORKER'S COMP INSTALLMEN	18839167	10393	12/06/2017	10,540.00
Total ADMINISTRATIVE SERVICES DEPT:							10,540.00
01-4150-1421 WORKERS COMP DEDUCTIBLE							
39680	PINNACOL ASSURANCE		WORKER'S COMP DEDUCTIBLE	18834723	10399	12/04/2017	3,731.37
Total ADMINISTRATIVE SERVICES DEPT:							3,731.37
01-4150-2400 MISCELLANEOUS EXPENSE							
52880	UMB BANK		BUS PASSES (5)	12/1/17	10417	12/19/2017	147.50
Total ADMINISTRATIVE SERVICES DEPT:							147.50
01-4150-3310 ADVERTISING							
48260	SOPRIS SUN		AD - ORDINANCE 18 REVISING	16980	10384	11/23/2017	24.09
01-4150-3310 ADVERTISING							
48260	SOPRIS SUN		BIDS - ELEC HYDRO DAM INV#	16850	10381	11/02/2017	44.53
Total ADMINISTRATIVE SERVICES DEPT:							68.62
01-4150-3311 RECRUITING EXPENSES							
41200	PSYCHOLOGICAL RESOURCES		PSYCH TEST	1613055	62141	12/05/2017	135.00
01-4150-3311 RECRUITING EXPENSES							
12660	COLORADO ASSN/CHIEFS OF		TEST MATERIALS	233	62145	12/12/2017	585.00
Total ADMINISTRATIVE SERVICES DEPT:							720.00
01-4191-3541 PLANNING SERVICES							
92414	CARBONDALE ARTS		CREATIVE DISTRICT PLANNIN	12/20/17	10419	12/20/2017	2,500.00
Total COMMUNITY DEVELOPMENT DEPT:							2,500.00
01-4191-3570 CONSULTANT FEE							
92483	ROARING FORK GEOSPATIAL L		GEOSPATIAL - PLANNING	[0026]	10379	12/11/2017	325.00
Total COMMUNITY DEVELOPMENT DEPT:							325.00
01-4191-3572 CHPC							
92152	TATANKA HISTORICAL ASSOCI		CONTINUED WORK ON SITE	12/5/17	10418	12/05/2017	510.00
Total COMMUNITY DEVELOPMENT DEPT:							510.00
01-4192-3560 SOFTWARE SERVICES							
10460	CASELLE INC		MONTHLY SOFTWARE SUPPO	84518	10377	12/01/2017	760.00
01-4192-3560 SOFTWARE SERVICES							
52880	UMB BANK		BACKUP SERVER	12/1/17	10417	12/19/2017	29.97

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Total DATA PROCESSING DEPT:							789.97
01-4194-2290	GENERAL SUPPLIES						
56350	WESTERN PAPER DISTRIBUTO	COMPOST BAGS	INV 2842158	2842158	10406	12/12/2017	177.74
01-4194-2290	GENERAL SUPPLIES						
52880	UMB BANK	T8 LIGHT BULBS		12/1/17	10417	12/19/2017	83.94
Total BUILDING OPERATIONS DEPT:							261.68
01-4194-3631	MAINTENANCE CONTRACT						
52500	TRI COUNTY FIRE PROTECTIO	ANNUAL MAINT /INSPEC, RECH		161532	10409	12/12/2017	277.00
01-4194-3631	MAINTENANCE CONTRACT						
54790	VISION SECURITY	4TH QUARTER ALARM MONITO		603410	10408	12/12/2017	92.50
Total BUILDING OPERATIONS DEPT:							369.50
01-4194-3662	BLDG MAINT - THOMPSON HOUSE						
4510	ARBANEY CUSTOM HARDWOOD	HOLLAND THOMPSON HOUSE		12/8/17	10395	12/08/2017	1,500.00
01-4194-3662	BLDG MAINT - THOMPSON HOUSE						
69530	MCKINNEY, MARC	HOLLAND THOMPSON HOUSE		949	10396	08/14/2017	3,500.00
01-4194-3662	BLDG MAINT - THOMPSON HOUSE						
69530	MCKINNEY, MARC	HOLLAND THOMPSON HOUSE		990	10397	12/05/2017	2,570.00
01-4194-3662	BLDG MAINT - THOMPSON HOUSE						
42760	REID ARCHITECTS INC	HOLLAND THOMPSON HOUSE		#01	10398	12/07/2017	2,078.46
01-4194-3662	BLDG MAINT - THOMPSON HOUSE						
45990	SAUNDERS, STEVE	HOLLAND THOMPSON HOUSE		11/26/17	10394	11/26/2017	3,269.85
Total BUILDING OPERATIONS DEPT:							12,918.31
01-4194-9200	BUILDING IMPROVEMENTS						
54790	VISION SECURITY	FIRE ALARM SYSTEM		603406	10405	12/11/2017	3,205.00
01-4194-9200	BUILDING IMPROVEMENTS						
54790	VISION SECURITY	CHANGE ORDER #1 - REQ BY I		604115	10416	12/20/2017	973.85
Total BUILDING OPERATIONS DEPT:							4,178.85
01-4195-2290	GENERAL SUPPLIES						
92415	NUTECH SPECIALTIES	SHOP RAGS		166685	24532	12/11/2017	50.00
01-4195-2290	GENERAL SUPPLIES						
52880	UMB BANK	GRINDING WHEELS		12/1/17	10417	12/19/2017	20.97
Total GENERAL FUND MOTOR POOL DEPT:							70.97
01-4195-2310	ADMINISTRATION FUEL						
52880	UMB BANK	CARPOOL GAS		12/1/17	10417	12/19/2017	60.90
Total GENERAL FUND MOTOR POOL DEPT:							60.90
01-4195-2311	POLICE FUEL						
52880	UMB BANK	GAS FOR STRANDED PERSON		12/1/17	10417	12/19/2017	54.37
Total GENERAL FUND MOTOR POOL DEPT:							54.37
01-4195-2321	POLICE MAINTENANCE						
52880	UMB BANK	GLASS REPAIRS		12/1/17	10417	12/19/2017	70.00

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Total GENERAL FUND MOTOR POOL DEPT:						70.00
01-4195-2324	STREETS MAINTENANCE					
5680	AUTO TRUCK GROUP LLC	2007 GMC 3500 BUCKET TRUC	1513297	24537	12/15/1997	26.40
01-4195-2324	STREETS MAINTENANCE					
19600	FARIS MACHINERY COMPANY	2012 ELGIN SWEEPER DIODE C	G26835 G26	24536	11/27/2017	176.24
01-4195-2324	STREETS MAINTENANCE					
19600	FARIS MACHINERY COMPANY	2012 ELGIN SWEEPER DIODE C	G26835 G26	24536	11/27/2017	57.59
Total GENERAL FUND MOTOR POOL DEPT:						260.23
01-4195-2326	RECREATION MAINTENANCE					
22460	GLENWOOD SPRINGS FORD	2017 Ford 250 TAIL LIGHT	148909 148	24535	12/13/2017	225.93
Total GENERAL FUND MOTOR POOL DEPT:						225.93
01-4195-2327	PUBLIC WORKS MAINTENANCE					
22460	GLENWOOD SPRINGS FORD	2011 FORD ESCAPE DOOR SEA	148909 148	24535	12/13/2017	135.83
Total GENERAL FUND MOTOR POOL DEPT:						135.83
01-4195-3630	PARKS PORT. EQUIPMENT MAINTENA					
52880	UMB BANK	BRUSHES FOR TOP DRESS MA	12/1/17	10417	12/19/2017	378.45
Total GENERAL FUND MOTOR POOL DEPT:						378.45
01-4195-9410	TOOLS AND EQUIPMENT					
76209	ROARING FORK TOOL SOURC	WRENCH SET	5590	24534	12/12/2017	96.97
Total GENERAL FUND MOTOR POOL DEPT:						96.97
01-4210-2100	POSTAGE					
52880	UMB BANK	POSTAGE	12/1/17	10417	12/19/2017	99.76
Total POLICE DEPT:						99.76
01-4210-2110	OFFICE SUPPLIES					
76368	PRINT WORKS	Business Cards (2)	101136 101	62144	12/12/2017	112.00
Total POLICE DEPT:						112.00
01-4210-2200	DRUG & ALCOHOL TESTING					
92092	MCC DRUG & ALCOHOL SCREE	DRUG TESTING - POLICE	16140	62138	11/30/2017	45.00
Total POLICE DEPT:						45.00
01-4210-2291	INVESTIGATION EXPENSE					
52880	UMB BANK	EMERGENCY CELL PHONE SE	12/1/17	10417	12/19/2017	43.02
Total POLICE DEPT:						43.02
01-4210-2292	CLOTHING ALLOWANCE					
1920	ADAMSON POLICE PRODUCTS	NAME STRIP-VELCRO	INV261386	62147	12/11/2017	21.50
Total POLICE DEPT:						21.50

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01-4210-2400 MISCELLANEOUS EXPENSE							
52880	UMB BANK		REPAIR TO CARBONDALE TOW	12/1/17	10417	12/19/2017	54.53
Total POLICE DEPT:							54.53
01-4210-3630 EQUIP MAINT AND REPAIR							
52500	TRI COUNTY FIRE PROTECTIO		ANNUAL MAINT /INSPEC, RECH	161521	62146	12/13/2017	382.00
Total POLICE DEPT:							382.00
01-4210-3700 TRAVEL AND CONFERENCE							
52880	UMB BANK		LODGING FOR TRAINING	12/1/17	10417	12/19/2017	1,517.51
Total POLICE DEPT:							1,517.51
01-4210-3980 OTHER SERVICES							
11120	CHEMATOX LABORATORY INC		DRUG SCREEN	25338	62143	12/09/2017	110.00
Total POLICE DEPT:							110.00
01-4210-8000 FEDERAL GRANT EXPENSE							
52880	UMB BANK		TRUCK ACCESSORIES	12/1/17	10417	12/19/2017	3,030.50
Total POLICE DEPT:							3,030.50
01-4210-9410 POLICE EQUIPMENT							
40960	PROFORCE LAW ENFORCEME		FIREARM	330122	62140	12/06/2017	653.80
01-4210-9410 POLICE EQUIPMENT							
1920	ADAMSON POLICE PRODUCTS		LED WEAPON LIGHTS	INV261386	62147	12/11/2017	245.00
Total POLICE DEPT:							898.80
01-4215-3450 TELEPHONE COSTS							
41660	CENTURYLINK		1660 RFWTP	1427817828	10412	12/11/2017	7.56
Total COMMUNICATIONS DEPT:							7.56
01-4215-3691 TELEPHONE MAINTENANCE							
50400	TECHNOLOGY SYSTEMS CONS		TELEPHONE PROGRAMMING	38528	62142	12/12/2017	160.00
01-4215-3691 TELEPHONE MAINTENANCE							
52880	UMB BANK		PHONE CARD	12/1/17	10417	12/19/2017	22.99
Total COMMUNICATIONS DEPT:							182.99
01-4242-2292 CLOTHING ALLOWANCE							
52880	UMB BANK		GLOVES & FIX A FLAT	12/1/17	10417	12/19/2017	20.27
Total BUILDING INSPECTION DEPT:							20.27
01-4242-2400 MISCELLANEOUS EXPENSE							
52880	UMB BANK		BUILDING MEETING MEAL	12/1/17	10417	12/19/2017	23.46
Total BUILDING INSPECTION DEPT:							23.46
01-4298-5310 DOG POUND BOARDING							
42620	RED HILL ANIMAL HEALTH CEN		DOG POUND BOARDING	12/1/17	62139	12/01/2017	62.50

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Total ORDINANCE CONTROL DEPT:						62.50
01-4310-2250	SAFETY EQUIPMENT					
52880	UMB BANK	GLOVES, SAFETY VEST, SAFET	12/1/17	10417	12/19/2017	127.85
Total STREETS DEPT:						127.85
01-4310-2290	GENERAL SUPPLIES					
52880	UMB BANK	CLAMPS FOR BANNER BRACK	12/1/17	10417	12/19/2017	135.54
01-4310-2290	GENERAL SUPPLIES					
52880	UMB BANK	GLASS CLEANER	12/1/17	10417	12/19/2017	8.97
Total STREETS DEPT:						144.51
01-4310-2292	CLOTHING ALLOWANCE					
52880	UMB BANK	UNIFORMS & SAFETY JACKETS	12/1/17	10417	12/19/2017	723.97
Total STREETS DEPT:						723.97
01-4310-2420	SIGN PURCHASES					
52880	UMB BANK	POST SET	12/1/17	10417	12/19/2017	143.84
Total STREETS DEPT:						143.84
01-4310-3410	UTILITIES					
57760	XCEL ENERGY	449 WEANT	12/11/17	10413	12/11/2017	10.65
01-4310-3410	UTILITIES					
57760	XCEL ENERGY	320 SOPRIS Ave Unit A	12/11/17	10413	12/11/2017	26.31
01-4310-3410	UTILITIES					
57760	XCEL ENERGY	277 S. 4TH STREET	12/11/17	10413	12/11/2017	10.65
Total STREETS DEPT:						47.61
01-4310-3580	MAPS/SURVEYING					
52880	UMB BANK	LEVEL	12/1/17	10417	12/19/2017	249.99
Total STREETS DEPT:						249.99
01-4310-3680	DOWNTOWN ENHANCEMENTS					
92691	MOUNTAIN VIEW TREE FARM &	SPRUCE TREES FOR POTS ON	28238	24531	11/20/2017	937.50
01-4310-3680	DOWNTOWN ENHANCEMENTS					
52880	UMB BANK	CHRISTMAS LIGHTS	12/1/17	10417	12/19/2017	280.65
Total STREETS DEPT:						1,218.15
01-4310-3682	STREET LIGHT MAINTENANCE					
52880	UMB BANK	BATTERY FOR FLAG POLE LIG	12/1/17	10417	12/19/2017	15.99
Total STREETS DEPT:						15.99
01-4310-3683	STREET MAINTENANCE					
52880	UMB BANK	TIES FOR BANNERS	12/1/17	10417	12/19/2017	7.03
Total STREETS DEPT:						7.03

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01-4310-7262	PUBLIC ARTS PROGRAM					
52880	UMB BANK	CPAC RETREAT FOOD	12/1/17	10417	12/19/2017	90.26
Total STREETS DEPT:						90.26
01-4310-9410	TOOLS AND EQUIPMENT					
45940	SASE COMPANY INC	PARTS FOR WALK BEHIND CUT	INV 190997	24533	12/11/2017	2,204.00
01-4310-9410	TOOLS AND EQUIPMENT					
52880	UMB BANK	FENCING MATERIAL	12/1/17	10417	12/19/2017	251.29
Total STREETS DEPT:						2,455.29
01-4318-2290	GENERAL SUPPLIES					
52880	UMB BANK	CLEANING SUPPLIES FOR PW	12/1/17	10417	12/19/2017	32.96
Total PUBLIC WORKS ADMIN DEPT:						32.96
01-4318-3400	Rental Property Expense					
10620	C'DALE LLC	LEASE LOT B	12/11/17	10388	12/11/2017	450.00
Total PUBLIC WORKS ADMIN DEPT:						450.00
01-4318-3571	SURVEYING & MAPPING					
92483	ROARING FORK GEOSPATIAL L	GEOSPATIAL - PUBLIC WORKS	[0028]	10379	12/11/2017	75.00
Total PUBLIC WORKS ADMIN DEPT:						75.00
01-4318-3630	EQUIP MAINT AND REPAIR					
76096	LEAF	LATE CHARGE - OCTOBER	7974499	10420	12/20/2017	14.50
Total PUBLIC WORKS ADMIN DEPT:						14.50
01-4500-2244	PROGRAM SUPPLIES					
52880	UMB BANK	REPLACEMENT YOUTH BASKE	12/1/17	10417	12/19/2017	570.23
Total RECREATION DEPT:						570.23
01-4500-2250	SAFETY EQUIPMENT					
52880	UMB BANK	GLOVES	12/1/17	10417	12/19/2017	6.25
Total RECREATION DEPT:						6.25
01-4500-2290	GENERAL SUPPLIES					
52880	UMB BANK	STAPLES	12/1/17	10417	12/19/2017	10.98
Total RECREATION DEPT:						10.98
01-4500-2292	CLOTHING ALLOWANCE					
52880	UMB BANK	SAFETY JACKETS & 2 PAIR PA	12/1/17	10417	12/19/2017	297.00
Total RECREATION DEPT:						297.00
01-4500-3310	ADVERTISING					
64425	EL MONTANES LLC	1/4 PAGE AD LIGHT UP 2017 IN	3188	1016721	11/30/2017	139.00
01-4500-3310	ADVERTISING					
76106	SUAREZ, DULCE ANDREA	TRANSLATION FOR POOL SUR	12/18/17	1016724	12/18/2017	60.00

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Total RECREATION DEPT:							199.00
01-4500-3651 RIDING ARENA MAINTENANCE							
23240	GRAND JUNCTION PIPE & SUP	INV 3506126	- AMT LATER CHA	450 126 335	10407	06/27/2017	66.94
01-4500-3651 RIDING ARENA MAINTENANCE							
23240	GRAND JUNCTION PIPE & SUP	INV 3506126	BALANCE DUE	450 126 335	10407	06/27/2017	66.94
01-4500-3651 RIDING ARENA MAINTENANCE							
52880	UMB BANK	3	RAKES FOR LEAVES AT REC	12/1/17	10417	12/19/2017	419.49
Total RECREATION DEPT:							419.49
01-4500-3654 COMMUNITY GARDEN							
52880	UMB BANK		MISC SUPPLIES FOR DEMETER	12/1/17	10417	12/19/2017	178.80
Total RECREATION DEPT:							178.80
01-4500-3655 BIKE PARK MAINTENANCE							
52880	UMB BANK		AVENGER WEED KILLER CONC	12/1/17	10417	12/19/2017	1,060.00
Total RECREATION DEPT:							1,060.00
01-4500-3982 TEMP SERVICES							
35460	MOUNTAIN TEMP SERVICES LL	4TH ST PLAZE	ICE RINK LIGHT	391211	1016716	12/07/2017	146.25
Total RECREATION DEPT:							146.25
01-4500-8000 SELF FUNDED SPECIAL EVENTS							
19325	EVERGREEN ZERO WASTE		COMPOSTABLE CUPS LIGHT U	8679	1016713	12/03/2017	28.50
01-4500-8000 SELF FUNDED SPECIAL EVENTS							
52880	UMB BANK		HATS, WOOD, FOOD & BIBS FO	12/1/17	10417	12/19/2017	733.63
Total RECREATION DEPT:							762.13
01-4520-2250 SAFETY EQUIPMENT							
52880	UMB BANK		SAFETY JACKET	12/1/17	10417	12/19/2017	66.38
Total PARKS & CEMETERY DEPT:							66.38
01-4520-2380 SPRINKLER SYSTEM MAINTENANCE							
52880	UMB BANK		PIPE HANGER TO SECURE SU	12/1/17	10417	12/19/2017	1.99
Total PARKS & CEMETERY DEPT:							1.99
01-4520-3600 PARKS MAINTENANCE							
52880	UMB BANK		SOPRIS BRIDGE REPAIR PART	12/1/17	10417	12/19/2017	173.66
01-4520-3600 PARKS MAINTENANCE							
52880	UMB BANK		SPRAY PAINT BEAR PROOF CA	12/1/17	10417	12/19/2017	9.18
Total PARKS & CEMETERY DEPT:							182.84
01-4520-3660 BLDG MAINTENANCE EXPENSE							
92693	High Profile Roofing LLC		Standing seam panels re-roof G/a	REQ 1997	1016711	12/08/2017	2,000.00
01-4520-3660 BLDG MAINTENANCE EXPENSE							
52880	UMB BANK		DOUBLE SIDE TAPE	12/1/17	10417	12/19/2017	6.99

