

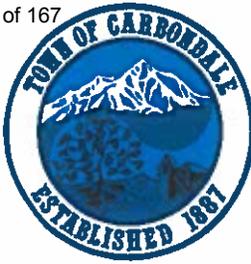
**CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
FEBRUARY 25, 2020**

**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 2/11/2020 Work Session Minutes c. Resolution No. 5, Series of 2020 Gianinetti Park Playground Equipment Mini Grant d. Authorization –Fishing is Fun Grant e. Recommendation for Appointment – Parks and Recreation Commission f. Lassiter Electric Contract – Gateway Park Phase II g. Contract for Nettle Creek Water Line Pump Back Study	ATTACHMENT A ATTACHMENT B ATTACHMENT C ATTACHMENT D ATTACHMENT E ATTACHMENT F ATTACHMENT G BOT Action Desired
6:05	3.	Persons Present Not On The Agenda	
6:15	4.	Trustee Comments	
6:25	5.	Attorney’s Comments	
6:30	6.	Special Event Liquor License – Blue Lake Preschool	ATTACHMENT H Discussion
6:35	7.	First Reading - Ordinance No. 3, Series of 2020 – Xcel Franchise Agreement	ATTACHMENT I BOT Action Desired
6:45	8.	Letter of Credit Reduction No. 1 – Main Street Marketplace	ATTACHMENT J BOT Action Desired
6:55	9.	Resolution No. 4, Series of 2020 – Third Street Center Improvements	ATTACHMENT K BOT Action Desired

7:10	10.	Labeling Tree Species	ATTACHMENT L BOT Action Desired
7:30	11.	2020 Integrated Weed Management Plan	ATTACHMENT M BOT Action Desired
8:00	12.	Draft Rabbit Ordinance	ATTACHEMNT N
8:30	13.	NEPA Rollbacks Letter	ATTACHMENT O
9:00	14.	Minutes/Correspondence a. Bike/Pedestrian/Trails Commission 1-6-20 Minutes b. Carbondale Public Arts Commission 1-8- 20 Minutes c. Parks & Recreation 1-8-20 d. Planning & Zoning 1-30-20 Minutes e. Community Request Thank You Letters	ATTACHMENT P Information Only
9:00	15.	Adjourn	

*** Please note: times are approximate**



Board of Trustees Agenda Memorandum

Item No: Attachment A

Meeting Date: 02.25.2020

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 02.25.2020

DISCUSSION: The accounts payable include \$10,000.00 to River Bridge from the police department and the VALE Fund. Sponsorship for the Youth Water Leadership is included for \$1,000.00.

The payroll for 2.07.2020 was \$158,799.55. Tax liability for the town was \$9,503.12. Pension and Retirement liability was \$10,762.73.

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

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Vendor	Vendor Name	GL Acct No Description	Invoice No	PO No	Invoice Date	Amount
01-2175	INSURANCE PAYABLE					
10660	CEBT	JANUARY PREMIUMS	INV 0033111	13386	02/07/2020	94,032.10
01-2175	INSURANCE PAYABLE					
10660	CEBT	FEBRUARY PREMIUMS	INV 0033900	13387	02/07/2020	99,746.15
Total 01-2175:						193,778.25
01-2177	GARNISHMENTS PAYABLE					
19540	FAMILY SUPPORT REGISTRY	GARNISHMENT-#14881544	02072020 R	13385	02/07/2020	227.07
01-2177	GARNISHMENTS PAYABLE					
38906	PENNSYLVANIA SCU	GARNISHMENT #1830101891	02072020 M	13384	02/07/2020	147.69
Total 01-2177:						374.76
01-4310-3410	UTILITIES					
25760	HOLY CROSS ENERGY	HWY 133 & VILLAGE LANE ST LI	02/07/2020	13370	02/07/2020	59.60
01-4310-3410	UTILITIES					
25760	HOLY CROSS ENERGY	COWEN PUMP STATION	02/07/2020	13370	02/07/2020	19.41
01-4310-3410	UTILITIES					
25760	HOLY CROSS ENERGY	101 HWY 133 IRR. PUMP SKID	02/07/2020	13370	02/07/2020	28.62
Total 01-4310-3410:						107.63
01-4500-3410	UTILITIES					
25760	HOLY CROSS ENERGY	ARENA BUILDING	02/07/2020	13370	02/07/2020	231.99
Total 01-4500-3410:						231.99
01-4520-3410	UTILITIES					
25760	HOLY CROSS ENERGY	WEAVER CEMETERY	02.07.2020	13377	02/07/2020	19.31
01-4520-3410	UTILITIES					
25760	HOLY CROSS ENERGY	GIANINETTI RESTROOM LIGHT	02/07/2020	13370	02/07/2020	45.05
Total 01-4520-3410:						64.36
41-4336-3410	UTILITIES					
25760	HOLY CROSS ENERGY	NC PLANT	02/07/2020	13370	02/07/2020	1,365.27
Total 41-4336-3410:						1,365.27
Grand Totals						195,922.26

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Vendor	Vendor Name	GL Acct No	Description	Invoice No	PO No	Invoice Date	Amount
00-1017	UTILITY CASH CLEARING ACCOUNT						
1035	311 MAIN LLC		UTILITY REFUND ACCOUNT #21	216721	94488	02/03/2020	66.48
00-1017	UTILITY CASH CLEARING ACCOUNT						
7625	SHERMAN, ROD		UTILITY REFUND ACCOUNT #99	021320	94510	02/13/2020	43.68
00-1017	UTILITY CASH CLEARING ACCOUNT						
49245	STICKLE, JEANNIE		UTILITY REFUND ACCOUNT #20	020120	94492	02/01/2020	45.71
Total 00-1017:							155.87
01-1411	OFFICE SUPPLY INVENTORY						
52880	UMB BANK		OFFICE SUPPLIES	020120	13412	02/25/2020	73.08
Total 01-1411:							73.08
01-2200	STREET CUT DEPOSITS						
38906	Forrest Fulker		ST. CUT PERMIT REFUND	091719	25417	02/19/2020	1,140.00
Total 01-2200:							1,140.00
01-36-22	RV PARK FEES						
38907	DONNELLY, KELLY		REFUND FOR RV PARK CANCE	WRSA-8A0B	101903	02/11/2020	80.00
01-36-22	RV PARK FEES						
38907	KEITH, MARIANNE		REFUND FOR RV PARK CANCE	WRSA-0BB	101904	02/05/2020	402.00
Total 01-36-22:							482.00
01-4111-2400	MISCELLANEOUS EXPENSE						
29535	KITCHING, LANI		REIMBURSE TRUSTEE	021820	13411	02/25/2020	28.20
01-4111-2400	MISCELLANEOUS EXPENSE						
52880	UMB BANK		NICOLETTE RECEPTION, CHRI	020120	13412	02/25/2020	395.62
Total 01-4111-2400:							423.82
01-4111-3300	DUES AND PUBLICATIONS						
55705	WEST ELK LOOP SCENIC & HIS		ANNUAL MEMBERSHIP	020120	13400	02/01/2020	150.00
Total 01-4111-3300:							150.00
01-4121-3980	CONTRACT LABOR						
28280	JOHN COLLINS PC		JUDGE'S CONTRACT	020120	13409	02/25/2020	1,605.63
Total 01-4121-3980:							1,605.63
01-4132-2110	OFFICE SUPPLIES						
52880	UMB BANK		BINDER, FLASH DRIVE, CARDS	020120	13412	02/25/2020	32.89
Total 01-4132-2110:							32.89
01-4132-3700	TRAVEL AND CONFERENCE						
52880	UMB BANK		CCMA CONFERENCE	020120	13412	02/25/2020	235.00
Total 01-4132-3700:							235.00
01-4150-2110	OFFICE SUPPLIES						
52880	UMB BANK		FOLDERS, SUBSCRIPTION FOR	020120	13412	02/25/2020	53.09

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Vendor	Vendor Name	GL Acct No	Description	Invoice No	PQ No	Invoice Date	Amount
Total 01-4150-2110:							53.09
01-4150-2400 MISCELLANEOUS EXPENSE							
52880	UMB BANK		BUS PASSES FOR EMPLOYEES	020120	13412	02/25/2020	147.50
Total 01-4150-2400:							147.50
01-4150-3310 ADVERTISING							
48260	SOPRIS SUN		ADVISORY BOARD APPLICATIO	22133	13408	02/06/2020	160.00
Total 01-4150-3310:							160.00
01-4150-3311 RECRUITING EXPENSES							
52880	UMB BANK		RECRUITMENT ADS	020120	13412	02/25/2020	400.00
Total 01-4150-3311:							400.00
01-4150-5100 MUNICIPAL INSURANCE							
39680	PINNACOL ASSURANCE		WORKER'S COMP INSTALLMEN	19892796	13392	02/03/2020	10,074.00
Total 01-4150-5100:							10,074.00
01-4150-5310 OFFICE EQUIPMENT RENTAL							
57780	XEROX CORPORATION		COPIER LEASE	99405067, 9	13396	02/01/2020	430.44
Total 01-4150-5310:							430.44
01-4151-2110 OFFICE SUPPLIES							
52880	UMB BANK		MEMBERSHIP, FOLDER BOXES	020120	13412	02/25/2020	250.81
Total 01-4151-2110:							250.81
01-4191-3300 DUES AND PUBLICATIONS							
52880	UMB BANK		MEMBERSHIP	020120	13412	02/25/2020	350.00
Total 01-4191-3300:							350.00
01-4191-3310 ADVERTISING							
48260	SOPRIS SUN		ADVISORY BOARD ADS	22020	13391	01/16/2020	255.00
Total 01-4191-3310:							255.00
01-4191-3820 BOOKS							
52880	UMB BANK		CONTINUING EDUCATION	020120	13412	02/25/2020	170.00
Total 01-4191-3820:							170.00
01-4192-3560 SOFTWARE SERVICES							
10460	CASELLE INC		SOFTWARE SUPPORT	100136	13395	02/01/2020	940.00
71997	REVIZE LLC		ANNUAL WEB SITE SUPPORT	9389	13388	01/29/2020	1,800.00
52880	UMB BANK		ADOBE SUPSCRIPTION, EMAIL	020120	13412	02/25/2020	1,721.20
Total 01-4192-3560:							4,461.20

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01-4192-3630 COMPUTER MAINTENANCE							
69800	MITCHELL AND COMPANY		SERVER AND STORAGE MANA	122160	13407	02/15/2020	640.00
01-4192-3630 COMPUTER MAINTENANCE							
69800	MITCHELL AND COMPANY		CIO STRATEGY AND PLANNING	122160	13407	02/15/2020	2,720.00
Total 01-4192-3630:							3,360.00
01-4194-2290 GENERAL SUPPLIES							
52880	UMB BANK		SOAP, CLEANING SUPPLIES	020120	13412	02/25/2020	17.40
Total 01-4194-2290:							17.40
01-4194-9200 BUILDING IMPROVEMENTS							
76403	AUDIO VIDEO EXPERTS		EQUIPMENT AND INSTALLATIO	6422	13410	02/25/2020	5,153.60
Total 01-4194-9200:							5,153.60
01-4195-2250 SAFETY EQUIPMENT							
52500	TRI COUNTY FIRE PROTECTIO		FIRE EXTINGUSHER INSPECTI	191224	25420	01/31/2020	1,007.50
Total 01-4195-2250:							1,007.50
01-4195-2311 POLICE FUEL							
52880	UMB BANK		FUEL	020120	13412	02/25/2020	72.97
01-4195-2311 POLICE FUEL							
53840	VALERO MARKETING AND SUP		POLICE FUEL	020120	66711	02/01/2020	1,244.24
Total 01-4195-2311:							1,317.21
01-4195-2312 ORDINANCE FUEL							
53840	VALERO MARKETING AND SUP		ORDINANCE FUEL	020120	66711	02/01/2020	77.88
Total 01-4195-2312:							77.88
01-4195-2316 RECREATION FUEL							
53840	VALERO MARKETING AND SUP		RECREATION FUEL	020120	66711	02/01/2020	40.18
Total 01-4195-2316:							40.18
01-4195-2321 POLICE MAINTENANCE							
38907	MASTER PETROLEUM CO., INC		OIL FOR VEHICLES & EQUIPME	1007891	25421	01/30/2020	522.87
01-4195-2321 POLICE MAINTENANCE							
52880	UMB BANK		WASHER FLUID, FUEL, EQUIPM	020120	13412	02/25/2020	647.20
Total 01-4195-2321:							1,170.07
01-4195-2324 STREETS MAINTENANCE							
38907	MASTER PETROLEUM CO., INC		OIL FOR VEHICLES & EQUIPME	1007891	25421	01/30/2020	855.97
01-4195-2324 STREETS MAINTENANCE							
38907	MASTER PETROLEUM CO., INC		OIL FOR VEHICLES & EQUIPME	1007891	25421	01/30/2020	479.17
01-4195-2324 STREETS MAINTENANCE							
52880	UMB BANK		EQUIPMENT	020120	13412	02/25/2020	1,050.70
Total 01-4195-2324:							2,385.84
01-4195-2325 PARKS MAINTENANCE							
52880	UMB BANK		EQUIPMENT	020120	13412	02/25/2020	81.60

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Total 01-4195-2325:							81.60
01-4195-3630	PARKS PORT. EQUIPMENT MAINTENA						
52880	UMB BANK		EQUIPMENT	020120	13412	02/25/2020	27.59
Total 01-4195-3630:							27.59
01-4210-2100	POSTAGE						
52880	UMB BANK		SUPPLIES, POSTAGE	020120	13412	02/25/2020	172.39
Total 01-4210-2100:							172.39
01-4210-2110	OFFICE SUPPLIES						
52880	UMB BANK		OFFICE SUPPLIES	020120	13412	02/25/2020	399.96
01-4210-2110	OFFICE SUPPLIES						
52880	UMB BANK		NOTARY STAMPS, OFFICE SUP	020120	13412	02/25/2020	313.71
01-4210-2110	OFFICE SUPPLIES						
57780	XEROX CORPORATION		COPIER LEASE POLICE	99405068	66709	02/01/2020	132.51
Total 01-4210-2110:							846.18
01-4210-2200	DRUG & ALCOHOL TESTING						
92092	MCC DRUG & ALCOHOL SCREE		DRUG TESTING - POLICE	22835	66704	01/31/2020	45.00
Total 01-4210-2200:							45.00
01-4210-2291	INVESTIGATION EXPENSE						
43470	RIVER BRIDGE REGIONAL CEN		FUNDS REQUEST	02052020	66705	02/05/2020	5,000.00
01-4210-2291	INVESTIGATION EXPENSE						
52880	UMB BANK		INVESTIGATIVE TOOL	020120	13412	02/25/2020	250.00
Total 01-4210-2291:							5,250.00
01-4210-2292	CLOTHING ALLOWANCE						
1920	ADAMSON POLICE PRODUCTS		UNIFORM ACCESSORIES	320086	66706	02/03/2020	35.85
01-4210-2292	CLOTHING ALLOWANCE						
38907	HERRERA, CAMERON		REIMBURSEMENT APPAREL	121819	66703	02/19/2020	130.00
01-4210-2292	CLOTHING ALLOWANCE						
52880	UMB BANK		UNIFORM BOOTS, SUPPLIES	020120	13412	02/25/2020	833.88
Total 01-4210-2292:							999.73
01-4210-2400	MISCELLANEOUS EXPENSE						
52880	UMB BANK		CLEANING SUPPLIES	020120	13412	02/25/2020	75.49
Total 01-4210-2400:							75.49
01-4210-3300	DUES AND PUBLICATIONS						
2720	A.L.E.R.T./S.A.M.		DUES	021920	66710	02/19/2020	100.00
Total 01-4210-3300:							100.00
01-4210-3700	TRAVEL AND CONFERENCE						
45390	RUPP, BRANDYN		PER DIEM TRAINING	012820	66702	01/28/2020	328.00
01-4210-3700	TRAVEL AND CONFERENCE						
76377	SHIVLEY, TADE		PER DIEM FOR TRAINING	020120	66701	02/01/2020	328.00

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01-4210-3700 TRAVEL AND CONFERENCE							
76377	SHMLEY, TADE		PER DIEM FOR TRAINING	021920	66700	02/19/2020	89.00
01-4210-3700 TRAVEL AND CONFERENCE							
52880	UMB BANK		CONFERENCE REGISTRATION	020120	13412	02/25/2020	975.00
01-4210-3700 TRAVEL AND CONFERENCE							
52880	UMB BANK		LODGING FOR CONFERENCE	020120	13412	02/25/2020	47.03
Total 01-4210-3700:							1,767.03
01-4210-3980 OTHER SERVICES							
43470	RIVER BRIDGE REGIONAL CEN		FUNDS REQUEST	02052020	66705	02/05/2020	1,500.00
Total 01-4210-3980:							1,500.00
01-4210-8000 FEDERAL GRANT EXPENSE							
52880	UMB BANK		TRIDENT WEBSITE MAINTENAN	020120	13412	02/25/2020	512.41
Total 01-4210-8000:							512.41
01-4215-3450 TELEPHONE COSTS							
9680	CARBONDALE & RURAL FIRE D		CELL & DATA SERVICE (3 MONT	021220	66707	02/12/2020	158.82
Total 01-4215-3450:							158.82
01-4215-3690 MAINTENANCE RADIOS							
9680	CARBONDALE & RURAL FIRE D		BEARCOMM REIMBURSEMENT	021220	66707	02/12/2020	465.28
01-4215-3690 MAINTENANCE RADIOS							
52880	UMB BANK		RADIO EAR PIECES	020120	13412	02/25/2020	813.96
Total 01-4215-3690:							1,279.24
01-4215-9460 PHONE EQUIPMENT							
52880	UMB BANK		CELL PHONE CASES	020120	13412	02/25/2020	23.98
01-4215-9460 PHONE EQUIPMENT							
52880	UMB BANK		CELL PHONE CASES	020120	13412	02/25/2020	24.98
Total 01-4215-9460:							48.96
01-4242-2110 OFFICE SUPPLIES							
45820	SANDY'S OFFICE SUPPLY		OFFICE SUPPLIES	307824, 307	13403	02/12/2020	12.28
01-4242-2110 OFFICE SUPPLIES							
45820	SANDY'S OFFICE SUPPLY		OFFICE SUPPLIES	307824, 307	13403	02/12/2020	65.70
Total 01-4242-2110:							77.98
01-4242-3300 DUES AND MEMBERSHIPS							
52880	UMB BANK		MEMBERSHIP	020120	13412	02/25/2020	135.00
Total 01-4242-3300:							135.00
01-4242-3700 TRAVEL AND CONFERENCE							
52880	UMB BANK		EDUCATION INSTITUTE, MEETI	020120	13412	02/25/2020	314.15
Total 01-4242-3700:							314.15
01-4298-2110 OFFICE SUPPLIES							
76388	PRINT WORKS		SNOW REMOVAL TAGS	105238	66699	02/04/2020	41.10

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Total 01-4298-2110:							41.10
01-4298-2292	CLOTHING ALLOWANCE						
1920	ADAMSON POLICE PRODUCTS		ORDINANCE ACCESSORIES	320086	66706	02/03/2020	11.95
01-4298-2292	CLOTHING ALLOWANCE						
52880	UMB BANK		BOOTS	020120	13412	02/25/2020	103.50
Total 01-4298-2292:							115.45
01-4298-3700	TRAINING						
52880	UMB BANK		CONFERENCE	020120	13412	02/25/2020	595.00
Total 01-4298-3700:							595.00
01-4298-5310	DOG POUND BOARDING						
42620	RED HILL ANIMAL HEALTH CEN		DOG POUND BOARD	013120	66708	01/31/2020	37.50
Total 01-4298-5310:							37.50
01-4310-2250	SAFETY EQUIPMENT						
52880	UMB BANK		GLOVES, GLASSES, YAXTRAK	020120	13412	02/25/2020	63.00
Total 01-4310-2250:							63.00
01-4310-2420	SIGN PURCHASES						
52880	UMB BANK		CONCRETE	020120	13412	02/25/2020	35.24
Total 01-4310-2420:							35.24
01-4310-3681	SNOW REMOVAL						
36500	NEVAREZ TRUCKING		HAULING - SNOW REMOVAL	1492	25423	02/11/2020	5,270.00
01-4310-3681	SNOW REMOVAL						
45040	RON GOSCHA TRUCKING LLC		HAULING - SNOW REMOVAL	021220	25419	02/12/2020	2,677.50
01-4310-3681	SNOW REMOVAL						
56520	WESTERN SLOPE MATERIALS		ROADBASE	117631	25418	12/28/2019	390.86
01-4310-3681	SNOW REMOVAL						
56520	WESTERN SLOPE MATERIALS		SANDING MATERIAL WICE-SLI	117631	25418	12/28/2019	566.58
Total 01-4310-3681:							8,905.04
01-4310-7262	PUBLIC ARTS PROGRAM						
52880	UMB BANK		CPAC MARKETING	020120	13412	02/25/2020	9.22
01-4310-7262	PUBLIC ARTS PROGRAM						
52880	UMB BANK		MARKETING	020120	13412	02/25/2020	25.00
Total 01-4310-7262:							34.22
01-4310-9410	TOOLS AND EQUIPMENT						
52880	UMB BANK		EQUIPMENT	020120	13412	02/25/2020	74.46
Total 01-4310-9410:							74.46
01-4318-2252	SAFETY COMMITTEE						
52880	UMB BANK		SAFETY MEETING MATERIALS	020120	13412	02/25/2020	204.52

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Total 01-4318-2252							204.52
01-4318-3400	Rental Property Expense						
10620	C DALE LLC		LEASE LOT B	020120	13394	02/01/2020	450.00
Total 01-4318-3400							450.00
01-4318-3571	SURVEYING & MAPPING						
92483	ROARING FORK GEOSPATIAL L		GEOSPATIAL - PUBLIC WORKS	0045	13390	01/31/2020	276.25
Total 01-4318-3571							276.25
01-4318-3660	BLDG MAINTENANCE EXPENSE						
4280	APEX SECURITY		PW BUILDING	737947	25422	02/04/2020	85.20
01-4318-3660	BLDG MAINTENANCE EXPENSE						
35420	MOUNTAIN WASTE & RECYCLI		PUBLIC WORKS YARD	2156133	25416	02/01/2020	1,528.49
Total 01-4318-3660							1,613.69
01-4500-2100	POSTAGE						
52880	UMB BANK		CALENDAR	020120	13412	02/25/2020	9.99
Total 01-4500-2100							9.99
01-4500-2110	OFFICE SUPPLIES						
52880	UMB BANK		PLANNER	020120	13412	02/25/2020	19.99
Total 01-4500-2110							19.99
01-4500-2243	UNIFORMS						
52880	UMB BANK		UNIFORMS	020120	13412	02/25/2020	2,282.17
Total 01-4500-2243							2,282.17
01-4500-2244	PROGRAM SUPPLIES						
52880	UMB BANK		SCHEDULING, SUPPLIES, EQUI	020120	13412	02/25/2020	327.79
Total 01-4500-2244							327.79
01-4500-2292	CLOTHING ALLOWANCE						
52880	UMB BANK		PARTS	020120	13412	02/25/2020	5.93
Total 01-4500-2292							5.93
01-4500-3300	DUES AND MEMBERSHIPS						
14940	CPRA		AGENCY MEMBERSHIP RENEW	020120	101907	02/01/2020	299.50
Total 01-4500-3300							299.50
01-4500-3651	RIDING ARENA MAINTENANCE						
52880	UMB BANK		TOOLS, KEYS, BUMPER CAPS	020120	13412	02/25/2020	504.33
Total 01-4500-3651							504.33
01-4500-3980	CONTRACT LABOR						
76106	SUAREZ, DULCE ANDREA		TRANSLATION NATURE PARK Q	021020	101910	02/10/2020	30.00

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Total 01-4500-3980:							30.00
01-4500-8000 SELF FUNDED SPECIAL EVENTS							
52880	UMB BANK		SUPPLIES, POWER STATION, M	020120	13412	02/25/2020	783.07
Total 01-4500-8000:							783.07
01-4500-9411 RECREATION FACILITIES							
55020	WAGNER RENTS		EQUIPMENT FOR PICKLEBALL	P6472001, P	101911	08/28/2019	594.84
Total 01-4500-9411:							594.84
01-4520-2250 SAFETY EQUIPMENT							
52880	UMB BANK		SAFETY VESTS, GLOVES	020120	13412	02/25/2020	45.82
Total 01-4520-2250:							45.82
01-4520-3660 BLDG MAINTENANCE EXPENSE							
52880	UMB BANK		HARDWARE	020120	13412	02/25/2020	17.42
01-4520-3660 BLDG MAINTENANCE EXPENSE							
56350	WESTERN PAPER DISTRIBUTO		PARK CUSTODIAL SUPPLIES IN	3624801	101906	02/14/2020	140.24
Total 01-4520-3660:							157.66
01-4520-3684 TRAILS MAINTENANCE							
52880	UMB BANK		ICEMELT	020120	13412	02/25/2020	362.25
Total 01-4520-3684:							362.25
01-4525-3600 RV PARK MAINTENANCE							
52965	UNITED COMPANIES TELLURID		ROAD BASE RV PARK INVOICE	1333296,133	101905	02/05/2020	555.71
01-4525-3600 RV PARK MAINTENANCE							
52965	UNITED COMPANIES TELLURID		ROAD BASE RV PARK INVOICE	1333296,133	101905	02/05/2020	735.24
01-4525-3600 RV PARK MAINTENANCE							
52965	UNITED COMPANIES TELLURID		ROAD BASE RV PARK INVOICE	1333296,133	101905	02/05/2020	1,596.48
Total 01-4525-3600:							2,887.43
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
15840	DAHL GLENWOOD SPRINGS		FLEX FIT PLUG & HEAT TAPE F	S015077336	94511	02/11/2020	305.74
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
17240	DODSON ENGINEERED PRODU		CEMENT & PRIMER FOR GATE	253618	94500	02/11/2020	20.17
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
17240	DODSON ENGINEERED PRODU		PVC, STIFFNER & ADAPTOR FO	253618	94500	02/11/2020	429.13
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
23240	FERGUSON WATERWORKS #11		METAL FOR GATEWAY WATER	1085599	94504	02/10/2020	35.10
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
23240	FERGUSON WATERWORKS #11		BLUE PIPE FOR GATEWAY WAT	1085599	94504	02/10/2020	176.40
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
23240	FERGUSON WATERWORKS #11		REPAIRS TO GATEWAY WATER	1086044	94490	01/30/2020	422.37
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
23240	FERGUSON WATERWORKS #11		REPAIRS TO GATEWAY WATER	1086044	94490	01/30/2020	158.31
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
23240	FERGUSON WATERWORKS #11		REPAIRS TO GATEWAY WATER	1086044	94490	01/30/2020	61.75
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
23240	FERGUSON WATERWORKS #11		PARTS TO REPAIR GATEWAY W	1086044	94490	01/30/2020	3,109.09

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01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
23240	FERGUSON WATERWORKS #11		PARTS TO REPAIR GATEWAY W	1086044	94490	01/30/2020	98.64
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
23240	FERGUSON WATERWORKS #11		PVC FOR GATEWAY WATER SY	1087764	94508	02/11/2020	93.60
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
47860	SNOWMASS WATER & SANITAT		BAC T SAMPLES (1)	14532	94513	01/31/2020	35.00
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
52880	UMB BANK		PARTS AND SUPPLIES FOR GA	020120	13412	02/25/2020	2,783.54
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
55020	WAGNER RENTS		HYDROSTATIC PUMP FOR GAT	P7323601	94494	02/03/2020	77.27
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT							
55020	WAGNER RENTS		SCAFOLDING RENTAL FOR GAT	P7323601	94494	02/03/2020	960.00
Total 01-4525-9360:							8,766.11
10-4800-3600 PARKS MAINTENANCE							
52880	UMB BANK		PAINT, SUPPLIES FOR TRASH C	020120	13412	02/25/2020	217.62
Total 10-4800-3600:							217.62
12-4210-3360 VICTIM'S ASSISTANCE							
43470	RIVER BRIDGE REGIONAL CEN		VALE FUNDS REQUEST	02052020	66705	02/05/2020	3,500.00
Total 12-4210-3360:							3,500.00
12-4210-3700 EDUCATION & TRAINING							
52880	UMB BANK		CORA REGISTRATION	020120	13412	02/25/2020	200.00
12-4210-3700 EDUCATION & TRAINING							
52880	UMB BANK		ENCOUNTER TRAINING REGIS	020120	13412	02/25/2020	775.75
Total 12-4210-3700:							975.75
31-4335-2100 POSTAGE							
53400	US POSTMASTER - AZ		UB POSTAGE	158794	94498	12/04/2019	1,000.00
Total 31-4335-2100:							1,000.00
31-4335-2111 LAB SUPPLIES							
52880	UMB BANK		PARTS, PACKETS	020120	13412	02/25/2020	793.46
Total 31-4335-2111:							793.46
31-4335-2210 CHEMICALS							
40300	POLYDYNE INC		CLARIFLOC POLYMER	1425189	94495	01/22/2020	2,254.32
Total 31-4335-2210:							2,254.32
31-4335-2250 SAFETY EQUIPMENT							
52500	TRI COUNTY FIRE PROTECTIO		FIRE EXTINGUISHER INSPECTI	191236	94505	01/01/2020	434.00
31-4335-2250 SAFETY EQUIPMENT							
52880	UMB BANK		GLOVES	020120	13412	02/25/2020	215.80
Total 31-4335-2250:							649.80
31-4335-2290 GENERAL SUPPLIES							
52880	UMB BANK		PAPER GOODS, SUPPLIES	020120	13412	02/25/2020	275.47

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Total 31-4335-2290:							275.47
31-4335-2292	UNIFORMS						
52880	UMB BANK		UNIFORMS	020120	13412	02/25/2020	31.14
Total 31-4335-2292:							31.14
31-4335-2310	VEHICLE FUEL						
53840	VALERO MARKETING AND SUP		WATER/WASTEWATER FUEL	020120	66711	02/01/2020	38.96
Total 31-4335-2310:							38.96
31-4335-2320	VEHICLE MAINTENANCE						
52880	UMB BANK		EQUIPMENT	020120	13412	02/25/2020	33.98
Total 31-4335-2320:							33.98
31-4335-2380	PLANT MAINTENANCE						
52880	UMB BANK		VALVES, EJECTOR PUMP, MATE	020120	13412	02/25/2020	1,768.18
Total 31-4335-2380:							1,768.18
31-4335-2381	SLUDGE DISPOSAL						
39810	PITKIN COUNTY LANDFILL		BIO- SOLIDS	169664	94493	01/31/2020	118.20
31-4335-2381	SLUDGE DISPOSAL						
39810	PITKIN COUNTY LANDFILL		BIO- SOLIDS	170394	94509	02/12/2020	180.00
31-4335-2381	SLUDGE DISPOSAL						
39810	PITKIN COUNTY LANDFILL		BIO- SOLIDS	170044	94501	02/06/2020	258.90
31-4335-2381	SLUDGE DISPOSAL						
39810	PITKIN COUNTY LANDFILL		BIO- SOLIDS	170693	94514	02/15/2020	116.10
31-4335-2381	SLUDGE DISPOSAL						
39810	PITKIN COUNTY LANDFILL		BIO- SOLIDS	170693	94514	02/15/2020	127.80
Total 31-4335-2381:							801.00
31-4335-2383	COLLECTION SYSTEM MAINTENANCE						
52880	UMB BANK		OIL	020120	13412	02/25/2020	24.48
31-4335-2383	COLLECTION SYSTEM MAINTENANCE						
52920	UNCC		LINE LOCATES	220010277	94491	01/31/2020	21.60
Total 31-4335-2383:							46.08
31-4335-3410	UTILITIES						
35420	MOUNTAIN WASTE & RECYCLI		2 YD REAR LOAD WASTEWATE	0002156134	94489	02/01/2020	185.43
Total 31-4335-3410:							185.43
31-4335-3560	SOFTWARE SERVICES						
10460	CASELLE INC		MONTHLY SOFTWARE SUPPOR	100136	13395	02/01/2020	470.00
Total 31-4335-3560:							470.00
31-4335-3575	UTILITY BILL OUTSOURCING						
2080	ADVANCED INFO SYSTEMS		UB OUTSOURCING	14985	94499	12/06/2019	117.43
31-4335-3575	UTILITY BILL OUTSOURCING						
2080	ADVANCED INFO SYSTEMS		UB OUTSOURCING	14985	94499	12/06/2019	115.93

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Total 31-4335-3575:							233.36
31-4335-3580 PERMIT AND LAB FEES							
52880	UMB BANK		MEMBERSHIP, POSTAGE	020120	13412	02/25/2020	504.57
Total 31-4335-3580:							504.57
31-4335-3810 TRAINING							
52880	UMB BANK		CONFERENCE, TESTING, EXAM	020120	13412	02/25/2020	712.50
Total 31-4335-3810:							712.50
31-4335-5310 OFFICE EQUIPMENT RENTAL							
57780	XEROX CORPORATION		COPIER LEASE	99405067, 9	13396	02/01/2020	77.83
Total 31-4335-5310:							77.83
31-4335-9350 MAPPING							
92483	ROARING FORK GEOSPATIAL L		GEOSPATIAL - UTILITIES	0045	13390	01/31/2020	560.63
Total 31-4335-9350:							560.63
31-4335-9410 TOOLS AND EQUIPMENT							
52880	UMB BANK		TOOL BOXES, SOCKETS	020120	13412	02/25/2020	709.75
Total 31-4335-9410:							709.75
31-4337-3570 DESIGN ENGINEERING CONSULTANT							
43790	ROARING FORK ENGINEERING		WWTP CLARIFIER & PUMP PRO	3646	94502	02/06/2020	10,386.50
Total 31-4337-3570:							10,386.50
41-4336-2100 POSTAGE							
53400	US POSTMASTER - AZ		UB POSTAGE	158794	94498	12/04/2019	1,000.00
Total 41-4336-2100:							1,000.00
41-4336-2200 DRUG & ALCOHOL TESTING							
22400	GLENWOOD MEDICAL ASSOC -		DOT DRUG SCREEN	011320	13398	02/25/2020	130.00
41-4336-2200 DRUG & ALCOHOL TESTING							
54120	VALLEY VIEW HOSPITAL		DOT PHYSICAL	55653C9028,	13404	02/07/2020	182.00
41-4336-2200 DRUG & ALCOHOL TESTING							
54120	VALLEY VIEW HOSPITAL		DOT PHYSICAL	55653C9028,	13404	02/07/2020	167.00
Total 41-4336-2200:							479.00
41-4336-2210 CHEMICALS							
17580	DPC INDUSTRIES INC		SODIUM HYPOCHLORIDE	737000321-2	94503	01/28/2020	1,209.67
Total 41-4336-2210:							1,209.67
41-4336-2250 SAFETY EQUIPMENT							
52500	TRI COUNTY FIRE PROTECTIO		FIRE EXTINGUISHER INSPECTI	191236	94505	01/01/2020	434.00
41-4336-2250 SAFETY EQUIPMENT							
52880	UMB BANK		GLOVES	020120	13412	02/25/2020	43.31

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Total 41-4336-2250:							477.31
41-4336-2290	GENERAL SUPPLIES						
52880	UMB BANK		SUPPLIES	020120	13412	02/25/2020	26.96
Total 41-4336-2290:							26.96
41-4336-2292	UNIFORMS						
52880	UMB BANK		WORK CLOTHING	020120	13412	02/25/2020	206.85
Total 41-4336-2292:							206.85
41-4336-2320	VEHICLE MAINTENANCE						
38907	MASTER PETROLEUM CO., INC		OIL FOR VEHICLES & EQUIPME	1007891	25421	01/30/2020	562.35
Total 41-4336-2320:							562.35
41-4336-2380	PLANT & INTAKE MAINTENANCE						
52880	UMB BANK		CORDS, MATERIALS, PARTS	020120	13412	02/25/2020	290.66
Total 41-4336-2380:							290.66
41-4336-2383	DISTRIBUTION MAINTENANCE						
24000	HACH CHEMICAL COMPANY		CHLORINE ANALYZER FOR CR	11828127	94506	02/06/2020	4,902.96
41-4336-2383	DISTRIBUTION MAINTENANCE						
52880	UMB BANK		CALIBRATE LOCATOR, ASSEMB	020120	13412	02/25/2020	1,000.57
41-4336-2383	DISTRIBUTION MAINTENANCE						
52920	UNCC		LINE LOCATES	220010277	94491	01/31/2020	21.61
Total 41-4336-2383:							5,925.14
41-4336-3360	PUBLIC EDUCATION						
38903	YOUTH WATER LEADERSHIP P		DONATION FOR YOUTH WATER	020120	94497	02/01/2020	1,000.00
Total 41-4336-3360:							1,000.00
41-4336-3410	UTILITIES						
35420	MOUNTAIN WASTE & RECYCLI		2 YD REAR LOAD WASTEWATE	0002156134	94489	02/01/2020	185.43
41-4336-3410	UTILITIES						
52880	UMB BANK		INTERNET	020120	13412	02/25/2020	100.84
Total 41-4336-3410:							286.27
41-4336-3560	SOFTWARE SERVICES						
10460	CASELLE INC		MONTHLY SOFTWARE SUPPOR	100136	13395	02/01/2020	470.00
Total 41-4336-3560:							470.00
41-4336-3571	MAPPING						
92483	ROARING FORK GEOSPATIAL L		GEOSPATIAL	0045	13390	01/31/2020	560.63
Total 41-4336-3571:							560.63
41-4336-3575	UTILITY BILL OUTSOURCING						
2080	ADVANCED INFO SYSTEMS		UB OUTSOURCING	14985	94499	12/06/2019	117.43