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Vendor	Vendor Name	Description	Invoice No	PO No	Invoice Date	Amount
Total PARKS & CEMETERY DEPT:						2,006.99
01-4520-3686 TREE REPLACEMENT						
92691	MOUNTAIN VIEW TREE FARM &	SPRUCE TREES FOR POTS ON	28238	24531	11/20/2017	937.50
Total PARKS & CEMETERY DEPT:						937.50
01-4520-9360 PARK IMPROVEMENTS/EQUIPMENT						
44620	ROCKY MOUNTAIN RECREATI	6" CAST BENCH BY DUMOR # 5	REQ 1998	1016712	12/08/2017	1,675.00
Total PARKS & CEMETERY DEPT:						1,675.00
01-4520-9370 CEMETERY IMPROVEMENT/MAINTENAN						
52880	UMB BANK	WHITE HILL CEMETERY FENCE	12/1/17	10417	12/19/2017	249.18
Total PARKS & CEMETERY DEPT:						249.18
01-4520-9410 TOOLS AND EQUIPMENT						
23240	GRAND JUNCTION PIPE & SUP	INV 3540542 BALANCE DUE	450 126 335	10407	06/27/2017	74.96
01-4520-9410 TOOLS AND EQUIPMENT						
23240	GRAND JUNCTION PIPE & SUP	INV 3540542 MANHOLE COVER	450 126 335	10407	06/27/2017	74.96
01-4520-9410 TOOLS AND EQUIPMENT						
52880	UMB BANK	BATTERIES FOR EQUIPMENT	12/1/17	10417	12/19/2017	29.98
Total PARKS & CEMETERY DEPT:						29.98
10-4800-3600 PARKS MAINTENANCE						
52880	UMB BANK	BEAR PROOF TRASHCANS RE	12/1/17	10417	12/19/2017	424.77
Total CONSERVATION TRUST:						424.77
31-4335-2100 POSTAGE						
53380	US POSTMASTER	UB POSTAGE	141018	93313	12/04/2017	1,500.00
Total WASTEWATER DEPT:						1,500.00
31-4335-2111 LAB SUPPLIES						
52880	UMB BANK	NITROGEN AMMONIA TEST TU	12/1/17	10417	12/19/2017	355.16
Total WASTEWATER DEPT:						355.16
31-4335-2210 CHEMICALS						
17580	DPC INDUSTRIES INC	CHLORINE (4) & SODIUM HYPO	737005751-1	93302	11/28/2017	1,613.39
Total WASTEWATER DEPT:						1,613.39
31-4335-2250 SAFETY EQUIPMENT						
52880	UMB BANK	FIRST AID KIT FOR WWTP	12/1/17	10417	12/19/2017	43.17
Total WASTEWATER DEPT:						43.17
31-4335-2290 GENERAL SUPPLIES						
52880	UMB BANK	CLEANERS & LAUNDRY SOAP	12/1/17	10417	12/19/2017	164.28
Total WASTEWATER DEPT:						164.28

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31-4335-2320	VEHICLE MAINTENANCE						
52880	UMB BANK		WIPERS FOR TRUCK & HOSES	12/1/17	10417	12/19/2017	45.16
Total WASTEWATER DEPT:							45.16
31-4335-2380	PLANT MAINTENANCE						
15620	CUMMINS ROCKY MOUNTAIN L		BATTERY REPLACEMENT ON G	003-15673	93333	12/11/2017	726.80
31-4335-2380	PLANT MAINTENANCE						
52880	UMB BANK		AIR RELEASE VALVES WWTP,E	12/1/17	10417	12/19/2017	2,150.35
Total WASTEWATER DEPT:							2,877.15
31-4335-2381	SLUDGE DISPOSAL						
35420	MOUNTAIN WASTE & RECYCLI		HAUL CHARGES WW	0000783437	10400	12/12/2017	1,282.40
31-4335-2381	SLUDGE DISPOSAL						
39840	PITKIN COUNTY TREASURER		BIOSOLIDS DISPOSAL	738774	93311	12/08/2017	191.99
31-4335-2381	SLUDGE DISPOSAL						
39840	PITKIN COUNTY TREASURER		BIOSOLIDS DISPOSAL	738422	93310	12/06/2017	210.19
31-4335-2381	SLUDGE DISPOSAL						
39840	PITKIN COUNTY TREASURER		BIOSOLIDS DISPOSAL	739262	93314	12/13/2017	223.23
31-4335-2381	SLUDGE DISPOSAL						
39840	PITKIN COUNTY TREASURER		BIOSOLIDS DISPOSAL	739562	93318	12/15/2017	144.67
Total WASTEWATER DEPT:							2,052.48
31-4335-3560	SOFTWARE SERVICES						
10460	CASELLE INC		MONTHLY SOFTWARE SUPPO	84518	10377	12/01/2017	760.00
Total WASTEWATER DEPT:							760.00
31-4335-3575	UTILITY BILL OUTSOURCING						
2080	ADVANCED INFO SYSTEMS		UB OUTSOURCING	14109	93312	12/05/2017	232.57
Total WASTEWATER DEPT:							232.57
31-4335-3580	PERMIT AND LAB FEES						
52880	UMB BANK		QQ MEETING	12/1/17	10417	12/19/2017	20.00
Total WASTEWATER DEPT:							20.00
31-4335-3630	COMPUTER EQUIPMENT & MAINT.						
52880	UMB BANK		BATTERY BACK UP & LITHIUM	12/1/17	10417	12/19/2017	273.97
Total WASTEWATER DEPT:							273.97
31-4335-3661	GENERAL MAINTENANCE & REPAIRS						
49380	STOUTS ELECTRIC MOTOR SV		RECONDITIONED MOTOR & RE	54236	93331	12/14/2017	382.36
Total WASTEWATER DEPT:							382.36
31-4335-3810	TRAINING						
52880	UMB BANK		LODGING DURING TRAINING &	12/1/17	10417	12/19/2017	248.57
Total WASTEWATER DEPT:							248.57
31-4335-9350	MAPPING						
92483	ROARING FORK GEOSPATIAL L		GEOSPATIAL - UTILITIES	[0026]	10379	12/11/2017	25.00

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Vendor	Vendor Name	Description	Invoice No	PO No	Invoice Date	Amount
Total WASTEWATER DEPT:						25.00
31-4335-9410	TOOLS AND EQUIPMENT					
15620	CUMMINS ROCKY MOUNTAIN L	SERVICE & DIAGNOSTICS ON	003-15487	93307	12/06/2017	746.00
31-4335-9410	TOOLS AND EQUIPMENT					
52880	UMB BANK	TOOLS & TOOL BOX FOR A BA	12/1/17	10417	12/19/2017	238.91
Total WASTEWATER DEPT:						984.91
41-2201	DEPOSITS HELD					
76370	WESTERN STATES RECLAMATI	BULK METER DEPOSIT REFUN	1144496	93329	12/05/2017	896.10
Total :						896.10
41-4336-2100	POSTAGE					
53380	US POSTMASTER	UB POSTAGE	141018	93313	12/04/2017	1,500.00
Total WATER DEPT:						1,500.00
41-4336-2111	LAB SUPPLIES					
52880	UMB BANK	NITROGEN AMMONIA TEST TU	12/1/17	10417	12/19/2017	246.74
Total WATER DEPT:						246.74
41-4336-2250	SAFETY EQUIPMENT					
52880	UMB BANK	WET DRY VAC, FIRST AID KIT &	12/1/17	10417	12/19/2017	17.99
Total WATER DEPT:						17.99
41-4336-2290	GENERAL SUPPLIES					
52880	UMB BANK	LIFEPROOF CASES FOR I PAD	12/1/17	10417	12/19/2017	99.99
Total WATER DEPT:						99.99
41-4336-2292	UNIFORMS					
52880	UMB BANK	PANTS & JACKET	12/1/17	10417	12/19/2017	282.71
Total WATER DEPT:						282.71
41-4336-2380	PLANT & INTAKE MAINTENANCE					
52880	UMB BANK	TIRES, HUBS, SPINDLES FOR E	12/1/17	10417	12/19/2017	808.74
Total WATER DEPT:						808.74
41-4336-2383	DISTRIBUTION MAINTENANCE					
2420	AIR COMPRESSOR SERVICE IN	FOOD GRADE SYTHETIC OIL	44061	93332	12/15/2017	326.10
41-4336-2383	DISTRIBUTION MAINTENANCE					
52880	UMB BANK	COPPER TUBING, STRAIGHT V	12/1/17	10417	12/19/2017	408.95
Total WATER DEPT:						735.05
41-4336-3560	SOFTWARE SERVICES					
10460	CASELLE INC	MONTHLY SOFTWARE SUPPO	84518	10377	12/01/2017	760.00
Total WATER DEPT:						760.00

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41-4336-3571	MAPPING						
92483	ROARING FORK GEOSPATIAL L	GEOSPATIAL - UTILITIES		[0026]	10379	12/11/2017	25.00
Total WATER DEPT:							25.00
41-4336-3575	UTILITY BILL OUTSOURCING						
2080	ADVANCED INFO SYSTEMS	UB OUTSOURCING		14109	93312	12/05/2017	232.57
Total WATER DEPT:							232.57
41-4336-3580	PERMIT AND LAB FEES						
52880	UMB BANK	QQ MEETING - FROM PREVIOUS		12/1/17	10417	12/19/2017	20.00
Total WATER DEPT:							20.00
41-4336-3630	COMPUTER EQUIPMENT & MAINT.						
52880	UMB BANK	RETURN WIFI BOOSTERS		12/1/17	10417	12/19/2017	89.97
Total WATER DEPT:							89.97
41-4336-3631	PLANT MAINTENANCE CONTRACT						
52880	UMB BANK	PLYWOOD, CAULK & GREAT ST		12/1/17	10417	12/19/2017	150.30
Total WATER DEPT:							150.30
41-4336-3683	STREET MAINTENANCE						
23240	GRAND JUNCTION PIPE & SUP	INV 3551667 BALANCE DUE		450 126 335	10407	06/27/2017	38.54
Total WATER DEPT:							38.54
41-4336-3810	TRAINING						
52880	UMB BANK	DINNERS DURING TRAINING, D		12/1/17	10417	12/19/2017	158.76
Total WATER DEPT:							158.76
41-4336-9410	TOOLS AND EQUIPMENT						
2470	AIRGAS USA LLC	WELDING HELMET		9070470803	93305	12/06/2017	180.00
41-4336-9410	TOOLS AND EQUIPMENT						
52880	UMB BANK	DRILL/IMPACT DRIVER		12/1/17	10417	12/19/2017	239.98
Total WATER DEPT:							419.98
41-4337-3570	DESIGN AND ENGINEERING						
48260	SOPRIS SUN	NETTLE CREEK - FINAL SETTLE		16980	10384	11/23/2017	21.90
41-4337-3570	DESIGN AND ENGINEERING						
48260	SOPRIS SUN	NETTLE CREEK - FINAL SETTLE		16980	10384	11/23/2017	22.63
41-4337-3570	DESIGN AND ENGINEERING						
48260	SOPRIS SUN	NETTLE CREEK - FINAL SETTLE		16903	10387	11/09/2017	44.53
Total CAPITAL CONSTR/OUTLAY DEPT:							89.06
41-4337-7200	PLANT CONSTRUCTION						
76216	MUELLER CONSTRUCTION SE	FINAL PAY APP CRYSTAL WEL		17-2980-04R	933153	12/14/2017	2,599.90
41-4337-7200	PLANT CONSTRUCTION						
53560	USDA FOREST SERVICE	SPECIAL USE PERMIT		SPECIAL US	93304	12/01/2017	9,072.57
41-4337-7200	PLANT CONSTRUCTION						
46300	SGM	GENERAL ENGINEERING- NET		93146EE.001	93330	12/18/2017	519.75

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Total CAPITAL CONSTR/OUTLAY DEPT:							12,192.22
41-4337-7220 BUILDING CONSTRUCTION							
4130	PNCI CONSTRUCTION INC	NETTLE CREEK WTR PLT SID I	11/3/17	93306	11/03/2017		20,918.00
Total CAPITAL CONSTR/OUTLAY DEPT:							20,918.00
41-4337-9342 METERS							
23240	GRAND JUNCTION PIPE & SUP	3/4" BACKFLOW (10) & (2) 1" BA	3561975	93308	12/06/2017		1,571.73
41-4337-9342 METERS							
23240	GRAND JUNCTION PIPE & SUP	(8) 1" BACKFLOWS	3561974	93309	12/06/2017		1,103.44
Total CAPITAL CONSTR/OUTLAY DEPT:							2,675.17
41-4337-9410 TOOLS & SHOP EQUIPMENT							
52880	UMB BANK	IMPACT WRENCH	12/1/17	10417	12/19/2017		239.99
Total CAPITAL CONSTR/OUTLAY DEPT:							239.99
74-4337-7205 HIGHWAY 133 CONSTRUCTION							
23240	GRAND JUNCTION PIPE & SUP	INV 3520450 BALANCE DUE ON	450 126 335	10407	06/27/2017		83.64
74-4337-7205 HIGHWAY 133 CONSTRUCTION							
23240	GRAND JUNCTION PIPE & SUP	INV 3539335 BALANCE DUE	450 126 335	10407	06/27/2017		60.15
74-4337-7205 HIGHWAY 133 CONSTRUCTION							
23240	GRAND JUNCTION PIPE & SUP	INV 3539335 BALANCE DUE	450 126 335	10407	06/27/2017		14.81
74-4337-7205 HIGHWAY 133 CONSTRUCTION							
23240	GRAND JUNCTION PIPE & SUP	INV 3506126 BALANCE DUE	450 126 335	10407	06/27/2017		46.56
74-4337-7205 HIGHWAY 133 CONSTRUCTION							
23240	GRAND JUNCTION PIPE & SUP	INV 3506126 BALANCE DUE	450 126 335	10407	06/27/2017		46.56
Total CAPITAL CONSTR/OUTLAY DEPT:							158.60
75-34-75 OTHER RECREATION CTR REVENUE							
92694	JENSEN, DEE	REFUND FOR PROGRAM CANCE	163567	1016718	11/03/2017		10.00
75-34-75 OTHER RECREATION CTR REVENUE							
92695	HOFFMAN, CHARITY	REFUND FOR PROGRAM CANCE	165156	1016719	12/11/2017		244.00
75-34-75 OTHER RECREATION CTR REVENUE							
92666	THRAEN, JASON	REFUND FOR PROGRAM CANCE	165173	1016720	12/11/2017		17.50
Total :							271.50
75-4500-2110 OFFICE SUPPLIES							
52880	UMB BANK	OPERATION GRATITUDE - HAL	12/1/17	10417	12/19/2017		172.34
Total RECREATION CENTER:							172.34
75-4500-2244 PROGRAM SUPPLIES							
52880	UMB BANK	REPLACEMENT TOP ROPES F	12/1/17	10417	12/19/2017		1,309.96
Total RECREATION CENTER							1,309.96
75-4500-2290 GENERAL SUPPLIES							
56350	WESTERN PAPER DISTRIBUTO	CLEANING PRODUCTS REC CE	2836816 28	1016715	12/14/2017		255.12
75-4500-2290 GENERAL SUPPLIES							
56350	WESTERN PAPER DISTRIBUTO	CLEANING PRODUCTS REC CE	2836816 28	1016715	12/14/2017		34.44

**MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
DECEMBER 12, 2017**

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on December 12, 2017, at 6:00 p.m. in the Town Hall meeting room.

STUDENT OF THE MONTH

Students from Carbondale Community School, Carbondale Middle School and Ross Montessori School were in attendance to receive the "Student of the Month" award. The following students were awarded a Certificate of Achievement from Mayor Dan Richardson:

Atreya Stryker	Sierra Hageland
Jasmine Ingle-Lewis	Hannah Thomoff
Chelsea Lovo Alberto	Eder Rubio

ROLL CALL:

The following members were present for roll call:

Mayor	Dan Richardson
Trustees	Frosty Merriott
	Marty Silverstein
	Erica Sparhawk
	Ben Bohmfalk
	Heather Henry
	Luis Yllanes
Staff Present:	
Town Manager	Jay Harrington
Town Clerk	Cathy Derby
Attorney	Mark Hamilton
Finance Director	Renae Gustine
Public Works Director	Kevin Schorzman
Utilities Director	Mark O'Meara

CONSENT AGENDA

- Accounts Payable totaling \$285,788.03
- BOT 11/21/17 Work Session Minutes

- BOT 11/28/17 Regular Meeting Minutes
- Liquor License Renewal – Black Nugget
- Liquor License Renewal – Cripple Creek Backcountry
- Report of Changes (manager) – The Goat
- Ratification of Settlement in Khale vs. Town of Carbondale

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

7 yes votes: Silverstein, Bohmfalk, Sparhawk, Henry, Merriott, Yllanes, Richardson

Police Chief Gene Schilling introduced the Board to new police officer Brandyn Rupp.

Police Chief Gene Schilling presented Trustee Merriott with an award for suggesting the police carry the anti-overdose medication Narcan. Two lives were saved last year as a result of the police carrying the drug.

EMPLOYEE RECOGNITION 20 YEARS OF SERVICE – DAVID MORENO

Mayor Richardson recognized David Moreno's 20 years of service with the Town.

PERSONS PRESENT NOT ON THE AGENDA

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

TRUSTEE COMMENTS

Trustee Bohmfalk stated that he recently met with the Child Care Coalition Group. He also met with Michael Durant, Chairman of the Planning and Zoning (P&Z) Commission, to see if the P&Z needed clarification on the Board's direction to consider if child care facilities should be permitted in industrial zones and if they would allow reduced parking. Michael told Trustee Bohmfalk that the P&Z understood the Board's direction and they agreed that child care facilities should not be permitted in industrial zones. Michael stated that the P&Z won't review changing the zoning again unless the Board gives them new direction. The Board agreed to have a work session with the Child Care Coalition in January.