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41-4336-3575 UTILITY BILL OUTSOURCING							
2080	ADVANCED INFO SYSTEMS	UB	OUTSOURCING	14985	94499	12/06/2019	115.93
Total 41-4336-3575:							233.36
41-4336-3580 PERMIT AND LAB FEES							
47860	SNOWMASS WATER & SANITAT	BAC T	SAMPLES (7)	14532	94513	01/31/2020	245.00
41-4336-3580 PERMIT AND LAB FEES							
52880	UMB BANK		MEMBERSHIP	020120	13412	02/25/2020	257.13
Total 41-4336-3580:							502.13
41-4336-3810 TRAINING							
52880	UMB BANK		EXAMS, FEES	020120	13412	02/25/2020	225.50
Total 41-4336-3810:							225.50
41-4336-3982 TEMP SERVICES							
35460	MOUNTAIN TEMP SERVICES LL		TEMP LABOR FOR WATER LINE	516431	94507	02/06/2020	945.00
41-4336-3982 TEMP SERVICES							
35460	MOUNTAIN TEMP SERVICES LL		TEMP LABOR FOR WATER LINE	515463	94496	01/30/2020	438.75
41-4336-3982 TEMP SERVICES							
35460	MOUNTAIN TEMP SERVICES LL		TEMP LABOR FOR UTILITIES	516629	94515	02/25/2020	506.25
Total 41-4336-3982:							1,890.00
41-4336-5310 OFFICE EQUIPMENT RENTAL							
57780	XEROX CORPORATION		COPIER LEASE	99405067, 9	13396	02/01/2020	77.84
Total 41-4336-5310:							77.84
41-4336-9410 TOOLS AND EQUIPMENT							
52880	UMB BANK		TOOL BOXES, WRENCH	020120	13412	02/25/2020	168.16
Total 41-4336-9410:							168.16
41-4337-3570 DESIGN AND ENGINEERING							
43790	ROARING FORK ENGINEERING		RFWTP PLANT IMPROVEMENT	3646	94502	02/06/2020	6,079.50
Total 41-4337-3570:							6,079.50
41-4337-9342 METERS							
15900	DANA KEPNER COMPANY INC		MXU'S	1512898-00	94487	01/31/2020	1,219.03
Total 41-4337-9342:							1,219.03
41-4338-2320 VEHICLE MAINTENANCE							
52880	UMB BANK		EQUIPMENT	020120	13412	02/25/2020	726.60
Total 41-4338-2320:							726.60
51-4335-2100 POSTAGE							
53400	US POSTMASTER - AZ		UB POSTAGE	158794	94498	12/04/2019	1,000.00
Total 51-4335-2100:							1,000.00

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51-4335-3560	SOFTWARE SERVICES						
10460	CASELLE INC		SOFTWARE SUPPORT	100136	13395	02/01/2020	470.00
Total 51-4335-3560:							470.00
51-4335-3575	UTILITY BILL OUTSOURCING						
2080	ADVANCED INFO SYSTEMS		UB OUTSOURCING	14985	94499	12/06/2019	117.43
51-4335-3575	UTILITY BILL OUTSOURCING						
2080	ADVANCED INFO SYSTEMS		UB OUTSOURCING	14985	94499	12/06/2019	115.93
Total 51-4335-3575:							233.36
75-4500-1430	OTHER EXPENSE (INSURANCE)						
52880	UMB BANK		INSTRUCTOR INSURANCE	020120	13412	02/25/2020	115.00
Total 75-4500-1430:							115.00
75-4500-2100	PRINTING/POSTAGE						
52880	UMB BANK		TOWELS	020120	13412	02/25/2020	32.88
Total 75-4500-2100:							32.88
75-4500-2110	OFFICE SUPPLIES						
52880	UMB BANK		OFFICE SUPPLIES	020120	13412	02/25/2020	206.67
Total 75-4500-2110:							206.67
75-4500-2244	PROGRAM SUPPLIES						
52880	UMB BANK		EQUIPMENT, CARDS, BATTERIE	020120	13412	02/25/2020	205.95
Total 75-4500-2244:							205.95
75-4500-2290	GENERAL SUPPLIES						
52880	UMB BANK		SUPPLIES, TOASTER, EQUIPME	020120	13412	02/25/2020	246.86
75-4500-2290	GENERAL SUPPLIES						
56350	WESTERN PAPER DISTRIBUTO		REC CUSTODIAL SUPPLIES INV	3624801	101906	02/14/2020	289.28
Total 75-4500-2290:							536.14
75-4500-3210	PRINTING EXPENSE						
52880	UMB BANK		SUBSCRIPTION	020120	13412	02/25/2020	39.00
Total 75-4500-3210:							39.00
75-4500-3300	DUES AND MEMBERSHIPS						
14940	CPRA		AGENCY MEMBERSHIP RENEW	020120	101907	02/01/2020	299.50
Total 75-4500-3300:							299.50
75-4500-3310	ADVERTISING						
76106	SUAREZ, DULCE ANDREA		TRANSLATION FACILITY SCHE	021020	101910	02/10/2020	150.00
Total 75-4500-3310:							150.00
75-4500-3311	RECRUITING EXPENSES						
18940	EMPLOYERS COUNCIL SERVIC		BACKGROUND CHECKS - REC	0000329235	13393	01/27/2020	20.00

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Total 75-4500-3311:							20.00
75-4500-3530 EQUIP MAINTENANCE & REPAIR							
52880	UMB BANK		EQUIPMENT, PARTS	020120	13412	02/25/2020	42.66
Total 75-4500-3530:							42.66
75-4500-3560 SOFTWARE SERVICES							
52880	UMB BANK		CLOUD ADOBE MEMBERSHIP	020120	13412	02/25/2020	399.95
Total 75-4500-3560:							399.95
75-4500-3630 COMPUTER MAINT AND REPAIR							
41000	PROGUARD PROTECTION SVC		INSTALLED SECURITY CAMERA	10063466	101908	02/23/2020	61.95
Total 75-4500-3630:							61.95
75-4500-3660 BLDG MAINTENANCE & GROUNDS							
38907	FIBRENEW WESTERN SLOPE		REPAIR WORK ON MATS IN BA	1668	101913	02/18/2020	225.00
75-4500-3660 BLDG MAINTENANCE & GROUNDS							
35360	MOUNTAIN PEST CONTROL INC		MICE CONTROL REC CENTER I	1110733	101909	02/12/2020	65.00
75-4500-3660 BLDG MAINTENANCE & GROUNDS							
52880	UMB BANK		SUPPLIES, PARTS	020120	13412	02/25/2020	31.33
Total 75-4500-3660:							321.33
75-4500-3700 TRAINING & TRAVEL							
52880	UMB BANK		CONFERENCE FEES	020120	13412	02/25/2020	75.00
Total 75-4500-3700:							75.00
75-4500-3980 CONTRACT LABOR							
76375	HODDER, RICHARD		TAEKWONDO INSTRUCTION	021920	101914	02/19/2020	648.00
75-4500-3980 CONTRACT LABOR							
76106	SUAREZ, DULCE ANDREA		TRANSLATION CLIMBING WAIV	021020	101910	02/10/2020	120.00
Total 75-4500-3980:							768.00
75-4500-9410 REC FACILITIES/EQUIPMENT							
52880	UMB BANK		LOBBY FURNITURE REPLACEM	020120	13412	02/25/2020	711.00
Total 75-4500-9410:							711.00
75-4512-9360 POOL EQUIPMENT							
52880	UMB BANK		AED TRAINER, LIFE JACKETS	020120	13412	02/25/2020	544.22
Total 75-4512-9360:							544.22
75-4800-9360 PARK IMPROVEMENTS							
55020	WAGNER RENTS		EQUIPMENT FOR PLAYGROUN	P6472001, P	101911	08/28/2019	1,276.15
Total 75-4800-9360:							1,276.15
75-4800-9365 PARK & REC FACILITIES							
16820	DESIGN WORKSHOP INC		AQUATICS FACILITY MASTER P	0063591	101912	02/05/2020	8,909.78

**MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
FEBRUARY 11, 2020**

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on February 11, 2020, at 6:00 p.m. in the Town Hall meeting room.

STUDENT OF THE MONTH

Students from 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 Richardson:

Noah Chittendon

Ella Cramer

ROLL CALL:

The following members were present for roll call:

Mayor
Trustees

Dan Richardson
Marty Silverstein
Erica Sparhawk
Lani Kitching
Heather Henry
Marty Silverstein

Arrived After Roll Call

Ben Bohmfalk

Student Trustees

Diego Valdez
Grace Jardine

Staff Present:

Town Manager
Town Clerk
Town Attorney
Planning Director
Public Works Director

Jay Harrington
Cathy Derby
Mark Hamilton
Janet Buck
Kevin Schorzman

CONSENT AGENDA

- Accounts Payable totaling \$212,030.43
- BOT1/28/2020 Regular Meeting Minutes
- On-Call Electrical Services Contracts
- Recommendation for Appointment – Environmental Board

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

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

Trustee Bohmfalk arrived at the meeting.

PERSONS PRESENT NOT ON THE AGENDA

Michael Adams, Sopris Avenue, asked the Board if he pays for his water and sewer and not his trash will the Town shut off his water. Mayor Richardson stated that it is not a policy question, he should talk to Kevin Schorzman. Michael said the Town should have an opt-out provision for trash service.

TRUSTEE COMMENTS

Trustee Silverstein congratulated Mayor Richardson and Ascendigo for being named Carbondale non-profit of the year. Trustee Silverstein stated that he attended the Senior Matters meeting; they are looking to expand and provide more services. Trustee Silverstein stated that on February 13, 2020, at 7:00 pm the Sopris Sun will be having their annual fundraiser at the Crystal Theater.

Trustee Kitching stated that the Colorado River District is in the process of putting a mill levy increase question on the November ballot. The District deferred to the Library District last year. The increase is a necessary measure to protect our water supply. Trustee Kitching attended the Forest Service open house. The new building looks like a new Rocky Mountain Institute, only smaller. Trustee Kitching stated a constituent is requesting the Board: allow letters to the Board of Trustees to be included in the meeting packets; allow comments for persons not on the agenda to occur during work sessions, require non-profits asking for funding to disclose the salary of their executive director; request the police department publish a fine schedule for the more common traffic offenses; and rename the Delaney Nature Park to include the word "dog."

Jay noted that the Forest Service building design is an evolving process. The building is being designed around the Christmas tree.

Trustee Silverstein thanked Kevin and public works for the great job they have done with snow removal. Jay stated that public works has worked nine straight days.

Mayor Richardson took a poll of who will be gone during spring break. Mark will be gone and Jay may be gone, everyone else will be present. Mayor Richardson stated that Stepping Stone has launched a fundraising campaign. Mayor Richardson informed the Board that he met with a Glenwood Springs recovery/detoxification facility about expanding to include a resource center. The facility would be open 24 hours/7 days a week. There is the possibility that they may partner with Mind Springs Health. Mayor Richardson asked the Board if they approve of the Jose Miranda Mobile Dairy statement – they do.

Trustee Bohmfalk informed the Board that he attended the Coventure Board meeting. They are making good process towards meeting their goals. The rent revenues are increasing. The co-working space is not successful at this time but the membership model is working. They are expanding programing and they are working on creating a Latino Chamber of Commerce. Thursday is their one year anniversary party from 4:30 – 7:00 p.m. Trustee Bohmfalk stated that he attended the Bike/Pedestrian/Trail meeting. They are continuing to refine their goals and they are calendaring month by month. They are looking at the Bike Friendly Cities goals as well.

Trustee Sparhawk stated the Colorado Communities for Climate Action has the opportunity to testify on the following issues: home energy, prohibiting restaurants from using polystyrene containers, energy storage and utilities next week. She asked the Board if anyone would like to testify.

Trustee Yllanes stated that he will sign the letter provided by Mountain Pact opposing BLM Acting Director William Perry Pendley. He encouraged everyone to sign the letter.

ATTORNEY'S COMMENTS

The attorney did not have any comments.

SPECIAL EVENT LIQUOR LICENSE – DUCKS UNLIMITED

Ducks Unlimited has applied for a Special Event Liquor License for an event to be held at the Orchard. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Sparhawk made a motion to approve Ducks Unlimited's Special Event Liquor License. Trustee Kitching seconded the motion and it passed with:

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

SPECIAL EVENT LIQUOR LICENSE – COVENTURE

Staff informed the Board that Coventure has requested that their Special Event Liquor License application be pulled from the agenda.

SPECIAL EVENT LIQUOR LICENSE – CARBONDALE ARTS

Carbondale Arts has applied for a Special Event Liquor License for an event to be held at the Recreation Center. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Sparhawk made a motion to approve Ducks Unlimited's Special Event Liquor License. Trustee Kitching seconded the motion and it passed with:

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

8TH STREET MULTI-MODAL AND TRAFFIC CALMING STUDY CONTRACT

Kevin stated that In December staff posted a Request for Proposals (RFP) for potential traffic calming and multi-modal improvements on 8th Street. Four proposals were received. The RFP's were reviewed by staff and a representative from the Bike/Pedestrian/Trails Commission. Although all four companies are capable of performing the work everyone agreed that Alta's proposal contained distinguishing characteristics:

- The detail of their overall project understanding and associated tasks
- The detail of their public engagement
- The company's and project team's specialization in multi-modal transportation
- Their final deliverables for the project are proposed to be taken to a greater level of detail

Discussion ensued.

Trustee Henry asked if staff conducted interviews and checked references. Kevin answered that references were checked and they talked to a few of the companies for clarification on their proposals.

Trustee Bohmfalk asked if we will have the opportunity to scale back the project. He feels that the corridor is not that complex and that \$30,000 is a lot of money to spend on public engagement. Kevin responded that it is a very important traffic corridor and we should seek feedback from the entire community. Kevin feels the outreach should be robust so people aren't left out. Trustee Bohmfalk stated that he wants to make sure the Town has the money to make the improvements.

Trustee Silverstein stated that yes, \$30,000 is a lot to spend on public outreach but traffic will only increase.

Kevin noted that the engineers are Spanish speaking and they have the ability to understand what they are trying to convey.

Mayor Richardson asked Trustee Henry, who lives on 8th Street, if she is comfortable with the proposal. She responded yes, it is very clear that they have done this before. The outreach in this phase is important because it will set the stage for people to be on board. She believes they will have creative ideas. Trustee Henry offered to help with the outreach.

Mayor Richardson stated that public outreach is the bulk of the project and he is comfortable with the proposal.

Kevin stated that the project will not exceed \$67,910.

Trustee Silverstein made a motion to approve and authorize the Mayor to sign the attached agreement with Alta Planning + Design for work on the 8th Street Traffic Calming and Multi-Modal Improvements Study. Trustee Henry seconded the motion and it passed with:

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

ORDINANCE NO. 2, SERIES OF 2020 – 1201 MAIN STREET AND DEVELOPMENT IMPROVEMENT AGREEMENT (DIA)

Janet explained that in December, 2019, the Board approved the 1201 Main Street application and directed staff to prepare approval documents for the Board's consideration.

Janet noted that there are two engineer's cost estimates included in the DIA. One is the required infrastructure improvements for the 1201 Main Street Project. The second is for a necessary upgrade to the Town's sewer main system. Once the work is complete the Town will reimburse the developer. The estimate of the work is \$254,072.50 and the funds are included in the 2020 budget.

Discussion ensued.

Trustee Kitching asked if the sewer improvement costs are stipulated in the DIA; Janet responded yes they are.

Trustee Henry stated that at the last meeting the Trustees discussed the conflicts with the engineering plans and ADA accessibility and she want to make sure that Janet is comfortable with the DIA and that the conflicts have been resolved; they have.

Trustee Bohmfalk stated that he doesn't see in the site plan where it identifies the 5 foot sidewalk on the east side of the property and he wants assurance that it will be included. Janet responded that the exhibits are a work in progress but they will include the 5 foot sidewalk on the east side.

The developer's attorney Ben Genshaft inquired about the title insurance – the ordinance states that the Town is allowed to review the title commitment. He would like language added that both parties will cooperate to resolve rejections to the title if there are any issues with the title work. Mark explained that the reason this clause is included in the ordinance is because the developer does not have a plat or easements and if they get deferred there will be risks to both sides until we have title work. The Board assured Ben that the Town will cooperate to resolve any issues (should they arise) with the title work.

Trustee Sparhawk made a motion to approve Ordinance No. 2, Series of 2020 with the updated exhibits depicting a 5 foot sidewalk on the east side of the property, and the 1201 Main Street Development Improvements Agreement. Trustee Yllanes seconded the motion and it passed with:

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

MEMORANDUM OF UNDERSTANDING – MULIT-JURISDICTIONAL HOUSING

Trustee Henry explained that several communities have come together to form an affordable housing coalition. They are asking the communities that sign on to contribute funds so they can hire someone to help them move the coalition forward. They will be asking Carbondale to sign the final version.

Trustee Bohmfalk asked how do the up valley jurisdictions feel about the coalition? Trustee Henry responded that they have put in tons of effort because the housing study confirmed that there is no quick solution and affordable housing projects need collaboration.

Trustee Henry made a motion supporting the concept of a Memorandum of Understanding. The Board recommends that a TABOR clause be added and necessary legal clauses be included in the document. Trustee Sparhawk seconded the motion and it passed with:

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



**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

Board of Trustees Agenda Memorandum

Meeting Date: February 25th, 2020

TITLE: GCFMLD Gianinetti Park Playground Improvements and Renovation Mini-Grant Resolution No. 5, Series of 2020

SUBMITTING: Parks & Recreation Department

ATTACHMENT: Resolution No.5 Series of 2020

Background:

Town staff is submitting a Spring 2020 Garfield County Federal Mineral Lease District (GCFMLD) mini-grant application for the Town of Carbondale Public Park playground improvements and renovation project in Gianinetti Park. The project will replace a dilapidated and irreparable playground element, a metal arch climber that is bent, with a spinning element that is ADA compatible. The project will also renovate and repair the existing ADA playground elements and shade structure. The main playground structure and swing set are both in great shape structurally, so a replacement of the sun damaged plastic slide elements, a new color scheme paint job, and an addition of a partner swing will complete the playground enhancements.

Discussion:

This project is in alignment with the 2015 Parks, Recreation & Trails Master Plan which stated the following in recommendation #5, "Maintain existing amenities by focusing on enhancing existing parks before spearheading expansion to new locations." The existing playground has seen wind damage to the shade structure and some of the original play elements have been damaged beyond repair. Within the GCFMLD grant application a Resolution is required from the Town governing body indicating their support for the grant submittal.

Fiscal Financial Implications:

The estimated total project cost is \$25,000 and will potentially be funded through the GCFMLD mini-grant. A local Town of Carbondale match is not required for the mini-grant program.

Recommendation:

Adoption of Resolution No.5, Series of 2020 supporting town submittal of a GCFMLD mini-grant application.