Trustee Bohmfalk informed the Board that he attended the Pitkin County Waste Diversion meeting. They have drafted an ordinance which Pitkin County is considering passing. Municipalities can modify the ordinance to meet their needs. The goal is to have consistency for valley waste haulers. The ordinance concentrates on the following components: volumetric pricing on trash, the cost of recycling would be included in the base fee, and new reporting requirements for haulers. A single hauler is not being considered. Pitkin County hopes to enact the ordinance in 2019. The Board agreed that a discussion on the proposed ordinance is needed.

Trustee Bohmfalk stated that the Town needs to conduct educational outreach on idling.

Trustee Sparhawk stated that she attended the Third Street Board meeting. They completed their financial reviews and she said that the Center has great financial controls in place. Also, they have developed a three year building maintenance plan. Also, Board members recently attended fundraising training.

Trustee Merriott stated that a deer was recently hit and found dead in River Valley Ranch (RVR). The deer was either hit elsewhere, and traveled to RVR where it died, or it was hit in RVR. Trustee Merriott asked people to slow down.

Trustee Merriott stated that he attended the Garfield Clean Energy (GCE) meeting. He was impressed with Erica and Brendon's presentation. GCE has been responsible for over \$6 million in energy savings since its inception.

Mayor Richardson thanked staff for their help with another successful First Friday.

Mayor Richardson stated that he attended the Art Space meeting. He said it was inspiring and he is optimistic that the project will come to fruition.

Mayor Richardson announced that a new business, Why Cycles has moved their headquarters to Carbondale.

Mayor Richardson stated that he attended the Chamber Luncheon. There was a great presentation from Glen X.

Mayor Richardson told the Board that he will attend the Garfield County Planning & Zoning Commission meeting to represent Town staff's comments on density issues and how they will affect the Town.

Mayor Richardson stated that the Board will be discussing economic development at the December 19th work session.

The December 26th BOT meeting will be held at 6:00 p.m.

ATTORNEY'S REPORT

The attorney did not have a report.

PROCLAMATION – CHRIS CHACOS

Mayor Richardson read a proclamation honoring Chris Chacos' outstanding community service.

PUBLIC HEARING – ADOPTION OF 2018 BUDGET

Renae gave an overview of the 2018 budget. Key points included:

- The 2018 Budget projects a conservative 2% increase in sales tax
- The Town continues to see a decrease in Mineral Leasing and Mineral Severance Tax funds
- The 2018 Budget plans for \$526,727 of reserve spending, mostly for capital improvements
- \$30,000 will be transferred to the Housing Fund – a portion of the money will be spent on a regional housing study
- At year-end 2018 the General Fund will have a reserve balance of \$4.94 million.
- Staff will receive a 3% COLA
- The Town's health insurance premium increased 13% for 2018 – it's a \$1.2 million expense

Jay stated that he was notified that the Mt. Sopris Historical Society cannot afford to pay their Executive Director and they requested that she become a full-time employee of the Town. Jay noted that we have not budgeted for, nor do we have the money to add an employee. The Board agreed and they will have a discussion on how the Mt. Sopris Historical Society can continue to function.

Trustee Bohmfalk stated that last year the Board agreed that an amount equal to 75% of the budget should be kept in reserves. The 2018 reserves are 71%. Jay explained that the reduction is due to a possible land acquisition. Trustee Bohmfalk stated that he is uncomfortable with reserves going below 75%.

Mayor Richardson opened the meeting to public comment. There was no present who wished to address the Board so he closed the public hearing.

Trustee Henry made a motion to approve Resolution No. 15, Series of 2017, Ordinance No. 19 Series of 2017, Resolution No. 16, Series of 2017 and Ordinance No. 20, Series of 2017 approving the 2018 Budget. Trustee Bohmfalk seconded the motion and it passed with:

7 yes votes: Henry, Bohmfalk, Richardson, Yllanes, Merriott, Sparhawk, Silverstein

SPECIAL EVENT TASK FORCE – 2018 SPECIAL EVENT CALENDAR

Jake Boyles, representing the Special Event Task Force & Main St. Closure Committee (the "Committee"), was present at the meeting.

Jake went over the proposed special events and noted that there are no new events proposed.

Trustee Sparhawk made a motion to approve the 2018 special events and street closures as recommended by the Special Events Task Force and Main St. Closure Committee. Trustee Silverstein seconded the motion and it passed with:

7 yes votes: Yllanes, Richardson, Silverstein, Sparhawk, Henry, Bohmfalk, Merriott

Jake explained that the Committee also discussed the possibility of creating an Entertainment District and Common Consumption Area for the June, July and August First Fridays. Main Street would be closed off and consumption of alcoholic beverages would be permitted within the closed off boundary.

The idea came about while trying to create a dedicated revenue source for First Friday and to create a vibrant street scene with events and activities that do not compete with the brick and mortar businesses. The Chamber would sell cups and people would take the cup to a business with a liquor license where they would purchase an alcoholic beverage which they could then take out to the street.

The Committee discussed if allowing alcohol on the street would distract from First Friday being a family event. However, the majority agreed that it would enhance rather than deter from the family aspect.

The Board agreed that an additional discussion on the Entertainment District concept is warranted. Topics that need to be addressed include: security, who oversees the people possessing the cups, members of the Board would like some transportation offerings (e.g. hayrides) increase the amount of kid activities, would participating businesses be willing to voluntarily provide tax reporting. The Board would like staff to draft legislation and the staff report should include the Greely Entertainment District ordinance. The Board also feels that it's important to take public comment.

RETAIL MARIJUANA CULTIVATION RENEWAL APPLICATION – CRYSTAL RIVER GROWERS

Staff informed the Board that the renewal application is in order. However, the applicant did not purchase the required 30% of the total energy consumed in the form of renewable energy. The applicant attempted to purchase a block of energy from Xcel to offset his previous consumption but was unable to do so. On November 11, 2017, the applicant subscribed to purchase renewable energy from Xcel at the 100% level.

Staff recommended that the Board approve Crystal River Growers Retail Marijuana Cultivation Renewal Application with the condition that Crystal River Growers will provide the town clerk with monthly statements from Xcel showing that Crystal Rivers is enrolled at the 100% renewable energy level.

Trustee Sparhawk made a motion to approve Crystal River Growers Retail Marijuana Cultivation Renewal Application with the condition that Crystal River Growers will

provide the town clerk with monthly statements from Xcel showing that Crystal Rivers is enrolled at the 100% renewable energy level. Trustee Yllanes seconded the motion and it passed with:

7 yes votes: Henry, Silverstein, Yllanes, Sparhawk, Bohmfalk, Merriott, Richardson

**RESOLUTION NO. 17, SERIES OF 2017 – AMENDMENTS TO MUNICIPAL CODE
APPENDIX A FEE SCHEDULE**

Staff has proposed the following 2018 fee increase amendments to Appendix A of the Municipal Code: recreation center, pool, Gateway Park, park rentals, water rates, marijuana fees, and liquor license application fees.

Mayor Richardson noted that he would like the Board to consider increasing waste hauler fees in the future.

Trustee Silverstein made a motion to approve Resolution 17, Series of 2017, amending Appendix A of the Carbondale Municipal Code. Trustee Henry seconded the motion and it passed with:

7 yes votes: Sparhawk, Henry, Yllanes, Richardson, Merriott, Silverstein, Bohmfalk

AWARD OF NETTLE CREEK HYDRO FEASIBILITY STUDY

Mark O'Meara explained that staff sent out a Request for Proposal for a Nettle Creek Hydro Feasibility Study. Seven proposals were received. Staff chose Small Hydro Consulting, Inc. although they weren't the lowest bid. Mar explained that the lowest bids didn't have the specific experience that is needed for the study. Mark has worked with the Small Hydro Consulting, Inc. the past and was very happy with their work.

The cost of the work is \$15,500. The Town received a matching grant for \$15,000 from Colorado Water Resources and Power Development Authority for planning, design and permitting activities. The Town's share is \$7,750. The Town may use the remaining funds for design work.

ADJOURNMENT

The December 12, 2017, regular meeting adjourned at 8:25 p.m. The next regularly 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

**RESOLUTION NO. 18
SERIES OF 2017**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
CARBONDALE, COLORADO, RATIFYING THE SETTLEMENT
AGREEMENT IN BAILEY FAMILY INVESTMENT COMPANY, LLLP V.
SUSTAINABLE SETTINGS, INC., ET AL., CASE NO. 2016CV30036**

WHEREAS, Bailey Family Investment Company, LLLP sued Sustainable Settings, Inc. on March 11, 2016 in District Court, Pitkin County, Colorado, Case No. 2016CV30036 regarding the Low Line Ditch (the "Ditch") and related easement rights; and

WHEREAS, the Court joined the Town of Carbondale and Cold Mountain Ranch, LLLP as necessary parties by virtue of their ownership interests in the Ditch on July 27, 2017; and

WHEREAS, the parties to the case engaged in mediation on November 29, 2017, at which time the parties agreed to and signed a settlement agreement (the "Settlement Agreement"), as attached as Exhibit A, to resolve all claims in Case No. 2016CV30036; and

WHEREAS, the Board of Trustees has reviewed the terms of the Settlement Agreement;

NOW THEREFORE, be it resolved by the Board of Trustees of the Town of Carbondale, Colorado that the Town of Carbondale ratifies the Settlement Agreement in Case No. 2016CV30036, as attached as Exhibit A.

INTRODUCED, READ, AND PASSED THIS _____ DAY OF DECEMBER, 2017.

TOWN OF CARBONDALE, COLORADO

By: _____
Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk

EXHIBIT A**16CV30036: Settlement Agreement (in Concept) for Low Line Ditch through Sustainable Settings Property****Barns:**

Sustainable will move Ditch and the adjacent lateral to the north and east as displayed in the image below. Sierra Excavating (Gilbert Ramirez) to complete work at Sustainable's sole expense.

**Pump and Electric Box:**

Sustainable will move the pump and electric box west of the existing roadway at Sustainable's sole expense.

Fence:

Down-ditch owners will be responsible for non-chemical maintenance of the Ditch through Sustainable's property

Sustainable will remove the fence that was installed within the past five years (the "Fence"). If Sustainable elects to replace the Fence, replacement shall be as follows:

Area A and B will be field flagged by the parties within 7 days.

Area A is where the strip of land between Low Line and lateral is too tight to accommodate maintenance equipment with a permanent fence. In Area A, Fence must be replaced with electric fencing or another temporary fencing of Sustainable's selection (estimated to be approximately 800 feet of fencing and subject to field verification regarding width of strip between Low Line and lateral).

Area B is where there is sufficient space between the Low Line and the lateral to accommodate a fence, if fence is relocated closer to lateral. (Approximately the lower 1800 feet of the existing new fence, by preliminary calculations).

Use of Chemicals:

Chemical Herbicides will not be used by the parties to this Agreement upon the Sustainable Settings property so long as the Sustainable Settings property is owned by Sustainable Settings or being operated as a certified organic facility.

Other Existing Improvements:

Existing improvements including the historic fence, shed, and other permanent structures may remain in place.

The willows on the highway-side of the "Buffer Zone" adjacent to the compound can remain.

- Maintenance of the Ditch by the down-ditch owners shall be in the same manner as on the down-ditch properties.
- Final Settlement to be recorded in Pitkin County Real Property Records.
- Subject to ratification by Town of Carbondale Board of Trustees.

William S. Fals
[Signature]
[Signature]

Brook Selvan

SRC SUBSCRIBER AGENCY AGREEMENT
FOR XCEL ENERGY SOLAR*REWARDS COMMUNITY PROGRAM

SRC Subscriber Name: **TOWN OF CARBONDALE**

SRC Subscriber Retail Customer Account Number: **See Attachment A**

SRC Subscriber Service Address: **See Attachment A**

SRC Subscriber E-mail Address: _____

SRC Subscriber Mailing Address: _____

SRC Subscriber Phone Number: _____

SRC Producer (Subscriber Organization) Name: TCA Microgrid Energy, LLC

Solar Garden ID:

Location of Solar Garden: **See Attachment A**

SRC Subscriber's Initial Subscription Share: _____ kW

The undersigned SRC Subscriber hereby authorizes TCA Microgrid Energy, LLC ("SRC Producer"), and SRC Producer hereby accepts the responsibility, to act as SRC Subscriber's agent for purposes of selling to Public Service Company of Colorado ("Public Service") all of SRC Subscriber's beneficial interest in and to the Photovoltaic Energy and associated Renewable Energy Credits generated by, and delivered to Public Service from, the Photovoltaic Energy System ("PV System") identified above, including full authority for SRC Producer to enter into a long-term contract on behalf of SRC Subscriber for such sale and to administer such contract, all pursuant to Public Service's Solar*Rewards Community Program and Rate Schedule SRC of Public Service's electric tariff on file with the Colorado Public Utilities Commission ("Commission") and in effect from time to time.

1. **Duties of SRC Producer Generally.** SRC Producer shall be responsible for issuing and managing the subscriptions of all SRC subscribers in the PV System and for selling to Public Service the subscribed and unsubscribed portions of the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System and delivered to Public Service at the production meter located at the PV System site. In performing such functions, SRC Producer shall be solely responsible for communicating directly to Public Service SRC Subscriber's information concerning its subscription in the PV System, including its beneficial interest in the Photovoltaic Energy and associated Renewable Energy Credits generated and produced by the PV System. SRC Subscriber acknowledges and agrees that Public Service shall exclusively rely on such information as regularly and timely communicated from the SRC Producer for the purpose of calculating the SRC Credit that will be applied by Public Service and reflected on SRC Subscriber's subsequent electric service bills as compensation for Public Service's receipt of SRC Subscriber's share of the Photovoltaic Energy and associated Renewable Energy Credits generated and produced by the PV System, in accordance with Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff.

2. **Adjustments of Prior Period SRC Bill Credits.** To the extent the subscription information communicated by SRC Producer to Public Service and used by Public Service for purposes of calculating the SRC Credit applied on SRC Subscriber's electric service bill was incorrect, SRC Producer shall be responsible for processing all corrections or other adjustments of SRC Credits previously applied by Public Service to SRC Subscriber's electric service bills and to collect any overpayments and remit any underpayments for all such SRC Credits, as necessary, among SRC Subscriber and other SRC subscribers owning subscriptions in the PV System. SRC Subscriber acknowledges and agrees that any such corrections in amounts previously applied by Public Service as an SRC Credit on any of SRC Subscriber's electric service bills for prior periods shall be administered exclusively by SRC Producer, and that Public Service shall not be required to increase or reduce any SRC Credit previously applied to SRC Subscriber's electric service bill in any prior period to the extent such corrections are the result of incorrect subscription information for the PV System communicated to Public Service by SRC Producer. In connection with SRC Producer's execution of its responsibilities to process any such adjustments to SRC Credits previously applied by Public Service with respect to the PV System, SRC Subscriber hereby authorizes Public Service to disclose and release to SRC Producer any and all information reflected on SRC Subscriber's bills for retail electric service for all relevant periods, as may be necessary for SRC Producer to fully and properly administer such prior period adjustments among all SRC subscribers in the PV System.

3. **Limitation of Agency.** This Agency Agreement shall only serve to authorize SRC Producer to act as SRC Subscriber's agent with respect to SRC Subscriber's beneficial interest in and to the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System and delivered to Public Service to the extent that SRC Subscriber's subscription continues from time-to-time to qualify as a valid subscription in the PV System in accordance with Section 40-2-127, C.R.S., the effective rules and regulations promulgated thereunder by the Colorado Public Utilities Commission, and Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff.

4. **Term of Agency and Termination.** (a) This Agency Agreement shall become effective upon its execution by both SRC Subscriber and SRC Producer and shall continue in effect for so long as a valid and existing contract between Public Service and SRC Producer for the purchase and sale of such Photovoltaic Energy and associated Renewable Energy Credits shall continue in effect.

(b) This Agency Agreement may be terminated by either SRC Producer or SRC Subscriber upon Public Service's receipt of notice that SRC Subscriber's subscription in the PV System has been terminated or transferred in its entirety, or that SRC Subscriber no longer holds an interest in the beneficial use of the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System.

(c) This Agency Agreement shall automatically terminate upon: (i) the effective date of the termination of the contract between SRC Producer and Public Service for the purchase and sale of Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System; or (b) in the event of an effective assignment by SRC Producer of such contract, where Public Service has consented to such assignment in writing, the effective date of a replacement agency agreement between SRC Subscriber and the new owner or subscriber organization of the PV System that has taken assignment of such contract from SRC Producer.

6. **Representation and Acknowledgement.** By executing this SRC Subscriber Agency Agreement, SRC Subscriber represents and warrants that the information stated herein is true and correct to the best of SRC Subscriber's knowledge and belief and that SRC Subscriber has signed up for the stated subscription share size in the PV System through SRC Producer.

7. **Consent to Disclose Account Information.** SRC Subscriber shall provide to Public Service a completed and signed "Consent to Disclose Utility Customer Data" form granting consent for Public Service to share information regarding SRC Subscriber's past and present electric usage at the Service Address(es) identified above in order for SRC Producer independently to verify the extent of SRC Subscriber's eligibility to hold a subscription in the PV System pursuant to Section 40-20-127, C.R.S., the effective rules and regulations promulgated thereunder by the Colorado Public Utilities Commission, and Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff. The Consent to Disclose Utility Customer Data form shall be that form posted from time to time on the Xcel Energy website or the website of the Colorado Public Utilities Commission.

IN WITNESS WHEREOF, this Agency Agreement was duly executed by the undersigned authorized representatives of SRC Subscriber and SRC Producer.