Prepared By: Eric Brendlinger, Parks & Recreation Director

Jay Harrington
Town Manager

**RESOLUTION NO. 5
SERIES OF 2020**

**RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR IMPROVEMENTS
AND RENOVATIONS TO TOWN OF CARBONDALE GIANINETTI PARK PLAYGROUND.**

WHEREAS: The Town of Carbondale is a political subdivision of the State of Colorado, and therefore an eligible applicant for the grant awarded by the Garfield County Federal Mineral Lease District (“GCFMLD”); and

WHEREAS: The Town of Carbondale has submitted a mini-grant application for public park playground improvements and renovation project to the following municipal park lands: Gianinetti Park, requesting a total award of \$25,000.00 from GCFMLD ; and

WHEREAS: The Town of Carbondale supports the Gianinetti Park Playground improvement and renovation project if a grant is awarded by the GCFMLD.

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

1. The above recitals are hereby incorporated as findings by the Board of Trustees of the Town of Carbondale.
2. The Board of Trustees of the Town of Carbondale strongly supports the Grant Application submitted by the Town of Carbondale for a grant with Garfield County Federal Mineral Lease District.
3. If the grant is awarded, the Board of Trustees of the Town of Carbondale strongly supports the Gianinetti Park Playground improvement and renovation project.
4. The Board of Trustees of the Town of Carbondale authorizes the expenditure of any funds necessary to meet the terms and obligations of a grant awarded pursuant to a Grant Agreement with the GCFMLD.
5. The project sites are owned by the Town of Carbondale and will be owned by the Town of Carbondale for the next 25 years. The Board of Trustees of the Town of Carbondale will continue to maintain the municipal park lands in a high quality condition and will appropriate needed funds for maintenance annually.
6. If a grant is awarded, the Board of Trustees of the Town of Carbondale hereby authorizes the Mayor to sign a Grant Agreement with the GCFMLD.

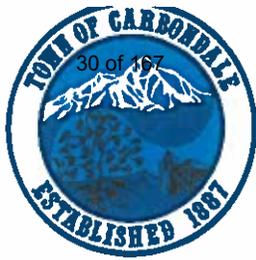
The effective date of this Resolution is the date passed and approved below.

PASSED AND APPROVED ON: _____

APPROVED BY: _____
Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk



**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

Board of Trustees Agenda Memorandum

Item No: 2E
Attachment: E

Meeting Date: February 25, 2020

TITLE: Authorization of Fishing is Fun Grant Application

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Draft Fishing is Fun Grant Application

BACKGROUND:

The Town of Carbondale in partnership with Roaring Fork Conservancy, Aspen Valley Land Trust, American Rivers, Colorado Parks & Wildlife, Public Counsel of the Rockies, and Trout Unlimited have been engaged in the planning process for restoring a 0.5-mile long reach of the Crystal River along the town-owned Riverfront Park.

Riverfront Park lies between the Carbondale Fish Hatchery and Crystal Bridge Drive. This reach of the river was identified by the 2016 Crystal River Management Plan as being severely to unsustainably impaired. This project aims to restore ecological integrity, improve channel stability, create a low-maintenance Weaver Ditch diversion structure, and enhance the passive user experience of the adjacent wildland park.

In October 2019, the consultant team completed 60% designs and an initial cost opinion for the project.

DISCUSSION:

The Roaring Fork Conservancy has been assisting the Town in writing grant applications for the project. The Fishing is Fun Program has been identified as one potential funding opportunity. The attached application is for \$30,000 to assist in funding the construction of the outdoor classroom. Colorado Division of Parks and Wildlife staff is reviewing the application and may recommend modest changes. The grant application deadline is February 28th.

RECOMMENDATION:

Town Staff recommends that the Board of Trustees authorize the Town Manager to sign the Fishing is Fun Grant Application for the Crystal River Project after a final review by the CDW staff.

Prepared By: Jay Harrington

 JH
Town Manager



FISHING IS FUN APPLICATION FORM

1. Application Form
2. Signature Page

The following application form is available on the Fishing Is Fun website at
<https://cpw.state.co.us/aboutus/Pages/FishingIsFunProgram.aspx>

An electronic version can be obtained by contacting the Fishing Is Fun Program
Coordinator at jim.guthrie@state.co.us



FISHING IS FUN APPLICATION FORM

PLEASE USE THIS FORM AND FILL IN ALL SECTIONS!

PROJECT SPONSOR
Name: Town of Carbondale
Type of Business: Municipality/Government
Mailing Address: 511 Colorado Ave. Carbondale, CO 81623
Project Contact(s) & Title: Jay Harrington, Town Manager Mark O'Meara, Utilities Director
Phone/Email: 970-963-2733 jharrington@carbondaleco.net momeara@carbondaleco.net
FISHERY
Type: Crystal River
Acres of Water/Miles of Stream Benefited: 0.5 miles
Type of Access: Walk/Wade, Float
PROJECT COSTS
Amount of Fishing Is Fun funding requested: \$30,000
Amount of project sponsor match: Cash = In-kind = TOTAL =
PROJECT DESCRIPTION
Name: Crystal River Restoration Project at Riverfront Park
Purpose and Need: Riverfront Park lies between the Carbondale Fish Hatchery and Crystal Bridge Drive. This reach of the Crystal River was identified by the 2016 Crystal River Management Plan as been severely to unsustainably impaired (http://www.roaringfork.org/media/1352/crmp_noappendix_bleeds.pdf). This project aims to restore ecological integrity, improve channel stability, create a low-maintenance Weaver Ditch diversion structure, and enhance the passive user experience of the adjacent wildland park.

Objective(s):

- 1) Restore the ecological integrity of the riparian zone through streambank stabilization, reconnection of the floodplain, and replace invasive weed communities and plant monocultures with healthy and diverse riparian plant regimes, while preserving healthy bird and wildlife habitat.
- 2) Develop a long term, self-sustaining solution to improve river channel stability, fish habitat and spawning areas by promoting conditions that support and enhance instream biotic structure and diversity.
- 3) Create a self-sustaining diversion and head gate structure for the Weaver Ditch to function as part of the river system while improving the water delivery for the Town of Carbondale and remaining consistent with future ditch improvements and efficiencies
- 4) Enhance passive user experiences of Riverfront Park through accessible ramps, interpretive signs, trails, gathering spaces, and educational programs.

Approach (Work Plan):**Planning and Design:**

Conceptual and preliminary designs were developed through an extensive series of stakeholder meetings and site visits with various public and private agencies and organizations. The preferred alternative presented as part of this application was review and selected by the Stakeholder group, which includes the Town of Carbondale, Roaring Fork Conservancy, Aspen Valley Land Trust, American Rivers, and Colorado Parks and Wildlife.

The project completed the preliminary (60%) planning and design stage in October 2019. The Town of Carbondale has starting the fundraising process for construction. Permit approval from US Army Corps of Engineers is anticipated for late summer 2020 and construction bidding is scheduled to take place in early 2021 (dependent on fundraising).

Construction:

The Crystal River Restoration Project has numerous project elements to achieve the project's objectives. These improvements include:

- Instream work is focused on the lower 1600 feet of the river channel through the project reach. This stretch includes the Weaver Ditch diversion structure, which will be modified to reduce in-channel maintenance needs and improve channel stability issues associated with semi-annual push up dam construction. Below the diversion the thalweg will be re-established to provide low connectivity for fish. Re-establishing a thalweg and reducing an annual occurrence of channel bed and bank de-stabilization will return the river to a more natural state with a deeper low flow channel and adjacent gravel bar. Habitat boulders will be placed in the channel and along the banks to create more structure and variability. More healthy sections of the Crystal River upstream and downstream of the project reach were used as a reference. *(this portion of the Project is not funded by this request)*
- Approximately 900 feet of stream bank will be restored, primarily through regrading and planting. Specific sections will be rebuilt with boulder steps to create access points for anglers and other river users. The access points will be connected with an interpretive/education focused trail system. *(this portion of the Project is not funded by this request)*
- Riparian improvements will focus on removing invasive species while retaining vegetation in functional habitat areas. The project team has worked with the Roaring Fork Audubon Society to develop a riparian restoration plan that provided nesting and habitat for the various bird species that visit or reside in Riverfront Park. *(this portion of the Project is not funded by this request)*
- The project will make improvements for accessibility to Riverfront Park, allowing visitors of every ability to access the Crystal River. The improvement will make Riverfront Park the only

accessible Crystal River frontage within the Town of Carbondale. The accessible ramp off of Crystal Bridge Drive will lead to a rustic gathering area with direct access to the Crystal River. This area is intended to also serve as a outdoor classroom for the five nearby schools, helping to create the community's future river stewards. **(this portion of the Project IS funded by this request.)**

Expected Results & Benefits:

Riverfront park improvements will increase riparian vegetation, with benefits of shading, bank stabilization and beneficial biotic material added to the stream. Dedicated angler access points will allow anglers to fish while maintaining adjacent restored riparian areas. The classroom and accessible ramp will allow community and school groups the opportunity to access the river and interpretive trails.

Upon completion, the Weaver Ditch diversion structure will function as a stable part of the stream, requiring less in-channel maintenance. The project will add a maintenance access point, so when work is needed, access is right at the head gate, rather than driving an excavator nearly a half mile up the streambed at low water. The channel downstream of the diversion is currently flat and over-widened due to increased sediment loading. During low flow periods this section becomes a barrier for fish passage. The project improvements will reduce several local sediment sources and re-establish a thalweg, providing connectivity at lower flow. The in-channel improvements will also include several small fish habitat structures.

Bank improvements will increase bank stability, reduce bank heights, and re-establish riparian vegetation. These changes will provide shade and in-stream structure for fish.

See the included drawings for a better picture of the proposed improvements.

Project Budget: \$109,838.29 (Accessible Ramp and Outdoor Classroom)

Work Item	Work Activity	Unit of Measurement	Quantity	Cost Unit	Total Cost	Local Share	Federal Share
1	Concrete Path	SF	1,137	\$ 13.80	\$ 15,690.60		
2	In-Channel Boulder	TON	39	\$ 149.50	\$ 5,873.69		
3	Timber Walls	LF	210	\$ 57.50	\$ 12,075.00		
4	Concrete Stairs	LF	35	\$ 41.40	\$ 1,449.00		
5	Steel Handrail	LS	1	\$ 3,450.00	\$ 3,450.00		
6	Beam-stone Walls	LF	300	\$ 218.50	\$ 65,550.00		
7	Boulder Seats	EA	10	\$ 575.00	\$ 5,750.00		

BREAKDOWN OF LOCAL SHARE

(Attach work sheet using format provided)

PROPOSED WORK SCHEDULE
Design and Permitting – Spring through Fall 2020 Fundraising – Spring 2020 through Spring 2021 Bid and Construction – Summer through Fall 2021
ANGLER/MOTOR BOAT USE
Present Angler Use: 2/day during peak season (June-Sept)
Estimated Angler Use after Project Completion:
Present Motor Boat Use: None
Estimated Motor Boat Use after Project Completion: None
Present Handicapped Angler Use: None
Estimated Handicapped Angler after Project Completion:
ENGINEERING
Name: RiverRestoration.org, LLC – consulting engineering firm based out of Carbondale, Colorado. Jason Carey, PE – Principal Engineer and Managing Member
Qualifications: River Engineering Firm with over 90 completed stream and river projects. The firm consists of 7 staff members (4 registered Professional Engineers) with a combined 75 years of experience working in rivers of the mountain west.
MAINTENANCE (Responsible Party)
Name: Town of Carbondale Jay Harrington, Town Manager
Contact Information: 970-963-2733 jharrington@carbondaleco.net
PROJECT SITE
Location of Project: Carbondale, CO Crystal River 39.3847° North, 107.2068° West
Property Owner: Town of Carbondale
Legal Instrument:
MAIN CDOW CONTACT(S)
Name, title, phone number (e.g., District Wildlife Manager, Aquatic Biologist):

- 1) Kendall Bakich, Aquatic Biologist
P. 970.947.2924

- 2) John Groves, District Wildlife Manager
970.947.2924

Attachments:

Site map

Location Map

Breakdown of Local Costs



SIGNATURE PAGE

Project Name:

Project Sponsor (name, title):

Date

District Wildlife Manager and/or Area Fishery Biologist:

Date

Regional Manager / Senior Fishery Biologist:

Date

Region Comments:

Regional FIF Coordinator:

Rank:

THE COLORADO DIVISION OF WILDLIFE RECEIVES FEDERAL FUNDS FROM THE U.S. FISH AND WILDLIFE SERVICE PURSUANT TO THE WILDLIFE RESTORATION ACT AND THE SPORT FISH RESTORATION ACT. UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, THE U.S. DEPARTMENT OF THE INTERIOR PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN. ANY PERSON WHO BELIEVES HE OR SHE HAS BEEN DISCRIMINATED AGAINST IN ANY PROGRAM, ACTIVITY, OR FACILITY OPERATED BY A RECIPIENT OF FEDERAL ASSISTANCE SHOULD WRITE TO:

**Chief, Office for Human Resources
U.S. Department of the Interior
Fish and Wildlife Service
Washington, D.C. 20240**



TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Item No: Consent Agenda

Meeting Date: February 25th, 2020

TITLE: Alternate and full member transfer by the BOT for Parks & Recreation Commission.

SUBMITTING: Parks & Recreation Department

ATTACHMENT: Application for appointment to the Parks & Recreation Commission

PURPOSE: A transfer of Kathleen Wanatowicz, to the full member position vacated by Tracy Wilson, who is interested in maintaining her involvement with the Commission as an alternate position.

BACKGROUND: Kathleen has served on the Parks & Recreation Commission previously and has an interest to return to this volunteer position due to the progress on the pool project. Tracy Wilson, has served on the Commission since 2007 and is interested in the alternate position due to work load and new family obligations.

RECOMMENDATION: These are dedicated Parks & Recreation Commissioner members and have institutional knowledge and interest in continuing their volunteer work with this commission.

Prepared By: Eric Brendlinger, Recreation Center Manager

JH
Town Manager



TOWN OF CARBONADE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Item No: Consent Agenda

Meeting Date: February 25, 2020

TITLE: Lassiter Electric, Inc. proposal and contract documents to conduct Phase 2 of the electrical service work at the Gateway RV Park 50 amp Project.

SUBMITTING: Parks & Recreation Department

ATTACHMENTS: Lassiter Electric, Inc. proposal and contract

PURPOSE: Capital Improvement Project utilizing revenue from the Gateway RV Park in a phased 30 amp to 50 amp conversion project for the site pedestals.

BACKGROUND: Many RV's require a 50 amp service and it has become the standard offering at other rv parks.

RECOMMENDATION: This is the phase 2 of the project which will include electrical gear for the individual rv site pedestals, pulling of the wire and final connections and testing for sites 9-14 and host site 20.

Prepared By: Eric Brendlinger, Parks & Recreation Director

JH
Town Manager

CONSTRUCTION CONTRACT

(Guaranteed Fixed Price)

THIS AGREEMENT is made this ___ day of _____, 2020, between the Town of Carbondale, Colorado, a Colorado home rule municipal corporation ("Town") and Lassiter Electric, Inc., a Colorado corporation ("Contractor").

Recitals

WHEREAS, the Town desires to construct the Phase 2 of the 50-amp electrical construction project at the Gateway RV Park at 640 County Road 106 (the "Work"); and

WHEREAS, Contractor has submitted a fixed price unit bid to the Town in the amount of \$32,790.70 to perform Phase 2 of the Work in 2020 (see Addendum A, which is incorporated herein by reference); and

WHEREAS, the Town desires to accept this bid by Contractor and to authorize Contractor to proceed with this Work subject to the terms and conditions of this Agreement.

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

1. **Work & Compensation.** The Contractor shall perform the Work for a fixed price of \$32,790.70 ("Contractor's Compensation"). The Town may terminate this Agreement should the total price materially exceed this sum unless the Town, in its discretion, determines to appropriate additional funds toward this project in 2020.

2. **Payment.** In consideration for Contractor's performance of the Work pursuant to the plans and specifications, and subject to satisfaction of the Town and acceptance of the same by the Town, Contractor's Compensation shall be payable to Contractor in monthly installments for Work completed, based on Applications for Payment submitted by Contractor and approved by the Town. Town shall make final payment for the Work to Contractor no later than thirty (30) days after the submission of an Application for Payment by Contractor if the Work is completed and accepted by the Town. It shall be a condition precedent to the payment of Contractor that Contractor submit waivers and assignments of liens and such other documents, papers and statements as may be requested by and all in a form reasonably acceptable to Town. Applications for Payment may include the cost of materials or equipment not yet incorporated in the Work but delivered and properly stored at the project site. Title to all equipment and materials shall pass to Town upon payment therefor or incorporation in the Work, whichever shall first occur, and Contractor shall prepare and execute all documents necessary to effect and perfect such transfer of title. Town may make checks for full and final payment, or for any progress payment, payable jointly to Contractor and any of its subcontractors, material suppliers, laborers or equipment suppliers, and the amount so paid will apply to the Contractor's Compensation.

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

4. **Independent Contractor Status.** Contractor shall perform all services and procure all materials as an independent contractor, retaining all materials as an independent contractor, retaining complete control over Contractor's personnel, any subcontractors and operations.

5. **Immigration Compliance.** The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Contractor has verified or attempted to verify through participation in the Basic Pilot Program that the Contractor does not employ any illegal aliens. (For the purpose of this paragraph, "Basic Pilot Program" is defined to mean the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security). If the Contractor is not accepted into the Basic Pilot Program prior to executing this contract, the Contractor shall apply to participate in the Basic Pilot Program every three months until the contractor is accepted or this contract has been completed, whichever is earlier. The Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. This paragraph shall not be effective if the Basic Pilot Program is discontinued.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the contractor shall notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(2).

7. **Contractor's Obligations.** All work performed by the Contractor shall be performed in a workmanlike manner, pursuant to industry standards and all applicable Carbondale Municipal Code provisions, and subject to Town's satisfaction and approval. The Contractor shall clean up

all debris generated by its work and shall keep mud from the street and near the site. Contractor shall also perform as follows:

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

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

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

d. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to (a) all employees on the Work and other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated herein, and (c) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. Where consideration of labor, equipment or safety is involved, Contractor is solely responsible for all decisions and Town shall

not incur any liability as a result of Contractor's decisions.

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

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

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

8. **INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ALL OTHER OWNERS OF LAND UPON WHICH THE WORK WILL OCCUR, AND THEIR RESPECTIVE AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES, DEVISEES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE WORK, INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONTRACTOR OR ITS SUBCONTRACTORS TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OR NEGLIGENCE OR MISCONDUCT OF CONTRACTOR OR CONTRACTOR'S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS.

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

a. Workers' Compensation complying with the laws of the State of Colorado and Employer's Liability Insurance in an amount not less than \$1,000,000.00, as well as any similar coverage required for this work by applicable federal or state law.