SRC SUBSCRIBER:

SRC PRODUCER:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Attachment A

Site Premises

Account	Premise	Site Address	County
53-1036736-5	300006541	350 COUNTY ROAD 101	Garfield
53-1036736-5	300012067	1399 1/2 BARBER DR	Garfield
53-1036736-5	300012072	1400 1/2 BARBER DR REST	Garfield
53-1036736-5	300019259	756 HIGHWAY 133	Garfield
53-1036736-5	300022650	101 HOLLAND DR PUMP	Garfield
53-1036736-5	300040685	100 HOLLAND DR	Garfield
53-1036736-5	300062909	55 RIVER VALLEY RANCH RD PARK	Garfield
53-1036736-5	300083419	511 COLORADO AVE	Garfield
53-1036736-5	300087070	609 N 4TH ST	Garfield
53-1036736-5	300096792	1190 HIGHWAY 133 PUMP	Garfield
53-1036736-5	300106529	311 MEADOWOOD DR	Garfield
53-1036736-5	300115973	684 MAIN ST POOL	Garfield
53-1036736-5	300142443	2555 HIGHWAY 133 PUMP	Garfield
53-1036736-5	300150184	2632 HIGHWAY 133 VALT	Garfield
53-1036736-5	300150320	489 WEANT BLVD	Garfield
53-1036736-5	300150896	410 MAIN ST PLAZA	Garfield
53-1036736-5	300172040	727 SEBREE PL STAT-PUMP	Garfield
53-1036736-5	300198317	659 EUCLID AVE PARK	Garfield
53-1036736-5	300203285	611 MEADOWOOD DR PARK LGTS	Garfield
53-1036736-5	303933794	100 CRYSTAL RIVER RD R TOWER	Garfield
53-1036736-5	303934975	728 GARFIELD AVE	Garfield
53-1036736-5	303967966	4011 1/2 CRYSTAL BRIDGE DR	Garfield
53-1036736-5	304023829	113 1/2 INDICA WAY LIGHT	Garfield
53-1036736-5	304071175	567 COLORADO AVE	Garfield
53-1036736-5	304071242	21 N 2ND ST ST LT	Garfield
53-1036736-5	304071243	216 S 2ND ST ST LT	Garfield
53-1036736-5	304071262	610 MAIN ST ST LT	Garfield
53-1036736-5	304071264	625 MAIN ST ST LT	Garfield
53-1036736-5	304071265	701 MAIN ST ST LT	Garfield
53-1036736-5	304071266	868 MAIN ST ST LT	Garfield
53-1036736-5	304071267	946 MAIN ST ST LT	Garfield
53-1036736-5	304071268	37 N 8TH ST ST LT	Garfield
53-1036736-5	304071269	40 S 8TH ST ST LT	Garfield
53-1036736-5	304113030	465 MAIN ST	Garfield
53-1036736-5	304180161	699 COLORADO AVE	Garfield
53-9010007-7	301763564	520 S 3RD ST	Garfield
53-9672663-3	304219053	390 MAIN ST SHED	Garfield
53-9672663-3	304324621	449 WEANT BLVD IRRIG	Garfield
53-9672663-3	304354305	320 SOPRIS AVE A	Garfield

Community Solar Services Agreement

Subscriber Name	Town of Carbondale
Contact Name	Jay Harrington
Email	jharrington@carbondaleco.net
Phone	970-510-1207

Billing Address	Town of Carbondale	Street
	511 Colorado Ave.	City
	Carbondale, CO 81623	State
		Zip
		County
Meter Site Address (Additional Site Addresses, if any, listed in Attachment C)		Street
		City
		State
		Zip
		County
Utility	Xcel Energy	

Subscription Terms	Production Capacity	200	kW (DC)
	Price	0.06750	¢/kWh
	Escalator	1.35	%/yr
"Community Solar Garden" under applicable Colorado law ("Project")	Operator	Microgrid CSG Portfolio 1 LLC	
	Project County	Garfield & Mesa	
	Project Nameplate Capacity	0.14 MW	kW (AC)

1. **Parties.** This is a Community Solar Services Agreement ("Agreement") between the "Operator" (identified on the cover page of this agreement) and you, a retail electric service customer of the Utility. References to the Operator include the words "we", "our", and "us." References to you include the words "you" or "Customer".
2. **The Community Solar Array.** The Operator intends to construct, own, operate, and maintain the Project as described on the cover page of this Agreement. You are the electricity customer of record at one or more premises within the Utility's service territory. Applicable law allows you to subscribe to a share of the solar energy produced from the Project and attribute your share of solar energy to one or more of your metered premises. We refer to the premises covered by this Agreement listed in Attachment C as your "Location" or "Locations." You are not required to invest money in the Project.
3. **Customer's Production Capacity.** You are eligible to participate in the Project and have subscribed to the amount of the Project's production shown in kilowatts (DC) ("kW (DC)") on the cover page, defined as your "Production Capacity". We measure the amount of solar energy produced by your Production Capacity in kilowatt hours ("kWh"), and your actual Production Capacity is called your "Solar Energy."
4. **Utility Agency Agreement.** The Operator intends to enter into an agreement with the Utility (sometimes called a "Community Solar Rewards Community Producer Agreement" or "Agency Producer Agreement" and referred to as an "Agency Producer Agreement" in this Agreement) under which the Operator and the Utility take the following actions in the implementation of the Project:
 - A. **Operator.** The Operator will be responsible for operating the Project; for delivering and selling all solar energy produced and the associated renewable energy credits ("RECs") to the Utility; for providing the Utility with monthly information that identifies you and your Solar Energy; and for sending you a monthly invoice for your Solar Energy, which will be payable to the Operator.
 - B. **The Utility.** The Utility is responsible for accepting deliveries of your Solar Energy; for providing you with a credit in dollars for your Solar Energy on your retail electric service bill (your "Bill Credit"); and for issuing a check to the Operator for the RECs associated with your Solar Energy.
5. **Acknowledgements and Agency Agreement.** When you sign this Agreement, you agree to the Acknowledgements in Attachment A and to execute the Agency Agreement. The Agency Agreement gives us the authority to act as your exclusive agent to sell your Solar Energy and RECs to the Utility, and makes us your agent for the purpose of communicating information to the Utility used to calculate and apply your Bill Credit.
6. **Consent to Disclose Utility Customer Data.** When you sign this Agreement, you agree to sign a "Consent to Disclose Utility Customer Data" that authorizes the Utility to share information with us about your past and present electric usage at your Locations and will be used to verify the extent of your eligibility to participate in the Project. You will let us know if there are any changes in your eligibility status.
7. **Agreement Term.** This Agreement is effective upon execution. The term of this Agreement is 240 consecutive calendar months starting on the first day of the first month after the initial production of kWh (excluding test production) by the Project as measured at the Project's production meter. The responsibility of the Operator to facilitate the application of Bill Credits by the Utility will terminate after the Utility applies the Bill Credit for the 240th month of production of Solar Energy to your account.
8. **Payments.** Unless otherwise set forth in this Agreement, the payment amount you owe the Operator ("Monthly Payment") is equal to the kWh of Solar Energy produced and delivered to the Utility during a production month, multiplied by the price per kWh in effect during the year in which the production month occurs shown on the price list on Attachment B. You agree to pay the full Monthly ePayment within thirty (30) days after the date of our invoice.

 If in any given month Subscriber's rate as set forth in Attachment B ("Rate") exceeds the rate used by the Utility for that same month to calculate Subscriber's Bill Credit ("Bill Credit Rate"), then Subscriber's Rate will be reduced to an amount equal to the Bill Credit Rate (each such reduction a "Reduction"); provided, however, the Rate will never be lower than the year one Rate (as shown in Attachment B).

 If at any time after a Reduction, the Bill Credit Rate increases, then the Rate will increase to equal the Bill Credit Rate (each such increase an "Increase"); provided, however, the Rate will never exceed the Rate set forth in Attachment B and that corresponds to the year in which the Increase occurs. The parties acknowledge and agree the percentage amount of an Increase may exceed the annual percentage escalator that was used to calculate the escalation of the Rates set forth in Attachment B, but only to the extent necessary to cause the Rate to equal the Bill Credit Rate, and not to exceed the Rate set forth in Attachment B that corresponds to the year in which the Increase occurs.
9. **Late Payments.** If you pay us late, we will charge you interest on the unpaid balance at the rate of one percent (1%) per month.
10. **Customer Eligibility.** The Operator will ensure that all premises listed in Attachment C of this Agreement comply with any applicable law or Utility requirements at the time of execution of this Agreement.
11. **Bill Credits.** The Utility is responsible for accepting deliveries of your Solar Energy and for providing you with a Bill Credit in dollars for your Solar Energy on your retail electric service bill. The amount of your Bill Credit is based on various factors controlled by your registered meter type, by applicable tariff, and pertinent regulations.
12. **Renewable Energy Credits.** The Agency Agreement requires us to transfer your Solar Energy and RECs to the Utility in exchange for your Bill Credit. You hereby irrevocably assign and transfer to us your RECs and the right to receive and retain any payments from the Utility attributable to your Solar Energy and RECs. You agree that if you transfer your Production Capacity to another person (any such transfer being subject to the limitations and/or requirements of this Agreement) your transferred interest in your Production Capacity

will continue to be subject to the assignment of the RECs to the Operator and will not affect the Operator's ongoing right to receive any payments from the Utility for the RECs associated with your Solar Energy and transferred Production Capacity. There may be additional, non-power related benefits associated with your Production Capacity, such as environmental, tax, or future benefits. You agree that we or our designee are entitled to all such benefits, regardless of their ownership. If we need you to sign any additional documents to evidence our agreement relating to your RECs and any other benefits that may be associated with your Production Capacity or Solar Energy, you agree to do so at our request.

13. Changes in Your Participation; Substitution of New Premises. You will give us written notice if you want to make changes to this Agreement, transfer some or all of your Production Capacity, or substitute Premises. We will consider any such request, at the time of receipt, based on our then-applicable eligibility and/or credit requirements and any Utility requirements, and will, in our discretion, determine whether to authorize the request. We may request additional information in connection with a request, and you will promptly provide that information. Further, any authorization will be contingent on your and (as applicable) your transferee's execution of such documents as we, our Lender (defined below), and/or the Utility may request.
14. Taxes. The Monthly Payment does not include taxes. The Operator acknowledges that the Customer is a tax exempt entity. Upon execution, Customer will provide the Operator with its exemption certificate. In the event that you become a taxable entity, you agree to either pay or reimburse us for any and all taxes assessed on the generation, sale, delivery, or consumption of your Solar Energy or your Bill Credits. The term "taxes" includes any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, and other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on the Operator's revenues due to the sale of energy under this Agreement, which are solely the Operator's responsibility.
15. Non-Appropriation Event. The Operator acknowledges and agrees that in accordance with Colorado constitutional restrictions, Customer has appropriated funds necessary to satisfy the payments that are required to fulfill its obligations under this Agreement for the initial year of the term of this Agreement. The payment of any compensation due under this Agreement for any year beyond the first year provided for herein is contingent upon annual appropriation of funds in accordance with applicable law. During the Term of this Agreement, you agree in good faith that your staff will include the amounts to become due under this Agreement in your budget request for each fiscal year for funding your energy costs.
 - A. In any fiscal year, your failure to make an appropriation for the purchase of electricity from any source at any of your locations for a future fiscal year, including the encumbrance for this agreement will be a non-appropriation event (a "Non-Appropriation Event"). If a Non-Appropriation Event occurs, you agree to assign your Production Capacity to us. We will have the right to retain your Production Capacity, and the Bill Credits and RECs associated with your Production Capacity, for the duration of the Non-Appropriation Event. You will not have the right to receive Bill Credits during the occurrence of a Non-Appropriation Event.
 - B. Termination. If a Non-Appropriation Event occurs, we have the right in our sole discretion to terminate this Agreement, without further obligation by either party. You agree to assign your interest in your Production Capacity to us upon termination of this Agreement. If a Non-Appropriation Event occurs and we do not terminate this Agreement, then we acknowledge and agree that for the duration of that Non-Appropriation Event you will have no financial obligations under this Agreement.
 - C. Transfer of Production Capacity. We may transfer all or a portion of your Production Capacity to another customer for the duration of a Non-Appropriation Event.
 - D. Budget Requests. Unless we choose to terminate this Agreement for a Non-Appropriation Event, your staff will in good faith continue to include the amounts to be paid to the Operator pursuant to this Agreement in each subsequent fiscal year of the Term in your budget request for funding of your energy costs for each fiscal year, and if an appropriation for such amounts is made for a future fiscal year our respective obligations under this Agreement may be reinstated in our sole discretion. You will not be liable for any Monthly Payment during the respective fiscal year associated with the Non-Appropriation Event. If you make ten (10) successive annual requests to include the amounts to be paid to the Operator pursuant to this Agreement that are denied, you will no longer be required to make further annual appropriation requests under this Agreement.
16. Insurance. We will insure the Project during the term of this Agreement in accordance with our contract with the Utility and applicable law, regulations, and tariffs. You are not responsible for insuring your Production Capacity.
17. Customer Default. The following events will constitute an event of default on your part ("Customer Default"):
 - A. Except as otherwise expressly permitted in this Agreement, you attempt to terminate this Agreement before the end of the Term;
 - B. You fail to pay any amount when due under this Agreement and such failure continues for thirty (30) days after you receive notice from us of such failure to pay;
 - C. You are in breach of any material representation or warranty, or fail to perform any material obligation as set forth in this Agreement and your breach or failure is not cured within thirty (30) days after you receive notice from us;
 - D. You admit in writing your insolvency, assign your assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure; or,
 - E. You attempt to claim any RECs or non-energy related benefits in connection with Solar Energy that conflict with the terms of this Agreement.
18. Operator Default. The following events will constitute an event of default on our part ("Operator Default"):

- A. We are in breach of any material representation or warranty, or fail to perform any material obligation as set forth in this Agreement and our breach or failure is not cured within thirty (30) days after notice from you; or
 - B. We admit in writing our insolvency, assign our assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, have all or substantially all of our assets subject to attachment, execution or other judicial seizure.
19. Our Remedies in Case of Your Default. If you are in default under this Agreement, we may take any one or more of the following actions at our option and in our discretion. If the law requires us to do so, we will give you notice and wait the stipulated period of time required before taking these actions. We may: terminate this Agreement and recover damages; take any action to correct your default and to prevent or reduce our loss; Proceed, by appropriate court to enforce performance of this Agreement and to recover damages for your default (including court costs and attorneys' fees to the fullest extent allowed by law); and pursue any other remedy available to us in this Agreement or by law.
20. Your Remedies in Case of an Operator Default. If an Operator Default results in the failure or inability of the Project to produce Solar Energy for a period of three hundred sixty five (365) consecutive days, you may terminate this Agreement without further obligation. In the case of any other Operator Default, your remedy is to proceed, by appropriate court, to enforce performance of this Agreement and to recover damages (including court costs and attorneys' fees) to the fullest extent allowed by law and pursue any other remedy available to you in this Agreement or by law.
21. Financing Accommodations. In order to finance the construction and installation of the Project, we will borrow money from one or more lenders (each a "Lender") who will require that we provide them with a security interest in the Project, in our contracts with other customers, and in this Agreement and any amounts you owe us. For the benefit of our Lenders, you agree to the following provisions. You understand that we may finance the acquisition, development, installation, operation and maintenance of the Project with financing or other accommodations from one or more financial institutions and that our obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of this Agreement, and the amounts due us under this Agreement and a security interest in the Project (collectively, the "Lender's Security Interest"). In order to facilitate the necessary financing, you consent to our granting the Lender's Security Interest. You acknowledge and agree that you and all of your rights under this Agreement are and will be subject and subordinate to the Lender's Security Interest (as may be later modified by any and all renewals, modifications, supplements, amendments, consolidations, replacements, substitutions, additions, and extensions).
22. Lender's Rights; Additional Information. The following provisions will apply for the benefit of our Lenders:
- A. A Lender will be entitled to, but not obligated to, exercise any of our rights and remedies under this Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Project.
 - B. A Lender will have the right, but not the obligation, to pay all sums due from us under this Agreement and to perform any other act, duty or obligation required of us, and to cure any Operator Default in the time and manner provided by the terms of this Agreement. Except as provided below, nothing requires a Lender to cure an Operator Default, to perform any act, duty or obligation of the Operator under this Agreement, unless the Lender has succeeded to our rights under this Agreement, but Customer hereby gives Lender the option to do so.
 - C. If the Lender exercises its remedies under the Lender's Security Interest in the Project, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from us to Lender (or its assignee) in lieu of a sale, the Lender will give you notice of the transfer or assignment of this Agreement. If Lender exercises these remedies, it will not constitute a default under this Agreement, and will not require your consent.
 - D. Upon any rejection or other termination of this Agreement under any process undertaken with respect to us under the United States Bankruptcy Code, or otherwise, you agree to enter into a new agreement with a Lender or its assignee under the same terms as this Agreement (except for those matters that have been satisfied) and for the remainder of the term if a Lender requests you to do so within ninety (90) days of the termination or rejection of this Agreement. You agree to enter such new agreement within thirty (30) days after your receipt of the Lender's request.
23. Lender's Right to Cure. Regardless of any contrary term of this Agreement:
- A. You will not exercise any of your rights under this Agreement in the case of an Operator Default unless you have given the Lenders written notice of that default simultaneously with your delivery of that notice to us. In your notice, you will describe the event giving rise to the Operator Default. In addition to our cure period, the Lenders will have an additional thirty (30) days (to run consecutively with our cure period) after the Lender's receipt of such notice or any longer period provided for in this Agreement to cure the subject Operator Default. If the Operator Default reasonably cannot be cured by the Lender within the period provided and the Lender commences and continuously pursues cure of the Operator Default within that period, the period for cure will be extended for so long as required for the Lender to cure the default, but only if the Lender exercises continued efforts to cure the default. The Operator's and Customer's respective obligations will otherwise remain in effect during the cure period.
 - B. If a Lender or its assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then the Lender or third party buyer or transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.
 - C. At the request of a Lender and/or its assignee, you agree to execute and deliver any document, instrument, or statement required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect, continue or terminate the

security interest in favor of Lender in all assets of the Operator (which include this Agreement), and to secure the obligations evidenced by Lender's Security Interest.

24. Cooperation. Upon a Customer Default or an Operator Default, the parties agree to cooperate with each other so as to preserve our right to the RECs and other non-energy benefits attributable to your Production Capacity and Solar Energy.
25. Tax Matters. We agree that, for Federal income tax purposes, the transactions described in the Agreement will be characterized as follows:
- A. You will purchase your Solar Energy from the Operator.
 - B. Your Solar Energy purchase will be treated as a service contract under Internal Revenue Code Section 7701(e).
 - C. We will sell your Solar Energy to the Utility as your agent under Solar*Rewards Community Agency Agreement.
 - D. You will receive a monthly Bill Credit from the Utility in exchange for your Solar Energy.
 - E. Regardless of what any other provision of this Agreement may say to the contrary, you will not bear any significant financial burden if there is nonperformance by the Operator under this Agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Internal Revenue Code. This prohibition also applies to any party related to you and includes you being deemed to bear any significant financial burden.
 - F. Regardless of what any other provision of this Agreement may say to the contrary, you will not be deemed to receive any significant financial benefit if the operating costs of the Project are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of the Project are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Internal Revenue Code. This prohibition also applies to any party related to you.
 - G. Regardless of what any other provision of this Agreement may say to the contrary, or what any other agreement between the parties may say to the contrary, you will not have an option to purchase, and you will not be required to purchase, any portion of the Project. This prohibition also applies to any party related to you.
 - H. Regardless of what any other provision of this Agreement may say to the contrary, you will have no right to operate the Project, as that term is used in Internal Revenue Code Section 7701(e)(4)(A)(i). This prohibition also applies to any party related to you.

We agree that all tax returns, information statements, reporting requirements, and other filings related to taxes made by either party will be made so that they comply with the tax characterizations described in paragraphs (a) through (h) above, unless the law in effect at the time requires a party to do otherwise.