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

c. Commercial General Liability Insurance with an installation floater in an amount not less than \$1,000,000 per occurrence, specifically insuring Contractor's indemnification obligation under this Agreement.

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

10. **Subcontractors.** The subcontracting of any of the Work shall not relieve Contractor of any of its liabilities or responsibilities under the Contract Documents. Contractor shall make prompt payment to its subcontractors for Work performed and/or materials supplied. Any retainage on payments due subcontractors shall be made only after Contractor consults with the Town and obtains the Town's prior written consent and approval.

11. **Timing.** Time is of the essence in this Agreement. Contractor shall expedite the Work and achieve completion within the time set forth in the Schedule, if any. Unless otherwise agreed in writing, all Work shall be completed in a timely manner and no later than April 15th, 2020

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

13. **Lien Waivers.** At the time of final payment for the work performed and the equipment and materials supplied pursuant to this agreement, the Contractor shall deliver to the Town a final lien waiver. Final payment shall be made only after the Agreement has been fully performed by the Contractor and the Town has accepted the work.

14. **Change Orders.** The Town may order changes in the Work consisting of additions, deletions or modifications, the Contractor's Compensation and time for completion being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Town. The Contractor's Compensation and time for completion may be changed only by Change Order. Cost or credit to the Town from a change in the Work shall be determined by mutual agreement. No aspect of the Contract Documents provided after the date of this Agreement shall be deemed a change in the Work, unless the particular Contract Document represents a change in the scope of Work (including detail) which was not and could not have been reasonably inferred or anticipated by Contractor, as an experienced and prudent contractor.

15. **Breach Waivers.** In the event that either party hereto waives a breach of this agreement by the other party, such waiver shall not be deemed to be or be construed a waiver of any subsequent breach of the terms hereof.

16. **Defective Work/Corrections/Warranties.** Contractor shall promptly correct any Work found to be defective or as failing to conform to the Contract Documents within two years from the date of completion of the entire Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required under the Contract Documents. Contractor also guarantees all equipment, material, supplies, and work furnished on the job against defects for one year from final completion of the Work and guarantees that the Work shall be done in accordance with the Contract Documents. Contractor agrees, at its sole cost, to make all repairs and correct such defects under the warranty. Failure to correct such defects within the required time shall constitute a breach of this Agreement. Contractor expressly agrees that all warranties made by Contractor in this Agreement shall survive the termination of this Agreement and completion of the Work.

17. **Termination.**

a. If Contractor does not fully comply with the terms of this Agreement or the other Contract Documents, then the Town may, without prejudice to any other right or remedy and after giving Contractor seven (7) days prior written notice and opportunity to cure the breach, terminate the services of Contractor. The Contractor will have no responsibility for work performed by the Town's Public Works employees.

b. The Town may also, at any time, terminate for its own convenience any part of the Work or all remaining Work for any reason whatsoever by giving written notice to Contractor specifying the part of Work to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated. If any part of the Work is so terminated, Contractor shall be entitled to payment for actual costs directly related to Work thereafter performed by Contractor in terminating such Work including cancellation charges of subcontractors and material suppliers, provided such Work is authorized by Town. In

case of such termination, the Town will issue a Change Order making any required adjustment to the scheduled date of completion and/or the Contractor's Compensation for the Work.

c. In the event of termination, the Town may offset against any sum due Contractor under the Contract Documents the amount of any obligations of Contractor to the Town, whether or not arising out of this Agreement.

18. **Dispute Resolution.** This agreement shall be construed, interpreted and governed by the laws of the State of Colorado. In the event that legal proceedings are instituted by either of the parties for enforcement of this agreement, such proceedings shall be brought in the Garfield County District Court. The prevailing party in any such dispute shall be entitled to an award of reasonable attorneys' fees and costs, including expert witness fees.

19. **Binding Effect/Assignment.** This Agreement shall be binding upon the parties hereto, their partners, successors and assigns. This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties and may be altered, amended or repealed only by duly executed written agreement. Neither party will assign the Agreement without the written consent of the other. Contractor will not be relieved of any of the responsibilities of this Agreement by assigning or subcontracting the work or any portion thereof.

20. **Town Budgeting/TABOR Compliance.** The Town has appropriated funds out of its 2020 budget in the amount of Contractor's Compensation. Nothing in this Agreement shall be construed as a multi-year budgetary obligation, and any financial liability of the Town after 2020 shall be contingent upon future appropriations by the Town pursuant to the local government budgeting laws applicable within the State of Colorado.

21. **Governmental Immunity.** Nothing herein shall be interpreted as a waiver of governmental immunity, as to which the Town would otherwise be entitled under C.R.S. Section 24-10-101 et seq., as amended.

22. **Entire Agreement.** This Agreement shall be binding upon the parties hereto, their successors and assigns. This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties and may be altered, amended or repealed only by duly executed written agreement.

23. **Negotiation and Drafting of Agreement.** This parties agree and acknowledge that both parties have participated in the negotiation and drafting of this Agreement and that no presumption shall exist in favor of either party hereto. This Agreement shall not be construed against either party merely due to said party's drafting of this Agreement.

CONTRACTOR:

Lassiter Electric, Inc.
0204 Park Ave., Suite II
Basalt, CO 81621

By: _____
President/Owner

TOWN:

TOWN OF CARBONDALE

Address:
511 Colorado Avenue
Carbondale, CO 81623

By: _____
Dan Richardson ,
Mayor, Town of Carbondale

ATTEST:

Cathy Derby, Town Clerk

Attachments:

Addendum A: Lassiter Electric Construction Bid Proposal

Lassiter Electric, Inc.

0204 Park Ave., Suite 11
Basalt, CO 81621

EMAIL: LASSITERELECTRIC@GMAIL.COM

PROPOSAL: 001

February 5, 2020

PROPOSAL VALID FOR 30 DAYS

TO: TOWN OF CARBONDALE
ERIC BREDLINGER
DEREK MILLER
ebredlinger@carbondalecto.net
dmiller@carbondalecto.net

**WE HEREBY PROPOSE TO PROVIDE LABOR AND MATERIALS FOR THE FOLLOWING
INSTALLATION LOCATED AT:
GATEWAY RV PARK, CARBONDALE, CO**

PHASE 2

GEAR & WIRE		HOURS	LABOR @	MISC MATERIAL
QTY	Item	PER EACH	\$65/HR	
		ITEM		
1	BUILD RACK FOR GEAR	8	\$680.00	\$80.00
1	SECURE GEAR ONTO RACK AND SET EXISTING CONDUIT INTO PANEL	24	\$2,040.00	\$120.00
2	SET CONDUIT FROM GEAR TO SITE 9 & 10	4	\$680.00	\$1,365.00
2	PULL WIRE FROM GEAR TO SITE 9 & 10	8	\$1,360.00	\$1,822.00
1	PULL WIRE FROM PANEL TO GROUND BOX 1 LOCATION THROUGH 2.5" CONDUIT	16	\$1,360.00	\$1,838.00
4	PULL WIRE FROM GROUND BOX 1 LOCATION TO PEDESTAL LOCATIONS 11-14 THROUGH 1" CONDUIT	4	\$1,360.00	\$1,838.00
1	PULL WIRE FROM HOST SITE 20 WIRE FROM PANEL TO PEDESTAL THROUGH 1" CONDUIT	3	\$255.00	\$360.00
1	MAKE UP GROUNDING AT GROUND BOX 1 LOCATION	2	\$170.00	\$68.00
7	SET LOCATION FOR PEDESTALS 9-14 AND HOST SITE 20	3	\$1,785.00	\$2,835.00
7	MAKE UP WIRE TO PEDESTALS 9-14 AND HOST SITE 20	1.5	\$892.50	\$35.00
7	INSTALL BREAKERS AND MAKE UP CIRCUITS IN PANEL	2	\$1,190.00	\$480.20
1	GROUNDING AND BONDING REQUIREMENTS FOR GEAR	8	\$680.00	\$126.00
1	TEST AND CLEAN UP	1	\$85.00	\$0.00

EXCLUDES:
ADDITIONAL TRENCH WORK

PROPOSAL:

LABOR	\$12,537.50
PROJECT MANAGEMENT AND ENGINEERING	\$3,400.00
MATERIAL, MISCELLANEOUS	\$10,968.20
MATERIAL, GEAR PACKAGE	\$5,485.00
PERMIT (ALLOWANCE ONLY)	\$400.00
TAX ON MATERIALS - 0.0%	\$0.00
TOTAL LABOR & MATERIALS	\$32,790.70

FIXTURES: FIXTURES SUPPLIED BY OWNER AND INSTALLED BY ELECTRICIAN MUST BE UL APPROVED. IF NOT UL APPROVED, THERE MAY BE ADDITIONAL CHARGES TO HAVE MADE SO. FIXTURES MUST BE MADE AVAILABLE TO HANG PRIOR TO FINAL INSPECTION OR THERE MAY BE ADDITIONAL CHARGES. INSTALLATION OF OWNER-SUPPLIED FIXTURES AFTER FINAL INSPECTION WILL BE BILLED AS A CHANGE AT CHANGE ORDER RATES.

BOXES: ELEVATIONS AND LOCATIONS FOR ALL BOXES ARE REQUIRED PRIOR TO START OF JOB. IF THESE ARE UNAVAILABLE AT START, THERE MAY BE AN EXTRA FEE APPLIED TO INSTALL BOXES OR DEMO AFTER ROUGH IN.

CHANGES: EXTRA WORK (I.E. CHANGE ORDERS) MUST HAVE THE CORRESPONDING LASSITER ELECTRIC, INC. REQUEST FOR CHANGE ORDER SIGNED BY AN AUTHORIZED AGENT PRIOR TO THE START OF WORK. ANY TIME AND MATERIAL BASIS CHANGES TO BE MADE WILL BE MADE WITH WRITTEN CHANGE ORDER AT THE RATE OF \$85.00 PER HOUR PER MAN.

PAYMENTS: PAYMENT IS DUE WITHIN 30 DAYS OF INVOICE DATE. OVERDUE PAYMENTS ARE SUBJECT TO 1.5% MONTHLY INTEREST. CUSTOMER EXPRESSLY AGREES TO PAY CONTRACTOR'S REASONABLE ATTORNEYS' FEES FOR COLLECTION.

LABOR: PRICE IS BASED ON WORK BEING PERFORMED DURING NORMAL LASSITER ELECTRIC, INC. HOURS OF OPERATION AND DOES NOT INCLUDE ACCELERATION OF A FIXED SCHEDULE OR OVERTIME. ANY ACCELERATED SCHEDULE WILL BE DISCUSSED WITH G.C. PRIOR TO START OF NEW SCHEDULE.

TAXES: ANY CHANGE IN TAX RATES DURING THE DURATION OF THE PROJECT WILL RESULT IN USAGE OF THE CURRENT TAX RATE (FOR BILLING PURPOSES) AS OPPOSED TO THE TAX RATE ON THIS PROPOSAL.

TOWN OF CARBONDALE HAS REVIEWED THE ABOVE PROPOSAL FOR WORK AT:
GATEWAY RV PARK, CARBONDALE, CO
WE AGREE TO ACCEPT THIS PROPOSAL AND ABIDE BY THE TERMS STATED THEREIN.

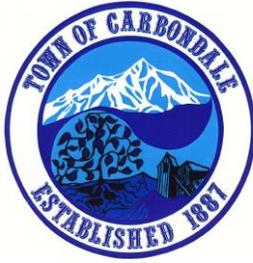
ACCEPTED BY:

Eric Brendlinger
PRINT NAME

[Signature]
SIGNATURE

TOC Parks & Recreation
TITLE Director

2/6/2020
DATE



TOWN OF CARBONDALE

PUBLIC WORKS

511 Colorado Avenue
Carbondale, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: February 25, 2020

TITLE: Nettle Creek Pipeline Pump-Back Feasibility Agreement

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: MPA Consulting Engineers, Inc. Agreement

BACKGROUND

On December 16, 2019, a request for proposals was posted for studying the feasibility of installing a pump-back system on the Nettle Creek Pipeline. The proposed study area was from Main Street to Village Road. Proposals were due on January 31, 2020.

DISCUSSION

Initially, the RFP requested a study of the feasibility of installing pumps as turbines as one alternative to generate power and achieve the needed pressure reductions during normal operations and then being able to be reversed to pump water from town back up the pipeline should the Nettle Creek Plant be out of service for whatever reason. However, all proposals received said that this would not be feasible due to the hydraulic gradient between PRV 3 and PRV 1. All indicated that it might be possible to install a hydro facility above PRV 3, strictly for power generation, but that it would be a stand-alone system rather than being part of a pump-back system. Based on this feedback, the study was scaled back to just look at the feasibility of installing a pump-back system on the line, as this is the most immediate need.

The Town received three proposals in response to the RFP. All proposals were received from firms or teams capable of adequately performing the work. Proposals received were from the following companies: MPA Consulting Engineers, Small Hydro Consulting and SGM. The proposals were reviewed by staff members and the consensus was to recommend that the Board approve a professional services agreement with MPA Consulting Engineers, Inc.

While all three companies were capable of performing the work, in the end, the distinguishing characteristics of MPA's proposal included:

- The detail of their proposal demonstrated that they had spent a considerable amount of time researching the line itself, the function of the PRVs, and doing preliminary calculations related to both material strength and hydraulic gradient.
- The company specializes in water and process industries, specifically related to piping, plant design, pipeline system design and hydraulic design.
- Their proposal was the least expensive of the proposals.

It is anticipated that once the feasibility study is complete, we will be able to move into final design for the system.

FISCAL ANALYSIS

MPA's not-to-exceed cost of \$9,000, was the lowest cost proposed for this project and is within the budget for this project.

RECOMMENDED ACTION

Staff recommends the following motion: **I move to approve, and authorize the Mayor to sign, the attached agreement with MPA Consulting Engineers, Inc., for work on the Nettle Creek Pipeline Pump-Back Feasibility Study.**

Prepared by: Kevin Schorzman

Town Manager

Town of Carbondale

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made effective the 25th day of February, 2020 by and between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation ("Town"), and MPA Consulting Engineers, Inc., a Colorado Corporation ("CONSULTANT" or "Consultant").

WHEREAS, after a competitive interview process concerning consulting services with regard to the potential to install a pump-back system on the Nettle Creek Pipeline, the Town determined to negotiate with Consultant with regard to such Services; and

WHEREAS, the Town now desires to contract with Consultant for, and Consultant desires to perform for the Town, such Services upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Consultant agrees to provide the Services, as more fully identified on Attachment A (Consultant's Proposal), which is incorporated herein by this reference.

2. Town Information. The Town shall provide all public information reasonably requested by Consultant to perform the Services. Consultant may require additional assistance and information from Town staff from time to time, and Town agrees to provide such assistance as may be reasonably requested by Consultant on a timeline that is reasonable based on the Town staff availability.

3. Compensation. The Town agrees to compensate Consultant for its fees and services in an amount not to exceed nine thousand dollars (\$9,000.00), for the scope of work identified on Attachment A, with compensation and release of Town funds based on demonstrated progress, invoiced monthly, and outlined within Attachment A, This amount is inclusive of all projected travel time, per diem, etc., and the Town shall not be charged for additional reimbursable expenses or work beyond the scope of services hereunder without separate written agreement thereto.

4. Billing. Consultant shall invoice the Town for deliverables as detailed on Attachment A, with each bill to include a list of labor terms and any reimbursable expenses or additional authorized work charges incurred during that billing period. Payments of amounts due shall be made by the Town within thirty (30) days after receipt of each statement and all necessary backup data. Consultant may add late fees of 1.5% per month to charges not timely paid within such thirty (30) day period.

5. Term and Renewal. This Agreement shall be effective as of February 25, 2020, and shall extend until completion of the Services, unless earlier terminated pursuant to this Agreement.

6. Status. Consultant is an independent consultant and shall not be considered an employee of the Town for any purpose. Consultant shall be responsible for payment of all federal, state and local taxes as may be associated with amounts paid by Town to Consultant under this Agreement. Neither Consultant nor the Town shall have the right to commit the other beyond the terms of this Agreement without express written agreement of both parties.

7. Standard of Care. The standard of care applicable to Consultant's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services. Consultant will re-perform any services not meeting this standard without additional compensation.

8. Immigration Compliance. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subconsultant that fails to certify to the consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Consultant will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S.

The Consultant shall not use either the E-Verify Program or the State verification program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

If the Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the consultant shall notify the subconsultant and the Town within three days that the Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this paragraph, the subconsultant does not stop employing or contracting with the illegal alien. The Consultant shall not terminate the contract with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

The Consultant shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(5).

If Consultant fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to the Town arising out of said violation.

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

10. Insurance. Consultant shall obtain, maintain and provide proof of general liability, automotive liability, professional liability, and worker's compensation insurance to the Town upon execution of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Town, but regardless of such acceptance it shall be the responsibility of the Consultant to maintain adequate insurance coverage at all times. The Town shall be named as an additional insured on the general liability and automotive liability policies.

11. Governmental Immunity/TABOR/Immigration Compliance. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, *et seq.*, C.R.S., as amended. This contract is also contingent upon annual budgeting by the Town of Carbondale and it shall not be construed as a multi-year financial obligation of the Town. The Town's obligations shall terminate should it fail to budget funds toward this Agreement after the current fiscal year. Consultant also agrees to be bound by the terms of attached Addendum A as related to compliance with Colorado immigration laws, which Addendum is incorporated by reference.

12. Employees, Subcontractors and Assignees. The providing of professional services required under paragraph 1 of this Agreement shall be the responsibility of Consultant. Consultant may employ or subcontract with additional persons to assist in the performance of this Agreement, subject to Town approval of each sub-consultant and that sub-consultant's agreement to obtain and maintain insurance coverage equivalent to that maintained by Consultant pursuant to Paragraph 7, above. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Consultant.

Notwithstanding the foregoing, however, this Agreement shall not be assigned by Consultant to a third party without the prior express written consent of the Town.

13. Termination. If at any time the Town is dissatisfied with the services of Consultant for any reason whatsoever, the Town may terminate this Agreement effective immediately upon the delivery of written notice to Consultant. In the event of any such termination, the Town shall pay Consultant for services rendered through the date of notice of termination.

14. Notice. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town: Jay Harrington, Town Manager
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Copy to: Mark Hamilton
Town of Carbondale Attorney
Holland & Hart LLP
600 E. Main St., Suite 104
Aspen, CO 81611

To Consultant: Robert Littler, P.E.
Principal
MPA Consulting Engineers, Inc.
823 Grand Avenue, Suite LL100
Glenwood Springs, CO 81602

15. Responsibilities. Consultant shall be responsible for all damages to persons or property caused by Consultant, its employees, sub-consultants or others for whom Consultant is legally liable.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

18. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

19. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Consultant, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as set forth below.