26. Force Majeure. If we are unable to perform all or some of our obligations under this Agreement because of a Force Majeure Event, we will be excused from whatever performance is affected by the Force Majeure Event, provided that: (a) as soon as is reasonably practical, we provide you with notice describing the Force Majeure Event; (b) the suspension of our obligations is limited to the scope and the duration required by the Force Majeure Event; and (c) no obligation of ours that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event will be excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by the Operator's fault or negligence. It will include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; tornado; hail; volcanic activity; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by the utility's equipment or products (but not to the extent that any such availability of any of the foregoing results from the Operator's failure to have exercised reasonable diligence); any other Utility delay or emergency; failure of equipment not utilized by us or under our control; and, force majeure affecting one (1) or more of our subcontractors.

27. Termination upon Force Majeure. If we are prevented from performing under this Agreement by reason of Force Majeure for a consecutive period of three hundred sixty-five (365) calendar days during the Term, then either Party may terminate this Agreement, without liability on either of your or our parts to the other, upon thirty (30) days written notice. In no event shall a Force Majeure Event excuse a party from the payment of money or the performance of its indemnity obligations under this Agreement.
28. Operator Indemnity. Subject to the limitations contained in Section 29 with regard to any claims for indemnity against Operator by Customer, Operator shall indemnify, defend and hold harmless Customer and its elected and appointed officers, employees, agents and insurers from and against any and all claims and liabilities (including without limitation claims and liabilities related to bodily injury or property damage), directly or indirectly arising out of, resulting from or related to this Agreement, including without limitation any failure by Operator to perform its obligations under this Agreement, any other contractual or tort liability arising from Operator's construction, operation, maintenance, repair or replacement of the Community Solar Array. Operator's agreement to indemnify Customer shall include the obligation to pay any attorneys' fees or costs incurred by Customer in defense of any such claims..
29. Limitations of Liability to Customer. Except for our indemnity obligations under Section 28 with respect to the defense of third party

claims, as to which the limitations of liability set forth in this Section 29 shall not apply, we will not be liable to you for general, special, punitive, exemplary, indirect, incidental or consequential damages arising from or out of this Agreement in excess of the aggregate of the payments made by you under this Agreement in the twelve (12) months that preceded your claim against us. That amount will be your sole and exclusive remedy and all other remedies or damages at law or equity are waived. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE OPERATOR MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE Project OR THE OPERATOR'S OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

30. Dispute Resolution. Each party agrees that to expedite and control the costs of disputes, the resolution of any dispute relating to this Agreement ("Dispute") will be resolved according to the following procedures:
 - A. Unless otherwise agreed in writing, the parties agree to continue to perform each of their respective obligations under this Agreement during the course of the resolution of the Dispute.
 - B. Each party agrees to first try to informally resolve any Dispute. Accordingly, neither party will start a formal proceeding for at least forty-five (45) days after notifying the other in writing of the Dispute. Each party agrees to send such notice to the billing address set forth on the first page of this Agreement.
 - C. If, after the informal dispute resolution process set forth in Subsection B above does not result in a resolution of the dispute, the parties shall be free to seek any available relief.
 - D. To the fullest extent permitted by applicable law, the Parties hereby unequivocally waive the right to a jury trial of any matter related to this Agreement.
31. No Waiver of Governmental Immunity. We agree that Customer does not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Customer, its officers, employees, and/or authorized volunteers.
32. Public Contract for Services. Operator agrees to be bound by the terms of Attachment D as related to compliance with State of Colorado immigration laws, which Addendum is incorporated by this reference.
33. Miscellaneous.
 - A. Entire Agreement; Amendment; Waiver. This Agreement contains the entire agreement and understanding between the parties concerning this Agreement and supersedes any prior or contemporaneous agreement, either written or verbal. Any changes or amendments to, or waivers of, any provisions of this Agreement will only be effective if they are in writing and signed by both of us. Our failure at any time to require strict performance by you of any of the provisions of this Agreement will not waive or diminish our right thereafter to demand strict compliance by you of that provision or of any other provision of this Agreement. If any provision of this Agreement is determined to be unenforceable, the remaining provisions will be enforced in accordance with their terms or will be interpreted so as to make them enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.
 - B. No Ownership; Liens. At no time during the term of this Agreement will you have any ownership in the Project, and nor will you have any lien of any kind, nature, or type in the Project. To the fullest extent permitted by applicable law, you hereby waive all such rights.
 - C. Further Assurances. You will perform all acts as we or a Lender request to give effect to the intent and purposes of this Agreement, including: giving consents to any assignments, encumbrances, pledges, or transfers permitted under this Agreement; executing estoppel certificates requested by us, or an existing or prospective Lender; providing such additional credit, financial, or electricity usage information concerning you as we or an Lender or prospective Lender may request; and, executing amendments to this Agreement, as may be required by any Lender or prospective Lender or assignee, provided, however, no such amendment will cause a material change to your, our, or a Lender's obligations or rights under this Agreement.
 - D. Binding Effect. This Agreement will be binding upon and inure to the benefit of each of us, and to our successors and permitted assigns, but nothing in this Agreement, express or implied, is intended to confer or will confer upon any other entity or person any benefits, rights or remedies except as expressly set forth in this Agreement.
 - E. Authority. You have the full power and authority to execute and deliver this Agreement and to perform your obligations hereunder. Your execution and performance of this Agreement and of your obligations under this Agreement have been duly authorized by all necessary action.
 - F. Marketing and Promotional Materials. We will have the right to use graphical representations or photography of the Project in our marketing and promotional materials. You agree to the use of your name and logo, if applicable, in our marketing materials in connection with the Project and any future Community Project or similar projects undertaken by the Operator. We agree not to disclose any other information in connection with our marketing and promotional materials.
 - G. Assignment by The Operator. The Operator may assign this Agreement along with all of our rights and obligations to any affiliate or third party without notice, for any purpose, including, the collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity.
 - H. Counterparts. This Agreement may be signed in two or more counterparts with the same effect as if each party had signed and

delivered the same counterpart, and shall become operative when each party has signed and delivered at least one counterpart. Each counterpart will be deemed to be an original for all purposes, and all counterparts together constitute one Agreement. Delivery of a counterpart of this Agreement by facsimile or other electronic means will be good and sufficient delivery, and a facsimile or other electronic transmission evidencing execution shall be effective as a valid and binding agreement between the parties for all purposes.

I have read this Agreement and its Attachments in their entirety, and I acknowledge that I have received a complete copy of this Agreement.

Operator

Customer

Signature



Signature



Printed name

VP of Project Dev.

Printed name

Mayor Pro Tem

Title

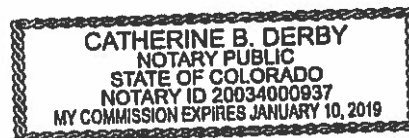
11/28/2017

Title

11/28/17

Date

Date



Attachment A
Acknowledgements

Customer acknowledges the following:

1. Electricity Consumption; Rates. This agreement does not affect your ability to increase or decrease the amount of electricity you receive from the Utility. Your Bill Credit and your Monthly Payment are based on the amount of your Solar Energy produced, not your electricity consumption for any given month. If you consume less energy than the amount of your Solar Energy, your Bill Credit could be more than your electricity bill. In that case, the Utility will roll forward your Bill Credit to offset future applicable electricity charges. If you terminate your electricity service with the Utility before using all of your Bill Credits, they will expire and cannot be transferred. Your rate applicable to the Monthly Payment (see Attachment B) is independent of the rate applicable to your Bill Credit.
2. Changes in Xcel's Cost of Electricity and Bill Credits. Regulated utilities periodically seek increases in the rates that they charge with the Colorado Public Utilities Commission ("PUC"). Rate increases may change your Bill Credits. A change in rates as regulated by the PUC may increase or decrease the amount of bill credits for each ratepayer class. We have no authority with respect to changes in electricity rates charged to your ratepayer customer class. All rate changes are regulated by the Colorado PUC under Colorado law.
3. No Savings or Production Guaranty. Production of your Solar Energy will depend on a variety of factors beyond our control, including: curtailment; Utility delay or emergencies; weather; and, equipment performance. We do not guaranty any level of production. We also do not guaranty that your participation in the Project will result in savings, as any potential savings will depend on a variety of factors beyond our control, including: Utility rate decreases/increases; fuel pricing; weather; and, equipment performance. Operator has and will have no practical ability to adjust the Project's operability or its relationship with the Utility in a way that could ensure a certain level of production or guaranty savings.
4. Tariff; Law; Regulations. You are familiar with your applicable tariff and with the laws and regulations that pertain to the Project, your electricity usage and to this Agreement, including C.R.S. §40-2-127, et seq., and Rule 3665, 4 CCR 723-3.

You agree that periodic changes in the amount of your Bill Credit, which may occur based on your level of electricity consumption or changes to rates and charges in Xcel's Tariffs as regulated by the Colorado PUC under Colorado Law, do not affect your obligation for the Monthly Payment. You also agree that you are responsible for your energy consumption and for assessing the impact of pricing dynamics for your meters on demand tariffs, and that your obligation for the Monthly Payment is independent of the resulting per kWh amount of your Bill Credit.

Attachment B
Contract Payment Schedule

Year	Estimated Production (kWh)	Subscription Rate (\$ / kWh)	Estimated Bill Credit Rate (\$ / kWh)
1	479,871	\$0.06750	\$0.07913
2	477,471	\$0.06841	\$0.08158
3	475,084	\$0.06933	\$0.08411
4	472,708	\$0.07027	\$0.08672
5	470,345	\$0.07122	\$0.08941
6	467,993	\$0.07218	\$0.09218
7	465,653	\$0.07316	\$0.09504
8	463,325	\$0.07414	\$0.09798
9	461,008	\$0.07514	\$0.10102
10	458,703	\$0.07616	\$0.10415
11	456,410	\$0.07719	\$0.10738
12	454,128	\$0.07823	\$0.11071
13	451,857	\$0.07928	\$0.11414
14	449,598	\$0.08035	\$0.11768
15	447,350	\$0.08144	\$0.12133
16	445,113	\$0.08254	\$0.12509
17	442,887	\$0.08365	\$0.12897
18	440,673	\$0.08478	\$0.13297
19	438,470	\$0.08593	\$0.13709
20	436,277	\$0.08709	\$0.14134

Attachment C

Site Premises

Account	Premise	Site Address	County
53-1036736-5	300006541	350 COUNTY ROAD 101	Garfield
53-1036736-5	300012067	1399 1/2 BARBER DR	Garfield
53-1036736-5	300012072	1400 1/2 BARBER DR REST	Garfield
53-1036736-5	300019259	756 HIGHWAY 133	Garfield
53-1036736-5	300022650	101 HOLLAND DR PUMP	Garfield
53-1036736-5	300040685	100 HOLLAND DR	Garfield
53-1036736-5	300062909	55 RIVER VALLEY RANCH RD PARK	Garfield
53-1036736-5	300083419	511 COLORADO AVE	Garfield
53-1036736-5	300087070	609 N 4TH ST	Garfield
53-1036736-5	300096792	1190 HIGHWAY 133 PUMP	Garfield
53-1036736-5	300106529	311 MEADOWOOD DR	Garfield
53-1036736-5	300115973	684 MAIN ST POOL	Garfield
53-1036736-5	300142443	2555 HIGHWAY 133 PUMP	Garfield
53-1036736-5	300150184	2632 HIGHWAY 133 VALT	Garfield
53-1036736-5	300150320	489 WEANT BLVD	Garfield
53-1036736-5	300150896	410 MAIN ST PLAZA	Garfield
53-1036736-5	300172040	727 SEBREE PL STAT-PUMP	Garfield
53-1036736-5	300198317	659 EUCLID AVE PARK	Garfield
53-1036736-5	300203285	611 MEADOWOOD DR PARK LGTS	Garfield
53-1036736-5	303933794	100 CRYSTAL RIVER RD R TOWER	Garfield
53-1036736-5	303934975	728 GARFIELD AVE	Garfield
53-1036736-5	303967966	4011 1/2 CRYSTAL BRIDGE DR	Garfield
53-1036736-5	304023829	113 1/2 INDICA WAY LIGHT	Garfield
53-1036736-5	304071175	567 COLORADO AVE	Garfield
53-1036736-5	304071242	21 N 2ND ST ST LT	Garfield
53-1036736-5	304071243	216 S 2ND ST ST LT	Garfield
53-1036736-5	304071262	610 MAIN ST ST LT	Garfield
53-1036736-5	304071264	625 MAIN ST ST LT	Garfield
53-1036736-5	304071265	701 MAIN ST ST LT	Garfield
53-1036736-5	304071266	868 MAIN ST ST LT	Garfield
53-1036736-5	304071267	946 MAIN ST ST LT	Garfield
53-1036736-5	304071268	37 N 8TH ST ST LT	Garfield
53-1036736-5	304071269	40 S 8TH ST ST LT	Garfield
53-1036736-5	304113030	465 MAIN ST	Garfield
53-1036736-5	304180161	699 COLORADO AVE	Garfield
53-9010007-7	301763564	520 S 3RD ST	Garfield
53-9672663-3	304219053	390 MAIN ST SHED	Garfield
53-9672663-3	304324621	449 WEANT BLVD IRRIG	Garfield
53-9672663-3	304354305	320 SOPRIS AVE A	Garfield

Attachment D to Community Solar Services Agreement

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

1. Operator does not knowingly employ or contract with an illegal alien.
2. Operator shall not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a subcontractor that fails to certify to Operator that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Operator has participated in or attempted to participate in the employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") or in the Colorado Department of Labor and Employment Program (hereinafter, "Department Program"), as established in section 8-17.5-102(5)(c), C.R.S., in order to confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States. If Operator is not accepted into E-Verify prior to entering into this Agreement, Operator shall forthwith apply to participate in E-Verify and shall submit to the Customer written confirmation of such application within five (5) days of the date of this Agreement. Operator shall continue to apply to participate in E-Verify, and shall confirm such application to the Customer in writing, every three (3) months until Operator is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if E-Verify is discontinued.
4. Operator shall not use E-Verify or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Operator obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Operator shall be required to:
 - a. notify the subcontractor and the Customer within three (3) days that Operator has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Operator shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Operator shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
7. If Operator violates this Addendum, the Customer may terminate this Agreement for breach of contract. If this Agreement is so terminated, Operator shall be liable for actual and consequential damages to the Customer arising out of said violation.

Operator

Microgrid CSG Portfolio 1 LLC

Signature

Jon Sullivan

Printed name

Jon Sullivan

Title

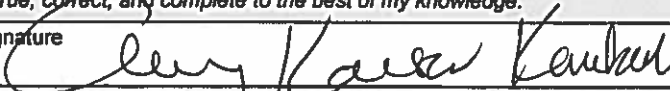
Director of Project Development

Date

12/09/17

DR 8443 (10/01/08)
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER, COLORADO 80261
 (303) 205-2300

ART GALLERY PERMIT APPLICATION

2341 ART GALLERY PERMIT \$71.25		<input type="checkbox"/> NEW		<input checked="" type="checkbox"/> RENEWAL	
1. Applicant Name (i.e. ABC Gallery Inc.) CARBONDALE ARTS			State Sales Tax Number of Applicant 00425483 0000		
2. Trade Name of Establishment (DBA) THE LAUNCHPAD					
3. Address 76 S. 4TH ST				Phone Number 970 618 1104	
City CARBONDALE	County GARFIELD	State CO	ZIP Code 81623		
4. Mailing Address (Number and Street) PO 175		City or Town CARBONDALE		State CO	ZIP Code 81623
<ul style="list-style-type: none"> • Attach a copy of a deed or lease in the exact name of the applying entity only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance). • Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed. <p>Pursuant to 12-47-422, C.R.S., Applicant hereby states that it qualifies for an Art Gallery Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority and Local Licensing Authority:</p> <p><u>all</u> That it does not sell alcohol beverages by the drink.</p> <p><u>all</u> That it will not serve alcohol beverages for more than 4 hours in any one day, no more than 15 days per year as follows:</p>					
Date: 4/12/18 From: 5:00 To: 8:00 PM	Date: 5/4/18 From: 5:00 To: 8:00	Date: 8/9/18 From: 5:00 To: 8:00 PM	Date: 11/15/18 From: 5:00 To: 9:00 PM	Date: 12/8/18 From: 3:00 To: 6:00 PM	
Date: 2/23/18 From: 5:00 To: 8:00 PM	Date: 6/1/18 From: 5:00 To: 8:00 PM	Date: 7/13/18 From: 5:00 To: 8:00 PM	Date: 11/16/18 From: 5:00 To: 8:00	Date: 12/15/18 From: 3:00 To: 6:00 PM	
Date: 3/30/18 From: 5:00 To: 8:00 PM	Date: 7/6/18 From: 5:00 To: 8:00 PM	Date: 10/12/18 From: 5:00 To: 8:00 PM	Date: 12/1/18 From: 3:00 To: 6:00 PM	Date: 12/22/18 From: 3:00 To: 6:00 PM	
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 CO CARBONDALE ARTS		Date 12/8/17	
REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)					
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended.					
THEREFORE, THIS APPLICATION IS APPROVED.					
Local Licensing Authority (City or County)				Date filed With Local Authority	
Signature		Title		Date	
REPORT OF STATE LICENSING AUTHORITY					
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.					
Signature		Title		Date	
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY					
Liability Information					
County	City	Industry Type	License Account Number	Liability Date	License Issued Through (Expiration Date)



Carbondale Arts

To Whom It May Concern;

Please accept our renewal for an Art Gallery Permit. WE have held one for years without any incident. We watch our entrance/exits and do not oversee.

Thank-you!

Sincerely,


Amy Kimberly

Carbondale Arts Executive Director
PO Box 175
Carbondale, CO 81623



Drawings

100

Updated 2014-07-10

ARTS CARBONDALE

78 SOUTH 4TH STREET
CARBONDALE, CO 81623

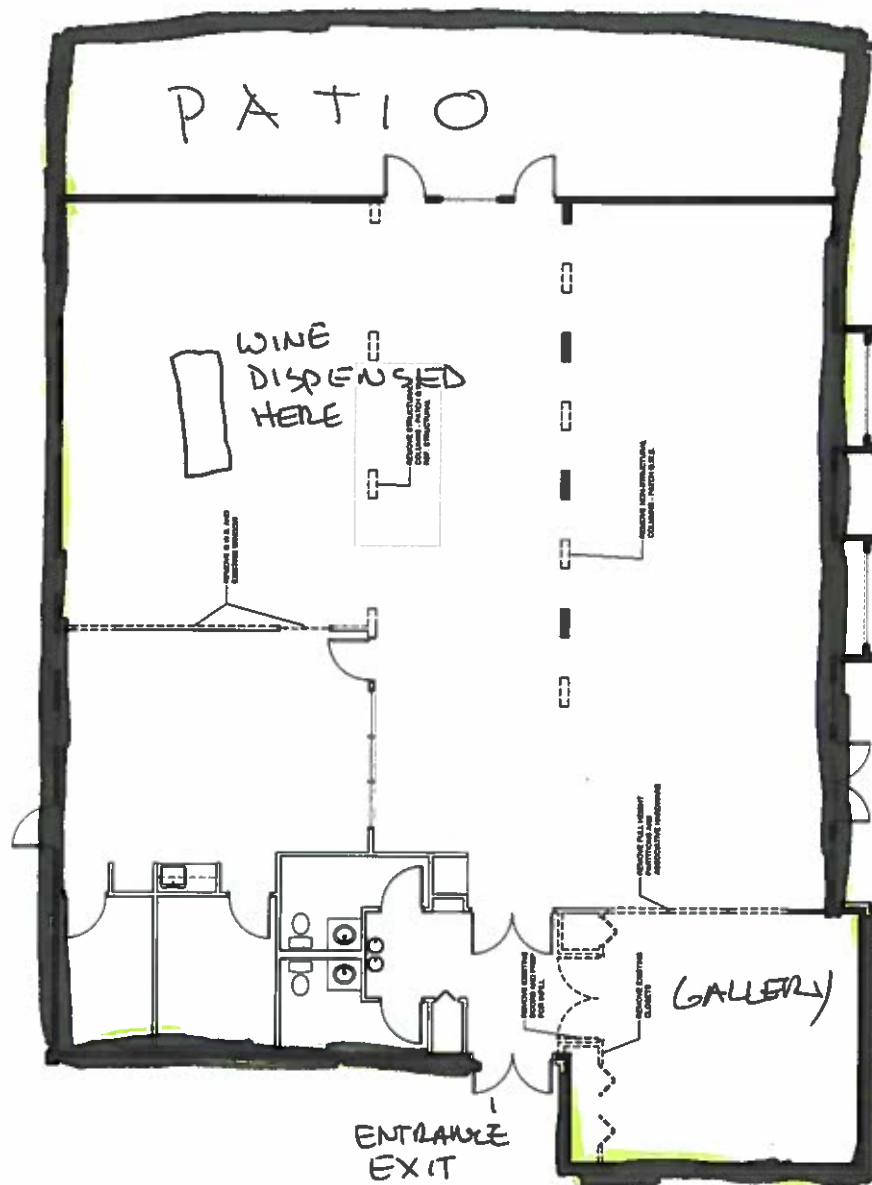
PROJECT NO.
DATE
PROJECT NAME

SHEET TITLE
DEMOLITION
LEVEL ONE
FLOOR PLAN
SCALE: 1/4" = 1'-0"

D2.1

1000 1/2 1st Ave, Suite 100, Boulder, CO 80502
Phone: 303.440.1000
Email: info@revlandbroughton.com

THE LAUNCH PAD



 = Liquor Boundary
Boundary exceeds building in back as it includes our patio

LEASE AGREEMENT

BY AND BETWEEN

TOWN OF CARBONDALE, COLORADO

A COLORADO HOME RULE MUNICIPAL CORPORATION

("LANDLORD")

AND

CARBONDALE COUNCIL ON ARTS & HUMANITIES

A COLORADO NON-PROFIT CORPORATION

TOGETHER WITH

ASPEN STAGE

A COLORADO CHARITABLE ORGANIZATION

("TENANT")

l

LEASE AGREEMENT

(for the former Gordon Cooper Library)

This LEASE AGREEMENT ("Lease") is effective as of the 22nd day of JULY, 2014, by and between THE TOWN OF CARBONDALE, a Colorado home rule municipal corporation, hereinafter referred to as "Landlord", and CARBONDALE COUNCIL ON ARTS & HUMANITIES, a Colorado non-profit corporation ("CCAH"), together with ASPEN STAGE, a Colorado charitable organization (also known as and referred to herein as "Dance Initiative"), sometimes collectively referred to as "Tenant".

WITNESSETH:

This Lease concerns the former Gordon Cooper Library building and grounds owned by Landlord and described on the attached **Exhibit 1**, incorporated into this Lease by reference (the "Library Building & Grounds"). The Library Building & Grounds were recently vacated by the Garfield County Public Library District, a prior tenant. This Lease contemplates that Tenant shall lease and operate the Library Building & Grounds pursuant to the terms set forth below.

In consideration of the payment of the rent hereunder provided and the keeping and performance of each and every one of the covenants, agreements, and conditions of Tenant set forth below, Landlord hereby leases to Tenant the Library Building & Grounds.

1. Premises. Landlord leases to Tenant, and Tenant leases from Landlord, upon the terms and provisions of this Lease, the Library Building & Grounds (the "Leased Premises").

2. Tenant Qualifications.

2.1 As a condition of this Lease, Tenant or any successor Tenant shall diligently maintain tax-exempt status pursuant to I.R.C. Section 501(c)(3) and be operated exclusively for charitable purposes as those terms are defined by Article X, Section 5 of the Colorado Constitution. Any change or attempt to change the non-profit status of Tenant shall be reported to Landlord immediately in writing.

2.2 Landlord acknowledges that Tenant and any successor Tenant under the provisions of this Lease shall be a nonprofit corporation whose mission is to operate the Library & Grounds for the benefit of Landlord and the Carbondale community. As such, the good will and good faith of the parties is essential to the successful performance of the terms of this Lease and operation of the Library Building & Grounds.

3. Joint and Several Liability – CCAH with Primary Obligation. CCAH and Dance Initiative are jointly and severally liable for all covenants, agreements, and conditions set forth in this Lease. Notwithstanding the foregoing, CCAH shall serve as Landlord's primary point of contact and shall have the primary obligation to Landlord to comply with the conditions of this Lease. So long as CCAH is complying with 3.1 – 3.7 below, CCAH's interest in this Lease shall not be terminated on account of actions or omissions of Dance Initiative. In the event that CCAH breaks this Lease by vacating the Leased Premises before the end of the Term or Extended Term, if applicable, then, notwithstanding any other provision, this Lease shall not be

terminated as to Dance Initiative's tenancy, and Dance Initiative shall assume the obligations set forth in 3.1 – 3.7, in addition to all other requirements of this Lease.

3.1 CCAH shall timely pay to Landlord the monthly installments of Base Rent and Additional Rent, pursuant to Sections 5 and 6 of this Lease;

3.2 CCAH shall manage the use and operation of the Leased Premises, including assuring compliance, pursuant to Section 9 of this Lease;

3.3 CCAH shall prepare and provide the annual update to the Board of Trustees of the Town of Carbondale, pursuant to Section 10 of this Lease;

3.4 CCAH shall timely pay the costs of utilities, pursuant to Section 11 of this Lease.

3.5 CCAH shall coordinate all improvements and alternations, pursuant to Section 13 of this Lease;

3.6 CCAH shall procure, maintain, and timely pay for all required insurance coverage, pursuant to Section 14 of this Lease; and

3.7 CCAH shall assure compliance with Tenant's Covenants, pursuant to Section 19 of this Lease.

4. Term.

4.1 The initial term of this Lease shall be for five (5) years commencing on July 1, 2014 and terminating on June 30, 2019 (the "Initial Term"), unless earlier terminated by Landlord pursuant to this Lease.

4.2 Tenant shall have the option, limited in the preceding subsection 4.3, of leasing the Leased Premises for five (5) additional years, terminating on June 30, 2024 (the "Extended Term"). The option shall be exercised, if at all, only if Tenant is in compliance with the terms of this Lease, and if Tenant gives written notice to Landlord of the exercise of such option at some time between July 1, 2018 and January 1, 2019. After receipt of such notice, Landlord shall schedule a public meeting before the Board of Trustees to confirm ongoing compliance with the Lease during the Initial Term. If the option is validly exercised, all provisions of this Lease shall continue in full force and effect during the Extended Term.

4.3 Notwithstanding the foregoing, in the event Landlord enters into one or more contracts to sell all or any portion of the Leased Premises, then as of June 30, 2019, Landlord reserves the right to terminate this Lease, and Tenant acknowledges this right. Landlord shall provide Tenant with written notice of termination of this Lease at least one (1) year in advance of such termination taking effect. Landlord shall assist Tenant in locating to another space to lease or own within the Town and shall reimburse Tenant's costs to move to such location. Landlord shall also reimburse Tenant for Tenant improvements made during the Initial Term and, if applicable, the Extended Term, based on final permits for work done and actual costs reflected in Tenant budgets.

5. Base Rent.

5.1 During the first four (4) months of the Initial Term of the Lease or until a certificate of occupancy for the Leased Premises is granted, whichever is earlier, no rent shall be due to Landlord. Thereafter, and during the Initial Term, Tenant agrees to pay Landlord, as guaranteed base rent for the Leased Premises, twelve thousand dollars (\$12,000) per year, payable in monthly installments of one thousand dollars (\$1,000.00) and due on the first day of each month.

5.2 If Tenant exercises its option of leasing the Leased Premises for the Extended Term, then between July 1, 2018 and January 1, 2019, Landlord and Tenant shall negotiate and finalize the amount of base rent for the Extended Term. In no event shall the base rent for the Extended Term be less than twelve thousand dollars (\$12,000) per year.

5.3 All payments required hereunder shall be made to Landlord at the address set forth hereinafter or at such other address as Landlord may designate in writing from time to time. Landlord shall place all payments required hereunder in a reserve fund for necessary capital repairs and improvements of the Leased Premises to be undertaken by Landlord or its designated contractors, as well as for funding repairs pursuant to Section 12 of this Lease (the "Reserve Fund"). The Reserve Fund shall only be funded with payments required under this Lease, and at the termination of this Lease, the full sum of the Reserve Fund shall remain in Landlord's possession.

6. Additional Rent – Triple Net (NNN).

6.1 Tenant shall be responsible for directly paying all taxes, insurance, and regular maintenance associated with the Leased Premises, including but not limited to payment of vendors and providers, all personal property and liability insurance, janitorial costs, utility costs, security costs, property management costs, and Tenant's other operating expenses during the Initial Term and the Extended Term, if applicable (the "Additional Rent").

6.2 Although it is anticipated that Tenant will directly pay all Additional Rent, in the event of nonperformance or unanticipated expenses, Tenant will also be responsible for reimbursing Landlord for any Additional Rent costs incurred by Landlord under this Lease. Tenant's direct payment of certain costs as noted above shall not alter Tenant's liability to Landlord for failing to make such payments where Landlord undertakes to make those payments or perform such obligations upon Tenant's failure to do so. Tenant shall be liable to Landlord for Additional Rent based on billing statements sent by Landlord to Tenant on an annual basis.

7. Taxes. As non-profit or charitable 501(c)(3) public entities, Tenant shall be responsible for contacting the Office of the Garfield County Assessor to obtain a waiver of any property taxes, and any delay or failure to obtain such exemption shall obligate Tenant to pay any real property taxes or assessments applicable to the Leased Premises due during the Initial Term and, if applicable, the Extended Term of this Lease. Landlord agrees to reasonably cooperate, at no out-of-pocket cost to Landlord, with Tenant's request and submittal for such exemption by executing such documentation reasonably required by the Office of the Garfield County Assessor.

8. Condition of Leased Premises. Landlord shall deliver all operating systems of the Leased Premises, including the roof, structural, HVAC, electrical, and plumbing in their as-is, current condition. Tenant will be deemed to have accepted the Leased Premises in their as-is condition on the date of delivery of possession. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Leased Premises for the conduct of Tenant's intended purpose or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any tenant improvements to the Leased Premises.

9. Use & Operation of the Premises.

9.1 The Leased Premises shall be used solely as a not-for profit, charitable facility. The Leased Premises shall include a visual art gallery, a space for performing arts classes and rehearsals, and an office for CCAH. The Leased Premises may also include a gift shop.

9.2 The Leased Premises shall be open to the public at least eight (8) hours per day, for a minimum of two hundred and sixty (260) days per year.

9.3 Tenant acknowledges that the Leased Premises is currently zoned within the Historic Commercial Core (HCC) zone district, and Tenant shall be obligated, at its sole cost, to obtain any other conditional or special use permits or any other governmental approvals to allow Tenant's intended uses.

9.4 Tenants may permit other local non-profits, charitable organizations, or community based groups and individuals to temporarily use the Leased Premises for classes, rehearsals, performances, competitions, and workshops, and such usage shall not constitute a sublease or assignment.

9.5 The restrooms within the Leased Premises shall be open to the public during Tenant's regular business hours and during special events in which either CCAH or Dance Initiative participates.

9.6 Tenant shall not use the Leased Premises in such a way as to cause unreasonable depreciation. Tenant shall neither permit nor suffer any disorderly conduct, noise or nuisance whatever about the Leased Premises. Tenant shall not use or permit the Leased Premises to be used for any business or purpose deemed by Landlord to be extra hazardous, or in any manner as to constitute a violation of any present or future laws, rules, ordinances, regulations, requirements or orders of any lawful governmental or public authority ("Laws"). Tenant covenants and agrees at its sole cost and expense to promptly comply with all such Laws. Failure of Tenant to comply with any provision of this Section 9.6 shall be deemed an event of default pursuant to Section 22 of this Lease.

10. Tenant's Annual Update to the Board of Trustees. Tenant shall provide to the Board of Trustees of the Town of Carbondale an annual update at a public hearing regarding attendance and use of the Leased Premises by the public and other non-profits.

11. Utilities.

11.1 Tenant shall pay, prior to delinquency, in addition to any other payments required hereunder, the costs of utilities, including, but not limited to, gas, electricity, water and sewer used and consumed by Tenant, its employees, agents, servants, customers and other invitees on the Leased Premises. Tenant, to the extent possible, shall contract for such utilities in its own name and on separate meters. Throughout the duration of Tenant's occupancy of the Leased Premises, Tenant shall keep such meters and installation equipment in good working order and repair at Tenant's sole cost and expense. Sub-metering utilities to approved sub-lessees shall be allowed.

11.2 Landlord does not warrant or guarantee the continued availability of any or all of the utilities. In no event shall the interruption, diminution or cessation of such utilities be construed as an actual or constructive eviction of Tenant nor shall Tenant be entitled to any abatement of its obligations under this Lease on account thereof. In the event that a deposit is required by a public or quasi-public body in order to obtain such utilities, Tenant agrees and covenants to pay such charge or deposit (or its share thereof). Any money so paid shall not entitle Tenant to an offset or reduction of any rent liability hereunder, nor shall Landlord be obligated to return, repay or credit Tenant for any such deposit.

11.3 Landlord shall have the right to interrupt the furnishing of utilities at such times as may be necessary by reason of accident, repairs, alterations or improvements, failure of power supply or any other cause whatsoever beyond the control of Landlord. Landlord shall not be liable in damages or rebate or charge of any kind whatsoever, and Tenant shall not be entitled to any abatement or reduction of its rent obligations, if the service of such utilities by Landlord or by any other supplier or any utility service or other service to the Leased Premises shall be interrupted or impaired by fire, accident, riot, strike, acts of God, the making of necessary repairs or improvements or for any other cause.

12. Maintenance & Repair Obligation.

12.1 Landlord's maintenance and repair obligation shall only consist of making necessary capital repairs and improvements to the Leased Premises, and Landlord shall have sole discretion to determine whether, and to the extent, repairs or replacements are the appropriate remedial action ("Landlord Maintenance & Repair"). Landlord shall pay from the Reserve Fund for any exterior repair and replacement of the Leased Premises, but Tenant must perform or arrange for the actual repair and replacement pursuant to Section 12.2 of this Lease.

12.2 Tenant's maintenance and repair obligation (collectively, "Tenant's Routine Maintenance and Repairs") shall include but not be limited to the following:

- (a) any elective alterations, replacements, or repairs;
- (b) all property management functions, whether performed by Tenant or a property manager which is reasonably satisfactory to Landlord;
- (c) routine maintenance, repair and replacement of portions of the interior or exterior of the Leased Premises, so as to keep the Leased Premises, fixtures, and equipment located upon the Leased

Premises in clean, safe, and operable condition and in good appearance, reasonable wear and tear excepted, including, but not limited to, the floors, walls, plumbing, electrical wiring and fittings, heating and air conditioning, roof heating fixtures, sewer pipes, water pipes, parking, lawn, trees, garden, heating pipes, glass windows, window frames, doors, signage;

- (d) reasonably clearing of snow, litter, debris, dirt, and obstruction from sidewalks and parking areas; and
- (e) trash removal and removal of unused and/or abandoned vehicles.

12.3 Except as set forth in Section 12.1 of this Lease, Tenant's Routine Maintenance and Repairs shall be made at Tenant's expense.

12.4 If, in Landlord's sole judgment, Tenant fails or refuses to perform Tenant's Maintenance and Repairs, Landlord may, without obligation, perform or cause to be performed the above responsibilities and pass all associated costs and expenses to Tenant, and Tenant shall pay to Landlord, as Additional Rent, upon demand, the cost of such restoration and repair. All repairs necessitated by the negligence of Tenant or by its use of the Leased Premises shall be repaired by Tenant at Tenant's expense.

13. Improvements and Alterations.

13.1 The attached Exhibit 2, incorporated into this Lease by this reference, represents the General Depiction of Leased Premises by CCAH and Dance Initiative. Any substantial deviation from Exhibit 2 must be approved by the Landlord.

13.2 Upon receiving Landlord's approval of any alteration, change, addition to, or improvement of the Leased Premises, and at its sole expense, Tenant shall have the right to place and attach to the Leased Premises fixtures, furnishings, equipment or facilities reasonably required by it for its intended uses, including, but not limited to, shelving, partitions, fixtures, floor and wall coverings, and lighting fixtures. Tenant shall procure any necessary building permits in advance of making such alterations. No such alteration, change, addition, or improvement shall be done so as to lessen or materially and disadvantageously affect the value of the Leased Premises as a center for non-profit organizations or for similar future uses.

13.3 Tenant's initial construction and renovation of the interior of the Leased Premises shall be complete within four (4) months of the commencement of the Initial Term.

13.4 Landlord shall have the right to approve any general contractor, and such approval shall not be unreasonably withheld or delayed. All sub-contractors shall be selected by the general contractor or the Tenant at their discretion.

13.5 Landlord shall not under any circumstances whatsoever be liable for the payment of any expense incurred or the value of any work done or material furnished to the Leased Premises by virtue of any construction, alteration, change, addition or improvement undertaken by Tenant, nor for the completion of any work or alteration required by applicable

governmental authorities as a result of Tenant's intended use of the Leased Premises. All such work shall be done in a good and workmanlike manner and in compliance with the applicable building and zoning laws at Tenant's sole cost, and expense and Tenant shall be wholly responsible to all contractors, subcontractors, laborers and materialmen therefor. Tenant shall pay for all or any of the foregoing so that no lien shall be asserted against the Leased Premises.