TOWN OF CARBONDALE
A Colorado home rule municipal corporation

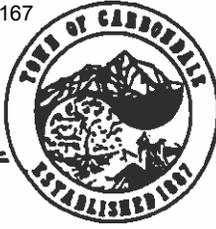
By: _____
Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk

CONSULTANT

By: _____
Robert Littler, Principal



Town of Carbondale Police Department

511 Colorado Avenue, Suite 911 Carbondale, Colorado 81623 (970) 963-2662

To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Blue Lake Preschool fundraiser on April 3, 2020

Date: February 13, 2010

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol on April 3, 2020 at the Orchard.

Michelle Oger / Event Manager

I recommend approval of this liquor license.

TOWN OF CARBONDALE APPLICATION FOR A SPECIAL EVENTS PERMIT

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

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$50 PER DAY	LIQUOR PERMIT NUMBER
---	----------------------

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Blue Lake Preschool	STATE SALES TAX NUMBER (REQUIRED) 98-14658-0000
---	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY 0189 JW Drive, C Carbondale, CO 81623	3. ADDRESS OF SPECIAL EVENT 110 Snowmass Drive Carbondale, CO 81623
---	---

NAME	DATE OF BIRTH	EMAIL ADDRESS	PHONE NUMBER
4. PRES/SEC'Y OF ORG. OR POLITICAL CANDIDATE Michelle Oger		blps@bluelakepreschool.org	963.4380
5. EVENT MANAGER Savanna Gustafson		"same"	963.4380

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS?	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM?
---	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?
 NO YES HOW MANY DAYS? 1

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

Date <u>April 3, 2020</u> Hours From <u>6:00 pm</u> To <u>10:00 pm</u>	Date Hours From m To m	Date Hours From m To m	Date Hours From m To m
--	------------------------------	------------------------------	------------------------------

OATH OF APPLICANT

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

SIGNATURE <i>Mich</i>	TITLE <i>Director</i>	DATE <i>2/6/20</i>
-----------------------	-----------------------	--------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE	TITLE	DATE
LOCAL LICENSING AUTHORITY	ATTEST	



"Sip, Savor, and Support"
at Blue Lake Preschool's
"Date Through the Year" Fundraising Event!

Join Blue Lake Preschool on Friday, April 3rd at the Gathering Center in Carbondale for their annual 'Date Through the Year' fundraiser. Admission is \$30 presale, \$35 at the door. Your ticket includes a silent auction, door prizes, dancing and music by DJ Honey, photo booth, games with prizes, good food, and fantastic drinks! All money raised supports the preschool. The event is from 6:00 – 10:00, 'Date' drawing at 8:30. For more information contact Michelle or Savanna at 963-4380

0189 JW Drive Suite C, Carbondale, CO 81623 (970) 963-4380
744 Merrill Ave. Carbondale, CO 81623 (970) 963-7415
www.bluelakepreschool.org blps@sopris.net

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Blue Lake Preschool, Inc.

is a

Nonprofit Corporation

formed or registered on 05/19/2000 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20001102367 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/05/2020 that have been posted, and by documents delivered to this office electronically through 02/06/2020 @ 14:16:33 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/06/2020 @ 14:16:33 in accordance with applicable law. This certificate is assigned Confirmation Number 12070077 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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

Mailed check
2/5 + 3,500



The Orchard
Love God. Love people.

110 Snowmass Dr.
Carbondale, CO 81623
970.963.8773 phone

www.TheOrchardLife.com

FACILITY RENTAL AGREEMENT

April 3, 2020

Event:	Blue Lake Preschool Annual Fundraiser
Number of People:	200+
Event Date:	Friday, April 3 rd , 2020
Event Start Time:	5:00 PM
Event End Time:	10:00 PM
Set-up Time:	Friday, April 3 rd , after 8:00 AM
Rooms:	Gathering Center / Kitchen / 1/3 of Auditorium
Event Fee:	\$3500
Staff:	Orchard Liaison/TBD

Client Name: Michelle Oger for Blue Lake Preschool
Address: 0189 JW Drive Unit C Carbondale, CO 81623
Phone: 970-963-4380
Email: blps@sopris.net

1. Event Fee Payments & Building Use

A. At or before the time of execution of this contract, Renter shall pay to The Orchard the full fee for rental in the amount of \$3500.00. This payment secures the Gathering Center, Kitchen, and 1/3 of Auditorium on Friday, April 3rd, 2020 from 5:00 PM to 10:00 PM and Thursday, April 2nd for setup after 8:00 AM. Additionally Renter shall provide at the same time a refundable security deposit in the amount of \$0.00 or credit card with an open balance of the required deposit amount. The security deposit is refundable net any unforeseen incidental costs incurred by the Orchard during the rental period.

RENTER MUST PROVIDE AN EVENT COORDINATOR FOR THE EVENT. THE ORCHARD WILL ONLY BE PROVIDING FACILITIES FOR THE EVENT. ALL OTHER REQUIREMENTS TO SET-UP, CONDUCT AND CLEAN-UP/RESTORE, CATER, SERVE BEVERAGES, ET AL WILL BE THE FULL RESPONSIBILITY OF THE RENTER.

B. The Gathering Center is a ministry of The Orchard. The Orchard can, at its discretion, deny anyone use of the facilities without explanation or reason. For events with outside vendor booths, Notice of participating Vendors must be received by The Orchard 30 days prior to the planned event. The Orchard reserves the right to refuse a vendor booth space for any reason including if their service or product can be interpreted as being contrary to our Core Beliefs. This includes but is not limited to: "adult" or pornographic products, "spiritual readings" i.e.: fortune tellers, psychics, tarot card, etc. This determination is at the sole discretion of the Lead Pastor and/or Elder Board.

C. Renter and its guests will occupy the premises for the purposes stated and will only occupy the space(s) leased as detailed in the attached Event Order identified. Renter will be provided with a specific time for set-up for its event. No set-up will be allowed outside of the time provided. Renter will respect the rights of others to use other portions of The Orchard's facility during normal hours of operation, and will not permit any noise, nuisance or parked vehicles that might have a tendency to annoy, disturb or hinder any persons occupying other portions of the building.

D. Rental of The Orchard facilities does not include any services outside of rental of the facilities. The Orchard will provide a contact person to have the facilities open and ready, observe the event and assure that clean-up and closure take place per this agreement. Any items on this contract that The Orchard has to complete beyond the rental will be deducted from the security deposit. Should these items exceed the security deposit amount the Renter will be billed for the difference that will be due within 14 days of billing date.

E. The Orchard décor will change regularly and may be different than what you saw at the time of signing this contract. Artwork is not to be removed. Nothing is to be placed on the walls, ceilings or windows without prior written consent. Absolutely NO GLITTER OR CONFETTI of any kind. Absolutely no nails, staples or holes are allowed. Only blue painters tape is to be used to hang items on the walls. Any & all decoration must be approved and is limited to the rented space only.

F. All Decorations must be taken down and removed from The Orchard immediately per this contract following the Event. Decorations that must be removed by The Orchard staff or outside party will be charged against the security deposit based on actual costs.

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

H. No religious objects of The Orchard may be covered or removed. An exception is drawing the stage curtain before the altar. Sound equipment cannot be used without The Orchard's approval and only with approved technicians. Any damage to The Orchard's sound and visual equipment will be the sole responsibility of the Renter. Any moved furniture must be replaced in its pre-event position at the conclusion of the Event. Piano and Drums are not to be used.

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

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

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

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

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

O. Loading and Unloading of Supplies – Vehicles are not to be driven onto Orchard sidewalks or property. Event items must be carried or rolled on non-motorized carriers into The Orchard facilities. A minimum damage assessment of \$500 above the security deposit will be charged for tire tracks left on Orchard property.

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

Painful Acoustic Trauma	140	Shotgun blast
	130	Jet engine 100 feet away
	120	Rock concert
Extremely Loud	110	Car horn, snowblower
	100	Blow dryer, subway, helicopter, chainsaw
	90	Motorcycle, lawn mower, convertible ride on highway
Very Loud	80	Factory, noisy restaurant, vacuum, screaming child
Loud	70	Car, alarm clock, city traffic
	60	Conversation, dishwasher
Moderate	50	Moderate rainfall
Faint	40	Refrigerator
	30	Whisper, library
	20	Watch ticking
		dB levels

sg Client Initials

2. Event Exceeding Specified Time

If the duration of The Event exceeds the Event Duration specified above, Renter will pay The Orchard an additional fee of \$ 1000 per each hour the actual duration of the Event exceeds the specified Event Duration (any minute into an hour will cause the entire hour to be charged).

All Orchard Events must end at 10 PM. There are no exceptions to this.

sg Client Initials

3. Cancellation Fees

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

Event cancelled 60 days or less before the Event Date: 50% of the Event Fee

sg Client Initials

4. Method of Payment

Payment may be made by cash, check, cashier's check, Visa, or MasterCard (in the case of credit cards. The Orchard will add onto the rental charge any incurred credit card charges).

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

sg Client Initials

5. Advertising

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

SJ Client Initials

6. Alcohol

- A. The Orchard does not provide, or sell alcoholic beverages.
- B. Alcohol served at the Event is limited to beer and wine only unless special consideration approved by the Lead Pastor. Should approval be gained for such a special allowance the Renter agrees to provide additional security and control of any attendees abusing this beverage allowance
- C. Any beverage which contains alcohol must always be clearly labeled and/or in its original container.
- D. Alcoholic beverages must be served by certified bartender(s). No self-serve is permitted. A copy of the bartender's certification must be on file with The Orchard 1 week prior to the Event.
- E. The certified bartender(s) must be willing to refuse service when they determine a person appears to be intoxicated. The Orchard's staff and elders will support the decision if an issue arises from the decisions to refuse alcohol to a person. The bar will be attended the entire time alcohol is being served.
- F. Alcohol will not be sold by The Orchard at functions held at The Orchard. Alcohol cannot be sold by Renter at the Event unless Renter has first obtained a Special Event Permit from the Town of Carbondale.
- G. Food must be served at the Event if alcohol is being served.
- H. Under no circumstances will alcohol be served to or consumed by any person under the age of 21 even when accompanied by their parents. If any person under the age of 21 is found consuming alcoholic beverages, The Orchard reserves the right to terminate the Event at the Renter's expense.
- I. Drinking alcohol will never be a social requirement. Whenever alcohol is served in any form, non-alcoholic alternatives must also be offered. Non-alcoholic beverages must be served with the same attractiveness and accessibility as those containing alcohol, so that those who choose not to drink alcoholic beverages need not feel any embarrassment, discomfort or inconvenience in exercising their preference.
- J. All applicable Federal, State and Local laws and ordinances governing the use/distribution/sale of alcohol must be adhered to when serving alcoholic beverages including the requirement to obtain a Special Event Permit from the Town of Carbondale if alcohol will be sold at the Event.
- K. Groups not affiliated with The Orchard shall have security on-site as deemed necessary by The Orchard.
- L. During Events requiring a Special Event Permit from the Town of Carbondale, alcohol will be consumed only in areas specifically identified in the License. However, under no circumstances will alcohol be permitted in the parking lot.
- M. Renter agrees to be responsible for the consumption of alcoholic beverages and other legal and illegal substances by all guests.
- N. All licenses and permits required must be posted in a conspicuous place in the licensed area for the general public to observe. The licenses and permits required include, but are not limited to the following:
- a. Special Event Permit – State
 - b. Special Event Permit – City

- c. Minor Warning Sign – The Orchard has these signs on file and will provide to Renter for the Event upon request
- d. State Sales Tax License – Even though these permits are issued to non-profit organizations, the retail sale of alcohol beverages to consumers is still subject to state and local sales taxes. Special Event Permit applicants should contact the Department of Revenue at (303) 238-7378 to determine the correct method of remitting the sales tax.
- e. Other local licenses as required – Check with the local authority, Town of Carbondale
- Q. Per the guidelines stipulated in the Special Event Permit Guide from the Colorado Department of Revenue Liquor Enforcement Division, donated beverages cannot be resold. Alcohol beverages received from other non-licensed or private sources may not be sold, served or consumed at Events requiring a Special Events Permit.

Sg Client Initials

7. Additional Terms & Conditions

- A. At the start of the Event will include a taped message from The Orchard leadership welcoming attendees, encouraging them to visit The Orchard and encouraging them to have a great time at their Event. For events where there is not a formal program, the event agrees to allow The Orchard to have marketing table tents on their tables.
- B. Should the Kitchen be utilized for an event, it must be restored to its pre-event condition. Anything short of this will be restored by The Orchard and costs will be deducted from the security deposit.
- C. Use of the fire pits requires adult supervision and special approval from The Orchard.
- D. Youth groups must be supervised by adult sponsors in the following ratios: children 13 and younger require 1 adult per 10 children. Teens aged 14 and older require 1 adult per 15 teens.
- E. Children 8 years old and younger MUST have constant supervision while their parents or guardians are using the facility.
- O. During the time of the Event, the Renter and its guests shall obey all laws of the State of Colorado and ordinances of the Town of Carbondale.
- P. Renter authorizes The Orchard to charge the credit card identified below for any fees set forth in this Agreement that have not been paid by Renter by the respective due dates. If the Renter does not wish to provide a valid credit card, a deposit of \$ 2500.00 cash deposit is required at time of facilities booking.
- Q. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither The Gathering Center/The Orchard nor the undersigned shall be required to perform any term, conditions, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, or any other cause not reasonably within the control of The Gathering Center/The Orchard or Client and which by the exercise of due diligence of The Gathering Center/The Orchard or Client is unable, wholly or in part, to prevent or overcome. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is non-assignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter.
- R. Renter agrees to indemnify The Orchard and save The Orchard harmless from any and all damages or losses The Orchard may suffer, including attorney's fees, as a result of claims, demands, costs, or judgments against it arising out of the use of The Orchard facility by

the renter. Renter agrees to provide The Orchard with a certificate of insurance prior to the Event.

- S. Renter MUST provide any and all slideshow/music material at least 24 hours PRIOR to the event.
- T. ANY MODIFICATIONS TO THIS AGREEMENT MUST BE APPROVED IN WRITING BY THE LEAD PASTOR OF THE ORCHARD.

Sg Client Initials

The Renter and The Orchard through their authorized signatures below agree to the terms and condition of this Facility Rental Agreement (ALL 6 PAGES) including all attachments thereto.

Renter: Blue Lake Preschool

The Orchard

By: Laurie Darling

Title: Ministry Administrator

Signature: *Laurie Darling*

Date: 11/5/2020

Date: 11/9/20

[Handwritten Signature]

Authorized Signature of Renter

By my signature below, I authorize The Orchard to charge my credit card for any fees set forth in this Agreement that have not been paid by Renter by the respective due dates.

Name as it appears on Credit Card

Visa or MasterCard #

Billing Address

Expiration Date

CVC

City, State, Zip

Authorized Signature

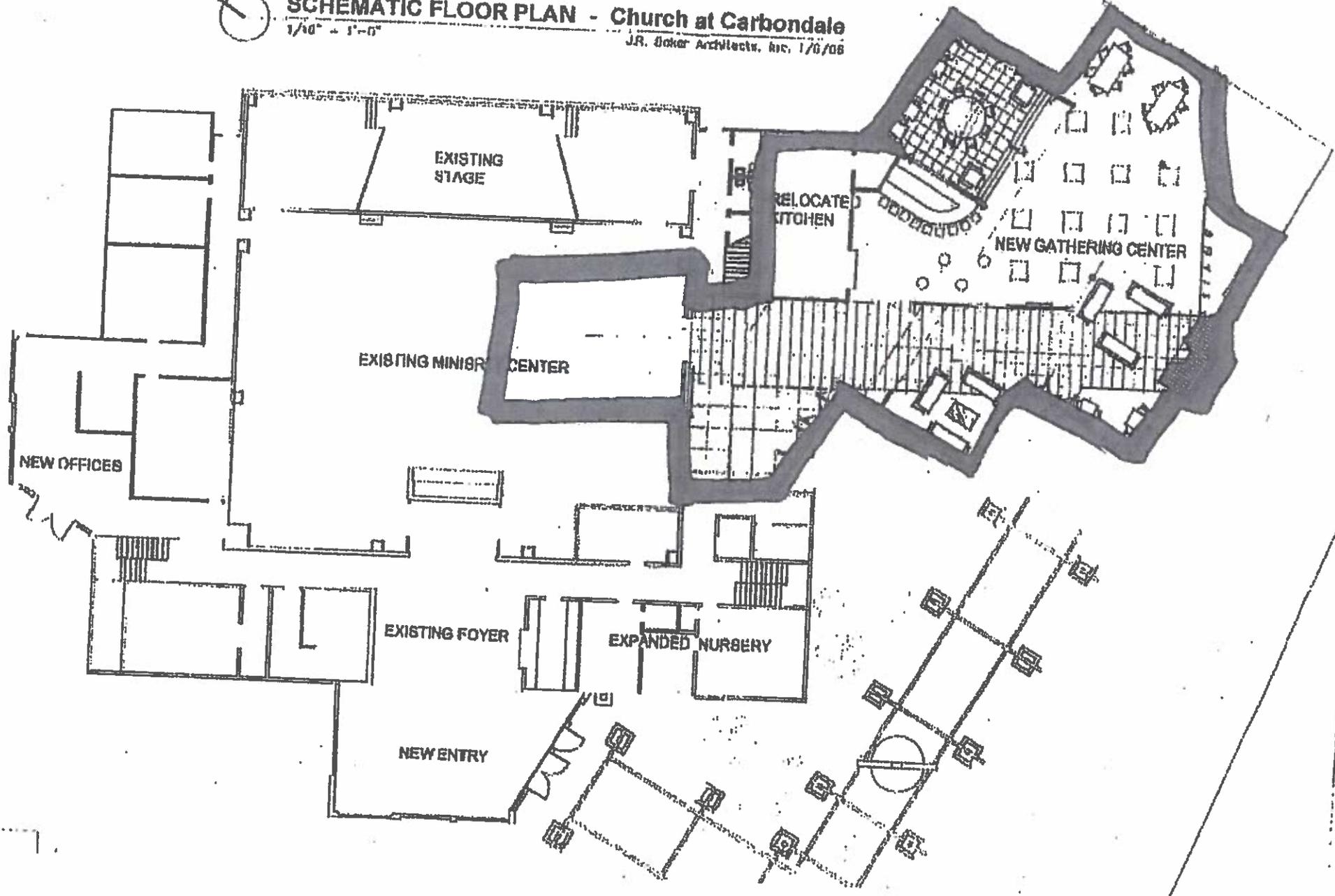
Today's Date

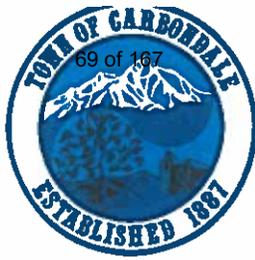


SCHEMATIC FLOOR PLAN - Church at Carbondale

1/16" = 1'-0"

J.R. Baker Architects, Inc. 1/6/08





**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

Board of Trustees Agenda Memorandum

Item No: 7
Attachment: J

Meeting Date: February 25, 2020

TITLE: First Reading – Ordinance No. 3, Series 2020 – Xcel Franchise Agreement

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Ordinance No. 3, Series 2020

BACKGROUND:

Xcel Energy provides electric service to the portion of the Town south of the RFTA trail. The existing franchise agreement, Carbondale Ordinance No. 4, Series of 2005, was approved by the Board of Trustees on March 8, 2005. The current franchise has a duration of fifteen years and expires on April 16, 2020. The proposed franchise agreement is set to expire on April 11, 2035. The Town Board reviewed the draft franchise agreement on January 21st, 2020. Xcel has provided the required notice in the Sopris Sun for the first reading of this ordinance.

DISCUSSION:

The Town Manager and Attorney commenced negotiating the draft franchise agreement in July of 2019. As the BOT reviewed on January 21st, the overall approach was to examine recent franchise agreements that Xcel had entered into with Colorado municipalities and assure that Carbondale was receiving similar treatment. The agreement was also customized to the Town's permitting process and the unique situation where the Town is serviced by two power suppliers.

As per state requirements, the approval of this ordinance is subject to two readings. If approved at first reading, the second reading will be scheduled for 2/24.

RECOMMENDATION:

Town Staff recommends the Board of Trustees approve the First Reading of Ordinance No. 3 – Series 2020.

Prepared By: Jay Harrington

JH
Town Manager

**ORDINANCE NO. 3
SERIES OF 2020**

AN ORDINANCE OF THE TOWN OF CARBONDALE, COLORADO, GRANTING BY FRANCHISE TO PUBLIC SERVICE COMPANY OF COLORADO THE RIGHT TO USE THE STREETS WITHIN THE TOWN TO FURNISH, SELL, TRANSMIT AND DISTRIBUTE ELECTRICITY TO THE TOWN AND TO RESIDENTS OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE TOWN ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN AND THROUGH THE TOWN, GRANTING THE RIGHT TO PROVIDE STREET LIGHTING SERVICE TO THE TOWN, FIXING THE TERMS AND CONDITIONS THEREOF, AND REPEALING ORDINANCE NO. 4, SERIES OF 2005.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE COLORADO, that the Franchise Agreement with Public Service Company of Colorado as set forth in Exhibit A, attached hereto and incorporated herein by this reference, is hereby approved. The Mayor and the Town Clerk are hereby authorized to sign the agreement on behalf of the Town.

INTRODUCED, READ, AND PASSED on first reading on February 25, 2020, and on second reading on March 24, 2020, and published as required by C.R.S. 31-32-103 and the Town of Carbondale Home Rule Charter, as applicable.

TOWN OF CARBONDALE, COLORADO

By: _____
Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk

FRANCHISE AGREEMENT
BETWEEN
THE TOWN OF CARBONDALE, COLORADO
AND
PUBLIC SERVICE COMPANY OF COLORADO

- ARTICLE 1 DEFINITIONS
- ARTICLE 2 GRANT OF FRANCHISE
- ARTICLE 3 TOWN POLICE POWERS
- ARTICLE 4 FRANCHISE FEE
- ARTICLE 5 ADMINISTRATION OF FRANCHISE
- ARTICLE 6 SUPPLY, CONSTRUCTION, AND DESIGN
- ARTICLE 7 RELIABILITY
- ARTICLE 8 COMPANY PERFORMANCE OBLIGATIONS
- ARTICLE 9 BILLING AND PAYMENT
- ARTICLE 10 USE OF COMPANY ELECTRIC DISTRIBUTION POLES
- ARTICLE 11 UNDERGROUNDING OF OVERHEAD ELECTRIC DISTRIBUTION LINES
- ARTICLE 12 PURCHASE OR CONDEMNATION
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ARTICLE 1 DEFINITIONS

For the purpose of this franchise agreement (“Franchise” or “Franchise Agreement”), the following words and phrases shall have the meaning given in this Article or elsewhere in this Agreement. When not inconsistent with context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word “shall” is mandatory and “may” is permissive. Words not defined in this Article or in this Agreement shall be given their common and ordinary meaning.

- §1.1 “Town” refers to the Town of Carbondale, a municipal corporation of the State of Colorado.
- §1.2 “Clean Energy” means energy produced from Renewable Energy Resources (as defined below), eligible energy sources, and by means of advanced technologies that cost-effectively capture and sequester carbon emissions produced as a by-product of power generation. For purposes of this definition, “cost” means all those costs as determined by the Public Utilities Commission of the State of Colorado (“PUC”).
- §1.3 “Company” refers to Public Service Company of Colorado, a Colorado corporation, and an Xcel Energy company and its successors and assigns including affiliates or subsidiaries that undertake to perform any of the obligations under this Franchise.
- §1.4 “Company Facilities” refer to all facilities of the Company which are reasonably necessary or desirable to provide electric service into, within and through the Town, including but not limited to plants, works, systems, substations, transmission and distribution structures and systems, lines, equipment, pipes, mains, conduit, transformers, underground lines, meters, meter reading devices, communication and data transfer equipment, control equipment, street lights, wire, cables and poles as well as all associated appurtenances.
- §1.5 “Council” or “Town Council” refers to and is the legislative body of the Town.
- §1.6 “Electric Gross Revenues” refers to those amounts of money that the Company receives from the sale and/or delivery of electricity in the Town, after adjusting for refunds, net write-offs of accounts, corrections, or Regulatory Adjustments (as defined below). “Regulatory Adjustments” include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. “Electric Gross Revenues” shall exclude any revenue for the sale and/or delivery of electricity to the Town as a customer of the Company.
- §1.7 “Energy Conservation” means the decrease in energy requirements of specific customers during any selected time period, resulting in a reduction in end-use services.
- §1.8 “Energy Efficiency” means the decrease in energy requirements of specific customers during any selected period with end-use services of such customers held constant.
- §1.9 “Force Majeure Event” means the inability to undertake an obligation of this Franchise Agreement due to a cause, condition or event that could not be reasonably anticipated by a

party or is beyond a party's reasonable control after exercise of best efforts to perform. Such cause, condition or event includes but is not limited to fire, strike, war, riots, terrorist acts, acts of governmental authority, acts of God, floods, epidemics, quarantines, labor disputes, unavailability or shortages of materials or equipment or failures or delays in the delivery of materials. Neither the Town nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to a Force Majeure Event.

- §1.10 "Industry Standards" refers to standards developed by government agencies and generally recognized organizations that engage in the business of developing utility industry standards for materials, specifications, testing, construction, repair, maintenance, manufacturing, and other facets of the electric utility industries. Such agencies and organizations include, but are not limited to the U.S. Department of Transportation, the Federal Energy Regulatory Commission (FERC), the Colorado Public Utilities Commission, the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Society of Mechanical Engineers (ASME), the Institute of Electric and Electronic Engineers (IEEE), the Electric Power Research Institute (EPRI), the National Fire Protection Association (NFPA), and specifically includes the National Electric Safety Code (NESC).
- §1.11 "Other Town Property" refers to the surface, the air space above the surface and the area below the surface of any property owned by the Town or directly controlled by the Town due to the Town's real property interest in the same or hereafter owned by the Town, that would not otherwise fall under the definition of "Streets," but which provides a suitable location for the placement of Company Facilities as specifically approved in writing by the Town. Other Town Property does not include Public Utility Easements.
- §1.12 "Private Project" refers to any project not included in the definition of Public Project.
- §1.13 "Public Project" refers to (1) any public work or improvement within the Town that is wholly owned by the Town; or (2) any public work or improvement within the Town where at least fifty percent (50%) or more of the funding is provided by any combination of the Town, the federal government, the State of Colorado, or any Colorado county, but excluding all entities established under Title 32 of the Colorado Revised Statutes.
- §1.14 "Public Utilities Commission" or "PUC" refers to the Public Utilities Commission of the State of Colorado or other state agency succeeding to the regulatory powers of the Public Utilities Commission.
- §1.15 "Public Utility Easement" refers to any platted easement over, under, or above public or private property, expressly dedicated to, and accepted by, the Town for the use of public utility companies for the placement of utility facilities, including but not limited to Company Facilities.
- §1.16 "Relocate," "Relocation," or "Relocated" refers to the definition assigned such terms in Section 6.9.A of this Franchise.

- §1.17 “Renewable Energy Resources” means wind, solar, and geothermal resources; energy produced from biomass from nontoxic plant matter consisting of agricultural crops or their byproducts, urban wood waste, mill residue, slash, or brush, or from animal wastes and products of animal wastes, or from methane produced at landfills or as a by-product of the treatment of wastewater residuals; new hydroelectricity with a nameplate rating of ten (10) megawatts or less; hydroelectricity in existence on January 1, 2005 with a nameplate rating of thirty (30) megawatts or less; fuel cells using hydrogen derived from a Renewable Energy Resource; recycled energy produced by a generation unit with a nameplate capacity of not more than fifteen (15) megawatts that converts the otherwise lost energy from the heat from exhaust stacks or pipes to electricity and that does not combust additional fossil fuel, and includes any eligible renewable energy resource as defined in §40-2-124(1)(a), C.R.S., as the same may be amended from time to time.
- §1.18 “Residents” refers to all persons, businesses, industries, governmental agencies, including the Town, and any other entity whatsoever presently located or to be hereinafter located, in whole or in part, within the territorial boundaries of the Town.
- §1.19 “Streets” or “Town Streets” refers to the surface, the air space above the surface and the area below the surface of any Town-dedicated or Town-maintained streets, alleys, bridges, roads, lanes, access easements, and other public rights-of-way within the Town, which are primarily used for motorized vehicle traffic. Streets shall not include Public Utility Easements and Other Town Property.
- §1.20 “Supporting Documentation” refers to all information reasonably required or needed in order to allow the Company to design and construct any work performed under the provisions of this Franchise. Supporting Documentation may include, but is not limited to, construction plans, a description of known environmental issues, the identification of critical right-of-way or easement issues, the final recorded plat for the property, the date the site will be ready for the Company to begin construction and the name and contact information for the Town’s project manager.
- §1.21 “Tariffs” refer to those tariffs of the Company on file and in effect with the PUC or other governing jurisdiction, as amended from time to time.
- §1.22 “Utility Service” refers to the sale of electricity to Residents by the Company under Tariffs approved by the PUC.

ARTICLE 2 GRANT OF FRANCHISE

§2.1 Grant of Franchise.

A. Grant. The Town hereby grants to the Company, subject to all conditions, limitations, terms, and provisions contained in this Franchise, the non-exclusive right to make reasonable use of Town Streets, Public Utility Easements (as applicable) and Other Town Property:

(1) to provide Utility Service to the Town and to its Residents under the Tariffs; and

(2) to acquire, purchase, construct, install, locate, maintain, operate, upgrade and extend into, within and through the Town all Company Facilities reasonably necessary for the generation, production, manufacture, sale, storage, purchase, exchange, transmission and distribution of Utility Service within and through the Town.

B. Street Lighting and Traffic Signal Lighting Service. Street lighting service and traffic signal lighting service within the Town shall be governed by Tariffs on file with the PUC.

§2.2 Conditions and Limitations.

A. Scope of Franchise. The grant of this Franchise shall extend to all areas of the Town as it is now or hereafter constituted that are within the Company's PUC-certificated service territory; however, nothing contained in this Franchise shall be construed to authorize the Company to engage in activities other than the provision of Utility Service.

B. Subject to Town Usage. The Company's right to make reasonable use of Town Streets and Other Town Property to provide Utility Service to the Town and its Residents under this Franchise is subject to and subordinate to any Town usage of said Streets.

C. Prior Grants Not Revoked. This grant and Franchise is not intended to and does not revoke any prior license, grant, or right to use the Streets, Other Town Property or Public Utility Easements, and such licenses, grants or rights of use are hereby affirmed.

D. Franchise Not Exclusive. The rights granted by this Franchise are not, and shall not be deemed to be, granted exclusively to the Company, and the Town reserves the right to make or grant a franchise to any other person, firm, or corporation. The parties acknowledge that the Town has granted a similar franchise to Holy Cross Energy, which provides electricity as an electric utility to customers within its service area in the Town of Carbondale.

§2.3 Effective Date and Term. This Franchise shall take effect on April 12, 2020 (the "Effective Date") and shall supersede any prior franchise grants to the Company by the Town. This Franchise shall terminate on April 11, 2035 unless extended by mutual consent.

ARTICLE 3 TOWN POLICE POWERS

§3.1 Police Powers. The Company expressly acknowledges the Town's right to adopt, from time to time, in addition to the provisions contained herein, such laws, including but not limited to ordinances and regulations, as it may deem necessary in the exercise of its governmental powers. If the Town considers making any substantive changes in its local codes or regulations that in the Town's reasonable opinion will significantly impact the Company's operations in the Town's Streets, Public Utility Easements and Other Town Property, it will make a good faith effort to advise the Company of such consideration;

provided, however, that lack of notice shall not be justification for the Company's non-compliance with any applicable local requirements.

- §3.2 Regulation of Streets and Other Town Property. The Company expressly acknowledges the Town's right to enforce regulations concerning the Company's access to or use of the Streets and/or Other Town Property, including requirements for permits.
- §3.3 Compliance with Laws. The Company shall promptly and fully comply with all laws, regulations, permits and orders lawfully enacted by the Town that are consistent with Industry Standards. Nothing herein provided shall prevent the Company from legally challenging or appealing the enactment or applicability of any laws, regulations, permits and orders enacted by the Town. To the extent that the Company believes that any Town regulations, permits, or orders are inconsistent with Industry Standards, the Town agrees to meet with the Company upon the Company's written request for consideration of the matters at issue within a reasonable period of time.
- §3.4 Industry Standards. In enacting laws and regulations and issuing permits that affect the Company's access to or use of the Streets, Other Town Property and Public Utility Easements, the Town agrees, without limiting the Town's police powers, to make good faith efforts to make its regulations and permit conditions consistent with Industry Standards to the extent practicable, and the Company agrees to make good faith efforts to advise the Town of Industry Standards that affect the Company's operations within the Town. In addition, without limiting the Town's police powers, the Town will take into consideration any input from the Company on new regulations and permit conditions that the Company believes unnecessarily increase its cost of operations within the Town.

ARTICLE 4 FRANCHISE FEE

§4.1 Franchise Fee.

A. Fee. In consideration for this Franchise Agreement, which provides the certain terms related to the Company's use of Town Streets, Public Utility Easements (as applicable), and Other Town Property, which are valuable public properties acquired and maintained by the Town at the expense of its Residents, and in recognition that the grant to the Company of this Franchise is a valuable right, the Company shall pay the Town a sum equal to three percent (3%) of all Gross Revenues (the "Franchise Fee"). To the extent required by law, the Company shall collect the Franchise Fee from a surcharge upon Town Residents who are customers of the Company.

B. Obligation in Lieu of Franchise Fee. In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction, unless prohibited by law, the Company shall be obligated to pay the Town, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount that the Company would have paid as a Franchise Fee as partial consideration for use of the Town Streets and Other Town Property. Such payments shall be made in accordance with applicable provisions of law. Further, to the extent required by law, the Company

shall collect the amounts agreed upon through a surcharge upon Utility Service provided to Town Residents who are customers of the Company.

C. Changes in Utility Service Industries. The Town and the Company recognize that utility service industries are the subject of restructuring initiatives by legislative and regulatory authorities and are also experiencing other changes as a result of mergers, acquisitions, and reorganizations. Some of such initiatives and changes may have an adverse impact upon the Franchise Fee revenues provided for herein. In recognition of the length of the term of this Franchise, the Company agrees that in the event of any such initiatives or changes and to the extent permitted by law, upon receiving a written request from the Town, the Company will cooperate with and assist the Town in reasonably modifying this Franchise Agreement in an effort to ensure that the Town receives an amount in Franchise Fees or some other form of compensation that is the same amount of Franchise fees paid to the Town as of the date that such initiatives and changes adversely impact Franchise Fee revenues.

D. Utility Service Provided to the Town. No Franchise Fee shall be charged to the Town for Utility Service provided directly or indirectly to the Town for its own consumption, including street lighting service and traffic signal lighting service, unless otherwise directed by the Town in writing and in a manner consistent with Company Tariffs.

§4.2 Remittance of Franchise Fee.

A. Remittance Schedule. Franchise Fees shall be remitted by the Company to the Town as directed by the Town in monthly installments not more than thirty (30) days following the close of each month.

B. Correction of Franchise Fee Payments. In the event that either the Town or the Company discovers that there has been an error in the calculation of the Franchise Fee payment to the Town, either party shall provide written notice of the error to the other party. If the party receiving written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error pursuant to Section 4.2.D of this Franchise; otherwise, the error shall be corrected in the next monthly payment. However, if the error results in an overpayment of the Franchise Fee to the Town, and said overpayment is in excess of Five Thousand Dollars (\$5,000.00), correction of the overpayment by the Town shall take the form of a credit against future Franchise Fees and shall be spread over the same period the error was undiscovered or the Town may make a full refund payment to the Company. If such period would extend beyond the term of this Franchise, the Company may elect to require the Town to provide it with a full refund instead of a credit, with such refund to be spread over the same period the error was undiscovered, even if the refund will be paid after the termination date of this Franchise. All Franchise Fee underpayments shall be corrected in the next monthly payment, together with interest computed at the rate set by the PUC for customer security deposits held by the Company, from the date when due until the date paid. Subject to the terms of the Tariffs, in no event shall either party be required to fund or refund any overpayment or underpayment made as a result of a Company error which occurred more than five (5) years prior to the discovery of the error.

C. Audit of Franchise Fee Payments.

(1) Company Audit. At the request of the Town, every three (3) years commencing at the end of the third calendar year of the Term of this Franchise, the Company shall conduct an internal audit, in accordance with the Company's auditing principles and policies that are applicable to electric utilities that are developed in accordance with the Institute of Internal Auditors, to investigate and determine the correctness of the Franchise Fees paid to the Town. Such audit shall be limited to the previous three (3) calendar years. Within a reasonable period of time after the audit, the Company shall provide a written report to the Town Manager or the Manager's designee containing the audit findings and summarizing the audit procedures.

(2) Town Audit. If the Town disagrees with the results of the Company's audit, and if the parties are not able to informally resolve their differences, the Town may conduct its own audit at its own expense, in accordance with generally accepted auditing principles applicable to electric utilities that are developed in accordance with Institute of Internal Auditors, and the Company shall cooperate fully by providing the Town's auditor with non-confidential information that would be required to be disclosed under applicable state sales and use tax laws.

(3) Underpayments. If the results of a Town audit conducted pursuant to Subsection 4.2.C(2) concludes that the Company has underpaid the Town by two percent (2%) or more, in addition to the obligation to pay such amounts to the Town, the Company shall also pay all reasonable costs of the Town's audit. The Company shall not be required to pay the costs of the Town's audit when the underpayment is caused by errors in information provided by an entity certified by the Colorado Department of Revenue as a "hold harmless entity" or other similar entity recognized by the Colorado Department of Revenue.