13.6 Within five (5) days of receiving approval from Landlord of any planned construction, alteration, removal, addition, repair or other improvements, Tenant shall post and keep posted until completion of such work, in a conspicuous place upon the doors providing entrance to the Leased Premises, and shall personally serve upon such contractors or subcontractors performing such work, a notice stating that Landlord's interest in the Leased Premises shall not be subject to any lien for such work.

13.7 Tenant shall indemnify and save Landlord harmless for any liabilities, damages or penalties, and any costs, expenses, or claims of any kind or nature arising out of said construction, alteration, or additions, or otherwise, and such indemnification shall apply to any damages or injury to person or property resulting therefrom.

13.8 Except as may otherwise be agreed in writing by Landlord and Tenant, all alterations made, done and constructed in, upon or around the Leased Premises by Tenant shall become the property of Landlord at the termination of this Lease, and shall remain in the Leased Premises and be surrendered with the Leased Premises.

14. Insurance.

14.1 Landlord may, at its sole election and without obligation, liability or responsibility to Tenant, obtain all insurance coverage that it deems appropriate to protect its interests in the Leased Premises. Such coverage may include, among other protection, extended coverage, vandalism, malicious mischief, liability, casualty, fire, business interruption, and "all-risk" coverage for the benefit of Landlord, its principals, and its lenders.

14.2 Tenant, at its sole cost and expense, shall keep the Leased Premises insured for the protection of Landlord and Tenant and Landlord's designees who shall be so named as named insureds in any such policies, by maintaining commercial public liability and property damage insurance against claims for bodily injuries or death and property damage occurring upon or under the Leased Premises, or resulting from the business done by Tenant on the Leased Premises. Such insurance shall be written on a comprehensive basis with limits of not less than one million dollars (\$1,000,000.00) for any one occurrence with an additional umbrella liability policy in the amount of two million dollars (\$2,000,000.00), and such higher limits as the Landlord may reasonably require from time to time.

14.3 Tenant shall maintain standard fire and extended coverage insurance insuring all alterations and additions made to the Leased Premises and all of the fixtures, furniture and equipment in which Landlord or Tenant has rights pursuant to this Lease for the full replacement thereof. Such insurance shall be maintained by and paid for by Tenant. Tenant shall be the primary insured and Landlord and its designees shall be shown as additional insureds on such policies.

14.4 Tenant shall maintain, at its sole cost and expense, any other form or forms of insurance as Landlord or the mortgagees of Landlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent Tenant would protect itself, and shall deliver to Landlord certificates of all insurance required by Landlord upon demand of Landlord.

14.5 All policies of insurance required hereunder shall name Landlord and Tenant as named insureds and shall provide that the proceeds of such insurance shall be payable to Landlord and Tenant, as their interests may appear. If required by Landlord, such policies shall contain a loss payable endorsement in favor of the holder of any first mortgage or deed of trust on the Leased Premises.

14.6 All policies of insurance required hereunder shall additionally provide that the same may not be canceled without at least thirty (30) days' prior written notice to Landlord, and shall provide further that any losses shall be payable notwithstanding any act of negligence of Tenant which might otherwise result in forfeiture of said insurance.

14.7 If Tenant shall at any time fail, neglect or refuse to provide and maintain such insurance, then Landlord shall have the option (but shall not be required to) to pay for such insurance and any amounts paid therefor by Landlord shall be deemed additional rent and shall be paid by Tenant to Landlord at the next rental payment date after any such payment.

14.8 Tenant shall pay to Landlord, as additional rent, any increase in premiums of insurance carried by Landlord pursuant to this Section 14 if, in the reasonable determination of Landlord, such increase is directly related or caused by Tenant's use of the Leased Premises.

15. Sublease & Assignment.

15.1 CCAH and Dance Initiative, separately or together, shall not sublease or assign the Leased Premises or any portion thereof without express providing written request to Landlord and receiving written approval from Landlord. Upon receipt of written request from CCAH, Dance Initiative, or both, to sublease or assign the Leased Premises or any portion thereof, Landlord shall, at Landlord's option, have the right to terminate this Lease as to the portion of the Leased Premises that is subject to the proposed sublease or assignment or amend this Lease. Any sublease or assignment without Landlord's consent will be void.

15.2 If, in Landlord's sole discretion, Landlord approves a written sublease, the sub-lessor shall have authority to pursue such legal actions as may be required to enforce the sublease against the sub-lessee, including but not limited to collecting rents and evicting the sub-lessee by forcible entry and detainer actions. If, in Landlord's sole discretion, Landlord approves a written assignment, Landlord shall have authority to pursue such legal actions as may be required to enforce the terms of the Lease against any assignee.

15.3 Notwithstanding anything contained herein to the contrary, Tenant shall not use the Leased Premises nor assign or sublease the Leased Premises or any portion thereof for any purpose or use inconsistent with the Carbondale Municipal Code or for any other use not allowed by zoning of the Leased Premises.

16. Lien Protection.

16.1 Tenant agrees that at no time during the term of this Lease will Tenant permit a lien or encumbrance of any kind or nature to come into existence against the Leased Premises. If at any time a lien or encumbrance is filed against the Leased Premises as a result of Tenant's failure to satisfy same, Tenant shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded against the Leased Premises, Tenant agrees it will deposit in cash an amount equal to One hundred fifty percent (150%) of the amount of the lien of the person or concern filing the lien or by posting a bond reasonably satisfactory to Landlord and shall leave the same on deposit with Landlord until said lien is discharged.

16.2 If Tenant shall at any time fail, neglect or refuse to satisfy any such lien or encumbrance, or shall fail, neglect or refuse to secure Landlord as hereinabove provided, then Landlord shall have the option (but shall not be required to) to satisfy such lien or encumbrance and any amounts paid therefor by Landlord shall be deemed additional rent and shall be paid by Tenant to Landlord at the next rental payment date after any such payment, and shall bear interest at twelve (12%) percent per annum from the respective due dates until paid.

17. Trade and Other Fixtures.

17.1 Generally, any and all alterations, changes, additions or improvements to the Leased Premises which are not movable, including, but not limited to any and all fixtures, trade fixtures, equipment, solar power or hot water facilities, machinery, cooling equipment, built-ins, wall coverings, floor coverings and power wiring shall be the property of the Landlord upon any termination of this Lease. Notwithstanding the foregoing, Tenant shall be entitled to remove the dance floor and all artwork, and Landlord and Tenant shall determine with greater particularity what may be removed at the time of termination.

17.2 Any movable trade fixtures, equipment, signs, machinery or other personal property of the Tenant used in or on the Leased Premises shall be the property of the Tenant upon the termination of this Lease, and Tenant shall have thirty (30) days from and after the date of termination to remove the same from the Leased Premises, provided Tenant is current in all of its obligations hereunder. Any artwork that can be removed from the Leased Premises without damage to underlying fixtures or structures (such as by unscrewing bolts from walls whose structural integrity is not affected by removal of the art) shall be deemed movable and the property of Tenant upon any termination of this Lease. If not so removed, any such fixtures and equipment shall be deemed abandoned and shall be the property of Landlord. Any damage caused to the Leased Premises by the removal of such items shall be repaired by Tenant at Tenant's expense.

18. Signs. Tenant shall not install any signs, window lettering, or other advertisement in, upon or around the Leased Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. Tenant shall also obtain any necessary approvals from the Town of Carbondale for such signage, provided that any signage included in the construction documents approved by Landlord shall be deemed approved per the terms of this paragraph. Tenant shall pay for all signs approved by Landlord hereunder, including, but not

limited to, the art work, application, installation, maintenance and utility costs of any approved sign. Tenant shall pay for the removal of all signs from the Leased Premises and the cost of the repair of any damage (including patching and painting) caused by such removal.

19. Tenant's Covenants. Tenant, in consideration of the leasing of the Leased Premises, as aforesaid, and in addition to any and all covenants hereinabove and hereinafter included in this Lease, covenants and agrees as follows, to-wit:

19.1 To pay the rent for said Leased Premises and all additional rent called for hereunder as heretofore provided, promptly when due and payable. It is understood and agreed that Landlord may assess a late charge which shall be in the amount of three percent (3%) of any monthly rent installment or other payment called for hereunder, which is delinquent ten (10) days or more. Tenant shall also be obligated to pay interest on any such delinquent amounts in the amount of twelve percent (12%) per annum until paid.

19.2 To permit Landlord, or its agents to enter upon the Leased Premises for the purpose of inspecting the Leased Premises, and Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby; provided that, except in emergency situations, reasonable prior notice shall be given to Tenant and inspections shall be arranged and conducted in a manner so as to minimize any inconvenience to Tenant the subtenants of the Leased Premises.

19.3 To keep the Leased Premises clean, and in the sanitary condition required by the ordinances and health and police regulations of all local, state and federal governmental agencies, and otherwise in compliance with all applicable laws, ordinances, rules and regulations of applicable governmental authorities.

19.4 Neither to permit nor suffer any noise or disturbances whatever, other than those reasonably incident to Tenant's regular business.

19.5 Neither to hold nor attempt to hold Landlord liable for any damage or injury, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to adjacent premises, or to the Leased Premises, or by reason of the negligence or default of the owners or occupants thereof or any other persons, nor liable for any injury or damage occasioned by defective electric wiring or the breaking or stoppage of plumbing or sewage upon the Leased Premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise.

19.6 Neither to permit nor suffer the Leased Premises or the walls or floors thereof, to be endangered by overloading.

19.7 To provide security as is reasonably necessary to protect the Leased Premises and its occupants and contents, and to otherwise police its subtenants, guests, invitees and others.

19.8 Not to use the Leased Premises for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor to make any alterations or

changes in, upon or about the Leased Premises without first obtaining written consent from the Landlord therefor.

19.9 To surrender and deliver up possession of the Leased Premises and any appurtenances thereto promptly upon the expiration or earlier termination of this Lease in good order, condition and repair, broom clean, with reasonable wear and tear excepted.

19.10 Tenant and the Premises shall remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph 19.11, below, all as amended and modified from time to time (collectively, "Environmental Laws"). Tenant will obtain and comply with all governmental permits relating to the use or operation of the Premises required by applicable Environmental Laws.

19.11 Tenant shall not allow any release, generation, manufacture, storage, treatment, transportation, or disposal of "hazardous material," as that term is defined below, in, under, or from the Premises except in compliance with Environmental Law. Tenant will promptly notify Landlord, in writing, if Tenant has or acquires notice or knowledge that any hazardous material has been released, discharged, disposed of, transported, or stored on, in, under, or from the Premises in a manner not in compliance with Environmental Law. Tenant, at its own cost and expense, will immediately take such action as is necessary to remediate any condition not in compliance with Environmental Law, including unintended spill or leak of hazardous material, to the complete satisfaction of Landlord and the appropriate governmental authorities. For purposes of this Lease, "hazardous material" means: (a) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601, *et seq.*, or the Hazardous Materials Transportation Act, 49 U.S.C. 1801, all as amended and amended after this date; (b) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901, *et seq.*, as amended and amended after this date; (c) "extremely hazardous substance" as that term is defined by the Emergency Planning and Community Right-to-Know Act (EPCRA), 42 U.S.C. 11001, *et seq.*, as amended and amended after this date; (d) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, guidance or requirement (including consent decrees and administrative orders); (e) crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (f) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. 2011, *et seq.*, as amended and amended after this date; (g) asbestos in any form or condition; and (vii) polychlorinated biphenyls (PCBs) or substances or compounds containing PCBs.

19.12 Tenant shall immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Premises or compliance with Environmental Laws. Tenant will promptly cure any such complaint, citation or demand. Tenant will keep the Leased Premises free of any lien imposed pursuant to any Environmental Law.

19.13 Tenant shall promptly supply Landlord with copies of all notices, reports, correspondence, and submissions made by Tenant to any local, state, or federal authority pursuant to Environmental Laws.

19.14 The provisions of Sections 19.10 through 19.13, above, are in addition to any and all obligations and liabilities Tenant may have to Landlord at common law, and will survive this Lease, subject to the provisions of Section 37.3.

20. Casualty Damage. If the Leased Premises are damaged as a result of fire or other casualty insurable under standard fire and extended coverage insurance to such an extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed fifty percent (50%) of the replacement value of the Leased Premises, as the case may be, just prior to the occurrence of such damage, then Landlord may, not later than ninety (90) days following the damage, give Tenant notice of an election to terminate this Lease. If the Leased Premises are damaged as a result of a casualty not insured against by either Landlord or Tenant, or if the proceeds of either Landlord's or Tenant's insurance will not pay for the replacement or restoration, Landlord and Tenant shall be under no obligation to restore, replace or rebuild the Leased Premises, and this Lease shall be deemed terminated on the thirtieth (30th) day following such casualty. If insurance proceeds are received by Landlord or Tenant for damages to be repaired by either party, the proceeds shall be paid to the party that performs the repairs.

Indemnification. Tenant shall indemnify and save harmless Landlord, its principals, agents, servants, and employees from and against any and all claims, suits, actions, demands and causes of action arising from or in connection with the Leased Premises or Tenant's use or occupancy of the Leased Premises or any act, omissions or negligence or breach of this Lease by Tenant, its contractors, agents, employees, invitees, students, visitors, not occurring by reason of Landlord's gross negligence or intentional misconduct, during the term hereof, or any holding over period or extension, for personal injury, loss of life or damaged property sustained in or upon the Leased Premises, and from and against all costs, counsel fees, expenses and liabilities incurred in defending any such claims, the investigation thereof or the defense of any action or proceeding brought thereon, and from any judgment, orders, decrees or liens resultant therefrom and any fines levied by any authority by virtue of any law, regulation or ordinance which are imposed as a result of the Tenant's use and occupancy of the Leased Premises. Tenant's obligation to indemnify Landlord pursuant to this Section shall also apply to any claim against Landlord arising out of or relating to: (a) any hazardous material on, in, under, or affecting all or any portion of the Premises arising as a result of Tenant's or its sub-tenants' actions or inactions; (b) any misrepresentation, inaccuracy, or breach of any warranty, covenant, or agreement contained or referred to in Section 19, above; (c) any violation or claim of violation by Tenant or any sub-tenant of any Environmental Law; or (d) the imposition of any lien or the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of hazardous material. This indemnification will survive termination of this Lease. Tenant, its successors, and assigns waive, release, and agree not to make any claim or bring any cost recovery action against Landlord under CERCLA, or any state equivalent or any similar law now existing or enacted after this date.

21. Eminent Domain.

21.1 If the Leased Premises or a substantial part thereof, shall be taken in eminent domain, or conveyed under threat of condemnation proceedings, then this Lease shall forthwith terminate and end upon the taking thereof as if the original term provided in said Lease expired at the time of such taking; provided that the rent, additional rent and any other charges hereunder shall be paid to Landlord by Tenant as of the date of such taking. If only such part or portion of the Leased Premises is taken which would not substantially and materially interfere with or adversely affect the use and occupancy of the Tenant conducted at the Leased Premises, then Landlord, at Landlord's option to be exercised in writing within thirty (30) days after the taking thereof, and its sole cost and expense, may repair, rebuild or restore the Leased Premises, and this Lease shall continue in full force and effect.

21.2 In the event that an award is made for the taking of such property and parcels of the Leased Premises in condemnation proceedings, Landlord shall be entitled to receive and retain the entire amount awarded or paid for such taking or conveyance; provided, however, that Tenant shall be entitled to seek a separate award for amounts as are specifically awarded to it in such proceedings because of the taking of its furniture, or fixtures, and its leasehold improvements which have not become a part of the realty.

21.3 It is understood and agreed that in the event of the termination of this Lease as provided under this Section, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease and no right or claim to any part of the award made on account thereof.

22. Default and Remedies of Landlord.

22.1 Except as may be modified in Section 3, above, it shall be considered an event of default by Tenant if any one or more of the following events shall happen:

- (a) If default shall be made in the due and punctual payment of any rent, taxes, or any other sums required to be paid by Tenant under this Lease when and as the same shall become due and payable, and such default has not been cured within sixty (60) days of the date same becomes due and payable.
- (b) If Tenant shall vacate or abandon the Leased Premises.
- (c) If default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease, and Tenant shall fail to remedy the same within sixty (60) days after Landlord shall have given Tenant written notice specifying such default.
- (d) If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present

or future federal, state or other statute, law or regulation, or if any proceedings shall be taken by Tenant under any relevant Bankruptcy Act in force in any jurisdiction available to Tenant, or if Tenant shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Leased Premises, or shall make any general assignment for the benefit of creditors.

- (e) If a petition shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation and shall remain undismissed for an aggregate of one hundred twenty (120) days, or if any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Leased Premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated for an aggregate of one hundred twenty (120) days.

22.2 In any event covered by Section 22.1, above, Landlord shall have the right, at its election, provided Landlord has given prior written notice, as set forth above, to Tenant, then or at any time thereafter, either to:

- (a) Institute suit against Tenant to collect Additional Rent or other sum as it becomes due or to enforce any obligations under this Lease; or
- (b) Re-enter and take possession of the Leased Premises or any part thereto and repossess the same as Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, and to remove Tenant and Tenant's agents and employees therefrom, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or breach of covenants or prior conditions, and Landlord terminate this Lease and Tenant's right to possession of the premises shall cease and the Lease shall thereupon be terminated, and Landlord may sue Tenant for damages for breach of the obligations of the Tenant to the Landlord under this Lease. In the event Landlord elects to re-enter or take possession of the Leased Premises, Tenant shall quit and peaceably surrender the Leased Premises to Landlord, and Landlord may enter upon and re-enter the Leased Premises and possess and repossess themselves thereof, by force if necessary, summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same. No such re-entry or taking possession by Landlord shall be construed as an election on Landlord's part to terminate or

surrender this Lease unless a written notice of such intention is served on Tenant, notwithstanding the service of a Demand For The Payment Of Rent Or Possession, or the filing of a suit under a forcible entry and unlawful detainer statute or similar law, and Landlord and Tenant expressly agree that the service or posting of such Demand will not constitute an election on the part of the Landlord to terminate this Lease.

22.3 Enumeration of the foregoing remedies does not exclude any other remedy, but all remedies are cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity, including but not limited to suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. In the event of any litigation concerning this Lease, the prevailing party shall be entitled to an award of reasonable costs and attorneys' fees.

22.4 In the event of any breach by Tenant of any of the agreements, terms, conditions or covenants contained in this Lease, Landlord, in addition to any and all other rights herein provided and at Landlord's option, shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach as though reentry, summary proceedings, and other remedies were not provided for in this Lease.

22.5 All rent in arrears and all amounts collectible hereunder shall bear interest at twelve percent (12%) per annum from the respective due dates until paid., provided that this shall in no way limit, lessen or affect any claim for damages by Landlord for any breach or default by Tenant.

23. Holding Over.

23.1 If Tenant remains in possession of the Leased Premises after expiration of the term hereby Leased, such holding over shall be deemed to be a holding over upon a periodic tenancy from month-to-month at a monthly rental equal to 1/12 of the Base Rent due under the term of this Lease for the year next preceding the commencement of the holdover period, and Tenant shall remain liable for all other payments provided for hereunder, including, but not limited to, taxes, insurance, and maintenance costs, and such holding over shall be subject to all of the other terms and conditions of this Lease. Such tenancy will not constitute a renewal or extension of this Lease for any further term; and such tenancy may be terminated by Landlord upon thirty (30) days' prior written notice.

23.2 In the event Landlord relets the Leased Premises to a new tenant and the term of such new lease commences during the period for which Tenant holds over, then such holding over shall be deemed a breach of Tenant's covenant to deliver up the Leased Premises upon the termination or expiration of the term of this Lease, and Landlord shall be entitled to

recover from Tenant any and all costs, expenses, reasonable attorney's fees, damages, loss of profits or any other costs resulting from Tenant's failure to deliver possession of the Leased Premises to the new tenant.

24. Transfer of Landlord - Attornment.

24.1 Nothing in this Lease shall restrict the right of Landlord to sell, convey, assign or otherwise deal with the Leased Premises, subject to the terms of this Lease, provided that the grantee/assignee of any conveyance expressly acknowledges that this Lease shall remain in full force and effect following such conveyance or assignment and confirms the validity of each sub-lease.

24.2 A sale, conveyance or assignment of the Leased Premises shall operate to release Landlord from liability hereunder from and after the effective date of such sale, conveyance, or assignment, and thereafter Tenant shall look solely to Landlord's successor in interest in and to this Lease. This Lease shall not be affected by any such sale, conveyance, or assignment, and Tenant shall attorn to Landlord's successor in interest thereunder. Any funds in which Tenant has an interest in the hands of Landlord or the then grantor at the time of such transfer shall be turned over to the grantee.

24.3 If the interest of Landlord is transferred to any person, firm, conveyance or corporation by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust, by delivery of a deed in lieu of such foreclosure or other proceedings, Tenant shall immediately and automatically attorn to such person, firm, company or corporation.

25. Landlord's Title. It is understood that Landlord is the owner of the Leased Premises, and as such has full and complete authority to enter into this Lease.

26. Quiet Enjoyment. Tenant, upon paying the rent, and performing the covenants and agreements of this Lease, shall quietly have, hold and enjoy possession of the Leased Premises and all rights granted Tenant in this Lease during the term hereof.

27. Forfeiture of Personalty. Tenant agrees that within thirty (30) days of termination of this Lease or repossession of the Leased Premises by Landlord without termination, whichever first occurs, by way of default or otherwise, it shall remove all personal property for which it has the right to ownership. Any and all such property of Tenant not removed within said thirty (30) day period shall irrevocably become the sole property of Landlord. Tenant waives all rights to notice and all common law and statutory claims and causes of action which it may have against Landlord subsequent to said thirty (30) day period as regards the storage, destruction, damage, loss of use and ownership of the personal property affected by the terms of this Section. Tenant acknowledges Landlord will need to relet the Leased Premises upon termination of this Lease or repossession of the Leased Premises and understands that the forfeitures and waivers provided herein are necessary to aid said reletting.

28. Waiver. No waiver of any breach of any one of the agreements, terms, conditions or covenants of the within Lease by Landlord or Tenant shall be deemed to imply or constitute a waiver of any other agreement, term, condition or covenant of this Lease. The failure of either party to insist on strict performance of any agreement, term, condition or covenant, herein set

forth, shall not constitute or be construed as a waiver of the rights of either or of the other thereafter to enforce any other default of such agreement, term, condition or covenant; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable either party hereto to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Lease.

29. Notices. Any notices required or permitted hereunder or which any party elects to give shall be in writing and delivered either personally to the other party or the other party's authorized agent set forth below (or as changed by written notice), or by depositing such notice in the United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the person at the address set forth below, or to such other address as either party may later designate in writing:

LANDLORD: TOWN OF CARBONDALE
511 Colorado Ave.
Carbondale, CO 81623
Attn: Town Manager and Town Attorney

TENANT: CCAH
P.O. Box 175
Carbondale, Colorado 81623
Attn: Amy Kimberly, Executive Director

Any notice given by certified mail, return receipt requested, as herein provided shall be deemed given when deposited in the United States mail.

30. Successors. All of the agreements, terms, conditions and covenants set forth in this Lease shall inure to the benefit of and be binding upon the legal representatives, permitted successors and assigns of the parties, except that no assignment or subletting by Tenant in violation of the provisions of this Lease shall vest any rights in the assignee or in the sublessee.

31. Entire Agreement. The within Lease constitutes the entire agreement of the parties hereto. No representations, promises, terms, conditions, obligations or warranties whatsoever referring to the subject matters hereof, other than those expressly set forth herein, shall be of any binding legal force or effect whatsoever. No modification, change or alteration of this Lease shall be of any legal force or effect whatsoever unless in writing, signed by all parties hereto.

32. Landlord's Right to Cure Tenant's Default. If Tenant shall default in the performance of any covenant contained herein and to be performed on Tenant's part, Landlord may, after thirty (30) days' notice to Tenant, or without notice if in Landlord's opinion an emergency exists, perform the same for the account and at the expense of Tenant. If Landlord shall incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any action of Tenant, Tenant shall reimburse Landlord for the amount of such expense with interest at twelve percent (12%) per annum from the respective due dates until paid, provided that this shall in no way limit, lessen or affect any claim for damages by Landlord for any breach of default by Tenant. Should Tenant, pursuant to this Lease, become obligated to

reimburse or otherwise pay Landlord one or more sums of money pursuant to this Lease, the amount thereof shall be paid by Tenant to Landlord within two (2) days of Landlord's written demand therefor, and if Tenant fails to make such payment, such failure shall be deemed an event of default as set forth in Section 22 above. The provisions of this Lease shall survive the any Lease termination and shall neither impose a duty on Landlord nor excuse any failure on Tenant's part to perform or observe any covenant or condition in this Lease contained on Tenant's part to be performed or observed.

33. Enforcement of Lease - Attorney's Fees. In the event that either Landlord or Tenant commences an action for the enforcement of or arising out of a breach of the terms of this Lease, then the party who is awarded judgment in such action, shall be awarded, in addition to any other award made therein, an amount to be fixed by the court for court costs and reasonable attorney's fees.

34. Counterparts. This Lease maybe executed in several counterparts and each such counterpart shall be deemed an original.

35. Recordation. This Lease may be recorded in the Garfield County real property records; provided that upon expiration or termination of this Lease Tenant shall be obligated to record a quit claim deed to release and terminate this Lease from record. If Tenant fails or refuses to record such deed, then Landlord shall be entitled to execute and record such deed on Tenant's behalf, and this provision shall be construed as a grant of a power of attorney, coupled with an interest, from Tenant to Landlord for such purpose.

36. TABOR. (General Limitation on Financial Obligations)

36.1 Any financial commitment of the Landlord arising out of this Agreement is subject to annual appropriation by the Town of Carbondale.

36.2 This Lease is not intended to create a multiple fiscal year debt or other obligation and the Tenant's obligations hereunder shall be interpreted and limited in such a manner as to avoid creation of multiple fiscal year debt or other obligation under the terms of Article X, Section 20, Paragraph 4(b) of the Colorado Constitution.

37. Miscellaneous.

37.1 Time of the Essence. Time is of the essence hereof, and each party shall perform its obligations and conditions hereunder within the time hereby required.

37.2 Provisions Negotiated and Independent. Each and every provision of this Lease has been independently, separately and freely negotiated by the parties as if this Lease were drafted by both the Landlord and Tenant. The parties, therefore, waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, either party.

37.3 Unenforceability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of the Lease, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not

be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

37.4 Tenant's Authority/Conditions to Lease. Prior to the Initial Term, as a condition to Landlord's obligation to enter into this Lease Tenant shall deliver to Landlord adequate assurance and evidence of: (a) Tenant's authority to enter into this Lease and certification of good standing as a Section 501(c)(3) Colorado non-profit corporation; (b) approval of this Lease by Tenant's Board of Director's; and (c) Tenant's insurance required under Section 14.

37.5 Governing Law. This Lease will be governed by and construed under the laws of the State of Colorado.

This LEASE AGREEMENT is executed by Landlord and Tenant this 22nd day of July, 20 14.

6942823_1

The remainder of this page is intentionally left blank. Signature pages to follow.

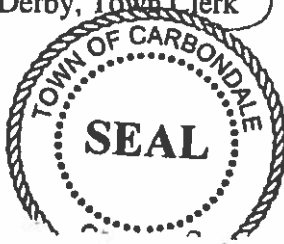
LANDLORD:

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: Stacey Patch Bernot
Stacey Patch Bernot, Mayor

ATTEST:

Cathy Derby
Cathy Derby, Town Clerk

**TENANT:**

**CARBONDALE COUNCIL ON ARTS &
HUMANITIES, a Colorado non-profit
corporation**

By: Cheryl Kimbly
Its: Cheryl Kimbly

**ASPEN STAGE, a Colorado charitable
organization**

By: [Signature]
Its: VICE PRESIDENT

EXHIBIT 1**General Description of Library Building & Grounds/Leased Premises**

The Library Building located at 76 South Fourth Street, which is roughly estimated to be 3,700 square feet, and approximately 0.36 acres of land (15,625 square feet) upon which the Library Building is located.

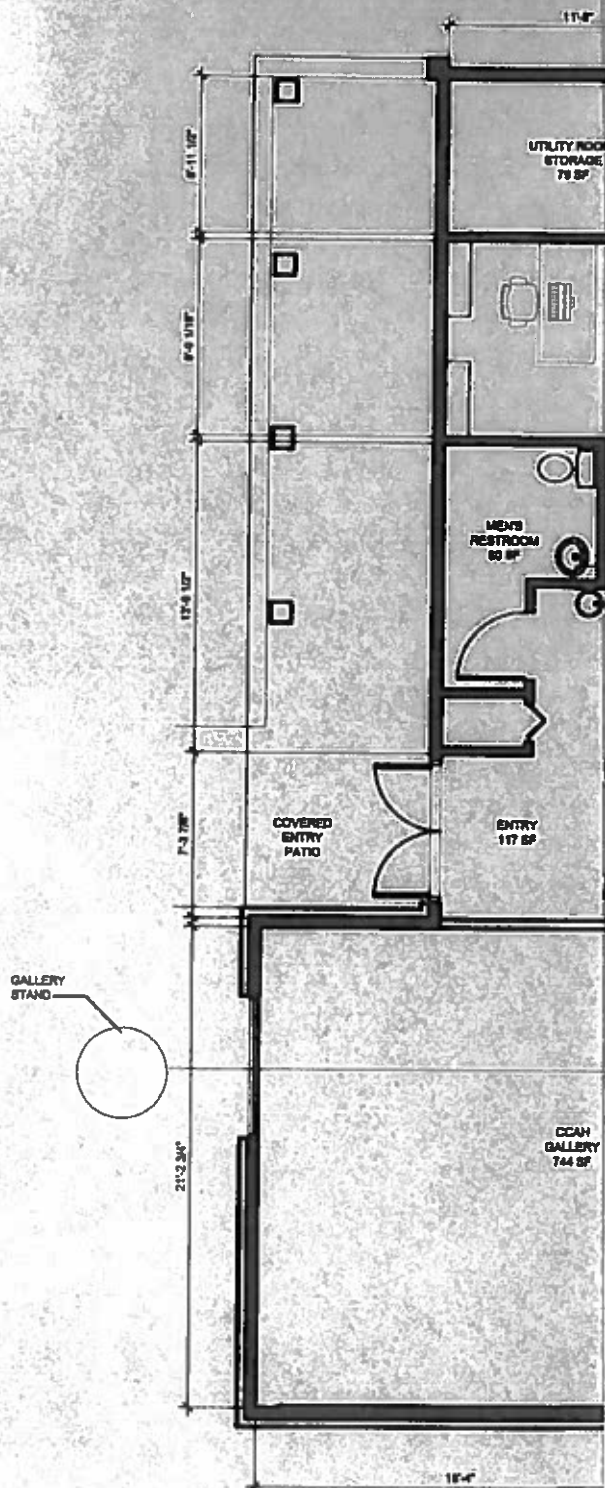
Legal Description of Library Building & Grounds/Leased Premises

Lots 13, 14, 15, 16 and 17, Block 12, Original Townsite of Carbondale, together with all personal property and inclusions set forth on that certain bill of sale between the Garfield County Public Library District and the Town of Carbondale recorded in the Office of the Garfield County Clerk & Recorder on October 17, 2013 at Reception No. 842149.

EXHIBIT 2

General Depiction of Leased Premises by CCAH and Dance Initiative

[INSERT]



arts carbondale
 76 south 4th street
 carbondale, co 81623

28 MARCH 2014, PROPOSAL SUBMISSION DIMENSION PLAN

rowland+broughton
 architecture / urban design / interior design

234 e. hogback ave.
 montrose, co 81401
 970.544.3000 o
 970.544.3473 f

1630 hicks st., ste. 200
 denver, co 80202
 303.306.1373 o
 303.306.1273 f



December 19, 2017

Dear Board of Trustees,

Carbondale strives for a community in which bicycling and walking are safe, convenient, and enjoyable. Transit is also safe, reliable and affordable. In 2014, the community of Carbondale generated approximately 79,679 metric tons of carbon dioxide equivalent (MTCO₂e). Of this amount, 45% of emissions were attributable to the fuel used for transportation. Addressing this source of emissions is a challenge, yet also as an opportunity to build a more thriving community as multimodal transportation improvements can bring more mobility options to a wide range of locals and tourists.

According to the vision set out in Carbondale's *2017 Climate & Energy Action Plan*, the majority of local trips should be made by walking, biking, and using public transit. While we have until 2050 to make these plan goals a reality, the time to act is now. The best first step is to quantify travel patterns to serve as baseline data to catalyze innovative alternative transportation solutions.

The Eboard recommends that the Town approve the expenditure of approximately \$2,500 of the remaining \$3,766 (10/23/17 Detail Ledger) in Account 01-4717-2400 (Environmental Board Expense) to purchase two (2) *Metro Count* mobile vehicle traffic counters. Currently, the Public Works Department borrows counters from Garfield County. Although this is a workable solution, it is more efficient for Carbondale to own. Please see a snapshot of the ledger on Page 2, and the vendor quotes attached.

The mobile tube counters will be installed by the Public Works department on a project-basis to better account for vehicle movements and patterns around town. Remote software will allow data to be extracted by someone from either the Eboard, CORE or CLEER. This vehicle data, along with bicycle-pedestrian data from RFTA, will be used to better assess travel patterns and emissions. The end goal is to work with multimodal partners (RFTA, We-Cycle) to implement creative solutions that reduce personal vehicle usage and increase alternative transportation options.

Thank you for your consideration.

Carbondale Environmental Board


TOWN OF CARBONDALE

Detail Ledger
Period: 1/1/2017 - 12/31/2017Page: 1
12/19/2017 14:38

Account Name:	ENVIRONMENTAL BOARD EXPENSE	Year-To-Date Balance:	\$1,234.00
Account Number:	01-4717-2400	Total Budget:	\$5,000.00
Account Type:	Expenditure	Variance:	\$3,766.00

Date	Journal Code	Reference Number	Description	Amount
05/13/2017	AP	208-1	ROGERS, LESTER	\$150.00
05/13/2017	AP	334-1	PULVER, LUCAS	\$300.00
05/13/2017	AP	526-1	ROSENTHAL, PAM	\$150.00
05/13/2017	AP	551-1	MONGE, LEEZA	\$250.00
05/13/2017	AP	588-1	BARBEE, STEVE	\$150.00
05/31/2017	AP	401-1	SOPRIS SUN	\$234.00
				<hr/>
				\$1,234.00

To: Mr Kevin Shorzman
Carbondale Town
A: 520 S. Third Street, Suite 3,
Carbondale CO 81623,
P: 970 963 1980
E: kschorzman@carbondaleco.net



26 Sep 2017

Traffic Monitoring Equipment

Special Quotation

Dear Kevin,

I am pleased to provide you with a Special Quotation for MetroCount traffic monitoring equipment.

This offer supersedes all previous offers.

To take up this offer, please return the attached form prior to the offer's expiry date.

To learn more about our traffic counters and their Signature System, the MTE® software or the remote access add-on, please visit our website or contact me.

Kind regards,

Heather Krauss
Technical Sales Representative
P: 800 576 5692
E: hkrauss@metrocount.com
W: www.metrocount.com

File name: CarbondT-HK0002.doc

From: Mr Kevin Shorzman

Carbondale Town

A: 520 S. Third Street, Suite 3,

Carbondale CO 81623,

P: 970 963 1980

E: kschorzman@carbondaleco.net

Date

Order Form

Order number _____

I would like to place an order, based on the following quotation, received on 26 Sep 2017:

A minimum order value of \$50 applies to any orders placed.

ITEM	QTY.	PRICE	TOTAL
RoadPod VT 5900 Plus inc RC	2	\$1,145.00	\$2,290.00
Standard warranty (12 months)	2	\$0.00	\$0.00
Acc: MTE v5.0 Web Download **software and support are always free**	1	\$0.00	\$0.00
Acc: MetroCount USB Comms Cable (1.8m) **communications cable**	1	\$58.00	\$58.00
Field - Full Field Kit **includes 30m tubing, 12 nails, 10 pack figure 8 cleats, 2 centerline flaps**	2	\$195.00	\$390.00
Discount **volume discount**	2	-\$150.00	-\$300.00
Freight via UPS (MD)			\$60.00
Total excluding any tax (Prices in USD)			\$2,498.00

NOTE: All prices are in USD, exclude any Sales Tax and any other state Taxes and will remain valid for four weeks from 26 Sep 2017. Most items are available ex stock, but some may be back-ordered on a first come, first served basis. All goods remain the property of MetroCount (USA) Inc. (H.O. Sales) until paid in full. We reserve the right to charge interest on overdue accounts at 0.5% per week. Payments are to be made prior to shipment via Direct Transfer or Credit Card unless otherwise advised. Government Terms 15 days net. MetroCount reserves the right to include credit card merchant facility fees and any associated processing admin fees of up to 5%. Please confirm if you require the items to be insured against loss/damage (equipment and/or packaging) whilst in transit with the selected courier named above. This offer supersedes all previous offers.

PAYMENT METHOD

- ☐ I will direct credit to MetroCount's bank account (EFT).

Account name: MetroCount USA
 Account number: 8059867967
 Routing number: 031207607
 Bank name: PNC Bank
 Bank address: 2465 Kuser Road, Hamilton Township NJ 08690

- ☐ I will pay by check or cash.
 Please send me the invoice.

- ☐ I will pay via my Visa/Amex/MasterCard.
 Please contact me by phone to receive my credit/debit card details.