D. Fee Disputes. Either party may challenge any written notification of error as provided for in Section 4.2.B of this Franchise by filing a written notice to the other party within thirty (30) days of receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party's notice. The parties shall make good faith efforts to resolve any such notice of error before initiating any formal legal proceedings for the resolution of such error.

§4.3 Franchise Fee Payment Not in Lieu of Permit or Other Fees. Payment of the Franchise Fee by Company to the Town does not exempt the Company from any other lawful tax or fee imposed generally upon persons doing business within the Town, except that the Franchise Fee provided for herein shall be in lieu of any occupation, occupancy or similar tax or fee for the Company's use of Town Streets, Public Utility Easements or Other Town Property under the terms set forth in this Franchise.

ARTICLE 5 ADMINISTRATION OF FRANCHISE

§5.1 Town Designee. The Town Manager shall designate in writing to the Company an official or officials having full power and authority to administer this Franchise ("Town Designee")

or “Town Designees”). The Town Clerk may also designate one or more Town representatives to act as the primary liaison with the Company as to particular matters addressed by this Franchise and shall provide the Company with the names and telephone numbers of said Town Designees. The Town Clerk may change these designations by providing written notice to the Company. The Town’s Designees shall have the right, at all reasonable times and with reasonable notice to the Company, to inspect any Company Facilities in Town Streets and Other Town Property.

§5.2 Company Designee. The Company shall designate a representative to act as the primary liaison with the Town and shall provide the Town with the name, address, and telephone number for the Company’s representative under this Franchise (“Company Designee”). The Company may change its designation by providing written notice to the Town. The Town shall use the Company Designee to communicate with the Company regarding Utility Service and related service needs for Town facilities.

§5.3 Coordination of Work.

A. The Company agrees to coordinate with the Town its activities in Town Streets and Other Town Property located within the Town. The Town and the Company will meet up to twice annually upon the written request of the Town designee to exchange their respective short-term and long-term forecasts and/or work plans for construction and other similar work which may affect Town Streets, including but not limited to any planned Town Streets paving projects. The Town and Company shall hold such additional meetings as either deems necessary to exchange additional information with a view toward coordinating their respective activities in those areas where such coordination may prove beneficial and so that the Town will be assured that all applicable provisions of this Franchise, applicable building and zoning codes, and applicable Town air and water pollution regulations are complied with, and that aesthetic and other relevant planning principles have been given due consideration.

B. In addition to the foregoing meetings, the Company and the Town agree to use good-faith efforts to provide notice to one another whenever: (a) the Company initiates plans to significantly upgrade its infrastructure within the Town, including the replacement of utility poles and overhead lines; (b) third party applicants within the Town initiate private land uses and projects requiring a significant installation of utility infrastructure; or (c) the Town initiates a Project that requires significant upgrades to future electric utility development by the Company, in order to allow for mutual Town and Company input and consultation for beneficial coordination of activities.

ARTICLE 6 SUPPLY, CONSTRUCTION, AND DESIGN

§6.1 Purpose. The Company acknowledges the critical nature of the municipal services performed or provided by the Town to the Residents that require the Company to provide prompt and reliable Utility Service and the performance of related services for Town facilities. The Town and the Company wish to provide for certain terms and conditions under which the Company will provide Utility Service and perform related services for the Town in order to facilitate and enhance the operation of Town facilities. They also wish

to provide for other processes and procedures related to the provision of Utility Service to the Town.

§6.2 Supply. Subject to the jurisdiction of the PUC, the Company shall take all reasonable and necessary steps to provide a sufficient supply of electricity to Residents at the lowest reasonable cost consistent with reliable supplies.

§6.3 Charges to the Town for Service to Town Facilities. No charges to the Town by the Company for Utility Service shall exceed the lowest charge for similar service or supplies provided by the Company to any other similarly situated customer of the Company. The parties acknowledge the jurisdiction of the PUC over the Company's regulated intrastate electric rates. All charges to the Town shall be in accord with the Tariffs.

§6.4 Restoration of Service.

A. Notification. The Company shall provide to the Town daytime and nighttime telephone numbers of a Company Designee from whom the Town may obtain status information from the Company on a twenty-four (24) hour basis concerning interruptions of Utility Service in any part of the Town.

B. Restoration. In the event the Company's electric system within the Town, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore such systems to satisfactory service within the shortest practicable time, or provide a reasonable alternative to such system if the Company elects not to restore such system.

§6.5 Obligations Regarding Company Facilities.

A. Company Facilities. All Company Facilities within Town Streets and Other Town Property shall be maintained in good repair and condition.

B. Company Work within the Town. All work within Town Streets and Other Town Property performed or caused to be performed by the Company shall be performed:

- (1) in a high-quality manner that is in accordance with Industry Standards;
- (2) in a timely and expeditious manner;
- (3) in a manner that reasonably minimizes inconvenience to the public;
- (4) in a cost-effective manner, which may include the use of qualified contractors; and
- (5) in accordance with all applicable Town laws, ordinances and regulations.

C. No Interference with Town Facilities. Company Facilities shall not unreasonably interfere with any Town facilities, including without limitation water facilities, sanitary or storm sewer facilities, communications facilities, or other Town uses of the Streets, Public Utility Easements or Other Town Property. Company Facilities shall be installed and

maintained in Town Streets and Other Town Property so as to reasonably minimize interference with other property, trees, and other improvements and natural features in and adjoining the Streets and Other Town Property in light of the Company's obligation under Colorado law to provide safe and reliable utility facilities and services.

D. Permit and Inspection. The installation, renovation, and replacement of any Company Facilities in the Town Streets or Other Town Property by or on behalf of the Company shall be subject to permit, inspection and approval by the Town in accordance with applicable Town laws. Such permitting, inspection and approval may include, but shall not be limited to, the following matters: location of Company Facilities, cutting and pruning of trees and shrubs and disturbance of pavement, sidewalks and surfaces of Town Streets or Other Town Property; provided, however, the Company shall have the right to cut, prune, and/or remove vegetation in accordance with its standard vegetation management requirements and procedures. The Company agrees to cooperate with the Town in conducting inspections and pursuant to any such inspection shall promptly perform any remedial action lawfully required by the Town that is consistent with Industry Standards.

E. Compliance. Subject to the provisions of Section 3.3 above, the Company and all of its contractors shall comply with the requirements of all applicable municipal laws, ordinances, regulations, rules, permits, and standards lawfully adopted, including but not limited to requirements of all building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities. The Company shall use commercially reasonable efforts to require that its contractors working in Town Streets and Other Town Property hold the necessary licenses and permits required by law.

§6.6 As-Built Drawings. Within thirty (30) days after written request of the Town designee, but no sooner than fourteen (14) days after project completion, the Company shall commence its internal process to permit the Company to provide, on a project by project basis, as-built drawings of any Company Facility installed within the Town Streets or contiguous to the Town Streets. The Company shall provide the requested documents no later than forty-five (45) days after it commences its internal process. If the requested information must be limited or cannot be provided pursuant to regulatory requirements or Company data privacy policies, the Company shall promptly notify the Town of such restrictions. The Town reserves the right to challenge the Company's position. The Town acknowledges that the requested as-built drawings are confidential information of the Company and the Company asserts that disclosure to members of the public would be contrary to the public interest. Accordingly, the Town shall deny the right of inspection of the Company's confidential information as set forth in §24-72-204(3)(a)(IV) C.R.S., as may be amended from time to time (the "Open Records Act"). If an Open Records Act request is made by any third party for as-built drawings that the Company has provided to the Town pursuant to this Franchise, the Town will immediately notify the Company of the request and shall allow the Company to defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such information. In any such legal action the Company shall join the person requesting the information and the Town. In no circumstance shall the Town provide to any third-party as-built drawings provided by the Company pursuant to this Franchise without first conferring with the Company. Provided the Town complies with the terms of this Section, the Company shall

defend, indemnify and hold the Town harmless from any claim, judgment, costs or attorney fees incurred in participating in such proceeding. As used in this Section, as-built drawings refers to the facility drawings as maintained in the Company's business records and shall not include information maintained in the Company's geographical information system. The Company shall not be required to create drawings or data that do not exist at the time of the request.

- §6.7 Excavation and Construction. Subject to Section 3.3, the Company shall be responsible for obtaining, paying for (if applicable), and complying with all applicable permits, including but not limited to excavation, street closure, and street cut permits in the manner required by the laws, ordinances, and regulations of the Town. Although the Company shall be responsible for obtaining and complying with the terms of such permits when performing Relocations requested by the Town under Section 6.9 of this Franchise Agreement, and undergrounding requested by the Town under Article 11 of this Franchise, the Town will not require the Company to pay the fees charged for such permits. Upon the Company submitting a construction design plan, the Town shall promptly and fully advise the Company in writing of all requirements for the restoration of Town Streets in advance of Company excavation projects in Town Streets, based upon the design submitted, if the Town's restoration requirements are not addressed in publicly available standards.
- §6.8 Restoration. Subject to the provisions of Section 6.5.D of this Franchise Agreement, when the Company performs any work in or affecting the Town Streets or Other Town Property, it shall, at its own expense, promptly remove any obstructions placed thereon or therein by the Company and within a reasonable period of time restore at the Company's expense such Town Streets or Other Town Property to a condition that is substantially the same as existed before the work, and that meets applicable Town standards. If weather or other conditions do not permit the complete restoration required by this Section, the Company may with the approval of the Town, temporarily restore the affected Town Streets or Other Town Property, provided that such temporary restoration is not at the Town's expense and provided further that the Company promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Upon the request of the Town, the Company shall restore the Streets or Other Town Property to a better condition than existed before the Company work was undertaken, provided that the Town shall be responsible for any incremental costs of such restoration not required by then-current Town standards, and provided the Town seeks and/or grants, as applicable, any additional required approvals. If the Company fails to promptly restore the Town Streets or Other Town Property as required by this Section, and if, in the reasonable discretion of the Town, immediate action is required for the protection of public health, safety or welfare, the Town may restore such Streets or Other Town Property or remove the obstruction therefrom; provided however, Town actions do not interfere with the operation, safety and integrity of Company Facilities. The Company shall be responsible for the actual cost incurred by the Town to restore such Town Streets or Other Town Property or to remove any obstructions therefrom. In the course of its restoration of Town Streets or Other Town Property under this Section, the Town shall not perform work on Company Facilities unless specifically authorized by the Company in writing on a project-by-project basis and subject to the terms and conditions agreed to in such authorization.

§6.9 Relocation of Company Facilities.

A. Relocation Obligation. The Company shall temporarily or permanently relocate, change or alter the position of any Company Facility (collectively, “Relocate(s),” “Relocation(s)” or “Relocated”) in Town Streets or in Other Town Property at no cost or expense to the Town whenever such Relocation is necessary for the completion of any Public Project. In the case of Relocation that is necessary for the completion of any Public Project in a Public Utility Easement that is not in a Town Street or Other Town Property, the Company shall not be responsible for any Relocation costs. In the event of any Relocation contemplated pursuant to this Section 6.9.A, the Company and the Town agree to cooperate on the location and Relocation of the Company Facilities in the Town Streets or Other Town Property in order to achieve Relocation in the most efficient and cost-effective manner possible. Notwithstanding the foregoing, once the Company has Relocated any Company Facility at the Town’s direction, if the Town requests that the same Company Facility be Relocated within two (2) years, the subsequent Relocation shall not be at the Company’s expense. Nothing provided herein shall prevent the Company from recovering its Relocation costs from third parties.

B. Private Projects. Subject to Section 6.9.F, the Company shall not be responsible for the expenses of any Relocation required by Private Projects, and the Company has the right to require the payment of estimated Relocation expenses from the party causing, or responsible for, the Relocation before undertaking the Relocation.

C. Relocation Performance. The Relocations set forth in Section 6.9.A of this Franchise shall be completed within a reasonable time, not to exceed one hundred twenty (120) days from the later of the date on which the Town designee requests, in writing, that the Relocation commence, or the date when the Company is provided all Supporting Documentation. The Company shall notify the Town within twenty (20) days of receipt of the request if the Supporting Documentation is insufficient to complete the project. The Company shall receive an extension of time to complete a Relocation where the Company’s performance was delayed due to a Force Majeure Event or the failure of the Town to provide adequate Supporting Documentation. The Company has the burden of presenting evidence to reasonably demonstrate the basis for the delay. Upon written request of the Company, the Town may also grant the Company reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

D. Town Revision of Supporting Documentation. Any revision by the Town of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding Company Facility Relocation shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.

E. Completion. Each such Relocation shall be complete only when the Company actually Relocates the Company Facilities, restores the Relocation site in accordance with Section 6.9.A of this Franchise or as otherwise agreed with the Town, and removes from the site or properly abandons on site all unused Company Facilities, equipment, material and other impediments. “Unused” for the purposes of this Franchise shall mean that the Company is no longer using the Company Facilities in question and has no plans to use the

Company Facilities in the foreseeable future. Any abandonment of Company Facilities as contemplated in this section shall comply with Industry Standards.

F. Scope of Obligation. Notwithstanding anything to the contrary in this Franchise, the Company shall not be required to Relocate any Company Facilities from property (a) owned by the Company in fee; or (b) in which the Company has a property right, grant or interest, including without limitation an easement, but excluding Public Utility Easements, which are addressed in Section 6.9.A.

G. Underground Relocation. Underground Company Facilities shall be Relocated underground. Above ground Company Facilities shall be Relocated above ground unless the Company is paid for the incremental amount by which the underground cost would exceed the above ground cost of Relocation, or the Town requests that such additional incremental cost be paid out of available funds under Article 11 of this Franchise.

H. Coordination.

(1) When requested in writing by the Town designee or the Company, representatives of the Town and the Company shall meet to share information regarding anticipated projects which will require Relocation of Company Facilities in Town Streets and Other Town Property. Such meetings shall be for the purpose of minimizing conflicts where possible and to facilitate coordination with any reasonable timetable established by the Town for any Public Project.

(2) The Town shall make reasonable best efforts to provide the Company with one (1) years advance notice of any planned Street repaving. The Company shall make reasonable best efforts to complete any necessary or anticipated repairs or upgrades to Company Facilities that are located in the Streets within the one-year period if practicable.

I. Proposed Alternatives or Modifications. Upon receipt of written notice of a required Relocation, the Company may propose an alternative to or modification of the Public Project requiring the Relocation in an effort to mitigate or avoid the impact of the required Relocation of Company Facilities. The Town shall in good faith review the proposed alternative or modification. The acceptance of the proposed alternative or modification shall be at the discretion of the Town. In the event the Town accepts the proposed alternative or modification, the Company agrees to promptly compensate the Town for all additional costs, expenses or delay that the Town reasonably determines resulted from the implementation of the proposed alternative.

§6.10 New or Modified Service Requested by Town. The conditions under which the Company shall install new or modified Utility Service or Company Facilities to the Town as a customer shall be governed by the Company's Tariffs.

§6.11 Service to New Areas. If the territorial boundaries of the Town are expanded during the term of this Franchise, the Company shall, to the extent permitted by law, extend service to Residents in the expanded area at the earliest practicable time provided the expanded area is within the Company's PUC-certificated service territory. Service to the expanded

area shall be in accordance with the terms of the Tariffs and this Franchise, including the payment of Franchise Fees.

- §6.12 Town Not Required to Advance Funds if Permitted by Tariffs. Upon receipt of the Town's authorization for billing and construction, the Company shall install Company Facilities to provide Utility Service to the Town as a customer, without requiring the Town to advance funds prior to construction. The Town shall pay for the installation of Company Facilities once completed in accordance with the Tariffs. Notwithstanding anything to the contrary, the provisions of this Section allowing the Town to not advance funds prior to construction shall only apply to the extent permitted by the Tariffs. The parties agree that as of the date of execution of this Agreement, Company Electric Tariff Sheet R120, R167 and R175 governs the terms of installation of Company Facilities for the Town and allows installation of Company Facilities without the Town advancing funds prior to construction.
- §6.13 Technological Improvements. The Company shall use its best efforts to incorporate, as soon as practicable, technological advances in its equipment and service within the Town when such advances are technically and economically feasible and are safe and beneficial to the Town and its Residents.

ARTICLE 7 RELIABILITY

- §7.1 Reliability. The Company shall operate and maintain Company Facilities efficiently and economically, in accordance with Industry Standards, and in accordance with the standards, systems, methods and skills consistent with the provision of adequate, safe and reliable Utility Service.
- §7.2 Franchise Performance Obligations. The Company recognizes that, as part of its obligations and commitments under this Franchise, the Company shall carry out each of its performance obligations in a timely, expeditious, efficient, economical and workmanlike manner.
- §7.3 Reliability Reports. Upon written request, the Company shall provide the Town with a report regarding the reliability of Company Facilities and Utility Service.

ARTICLE 8 COMPANY PERFORMANCE OBLIGATIONS

- §8.1 New or Modified Service to Town Facilities. In providing new or modified Utility Service to Town facilities, the Company agrees to perform as follows:
- A. Performance. The Company shall complete each project requested by the Town within a reasonable time. The parties agree that a reasonable time shall not exceed one hundred eighty (180) days from the date upon which the Town designee makes a written request and provides the required Supporting Documentation for all Company Facilities other than traffic facilities. The Company shall be entitled to an extension of time to complete a project where the Company's performance was delayed due to a Force Majeure Event. Upon request of the Company, the Town designee may also grant the Company

reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

B. Town Revision of Supporting Documentation. Any revision by the Town of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or substantially change its plans regarding new or modified service to Town facilities shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.

C. Completion/Restoration. Each such project shall be complete only when the Company actually provides the service installation or modification required, restores the project site in accordance with the terms of this Franchise or as otherwise agreed with the Town and removes from the site or properly abandons on site any unused Company Facilities, equipment, material and other impediments.

§8.2 Adjustments to Company Facilities. The Company shall perform adjustments to Company Facilities that are consistent with Industry Standards, including manhole rings and other appurtenances in Streets and Other Town Property, to accommodate Town Street maintenance, repair and paving operations at no cost to the Town. In providing such adjustments to Company Facilities, the Company agrees to perform as follows:

A. Performance. The Company shall complete each requested adjustment within a reasonable time, not to exceed thirty (30) days from the date upon which the Town makes a written request and provides to the Company all information reasonably necessary to perform the adjustment. The Company shall be entitled to an extension of time to complete an adjustment where the Company's performance was delayed due to a Force Majeure Event. Upon request of the Company, the Town may also grant the Company reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

B. Completion/Restoration. Each such adjustment shall be complete only when the Company actually adjusts and, if required, readjusts, Company Facilities to accommodate Town operations in accordance with Town instructions following Town street maintenance, repair, or paving operations.

C. Coordination. As requested by the Town or the Company, representatives of the Town and the Company shall meet regarding anticipated Street maintenance operations which will require such adjustments to Company Facilities in Streets or Other Town Property. Such meetings shall be for the purpose of coordinating and facilitating performance under this Section.

§8.3 Third Party Damage Recovery.

A. Damage to Company Facilities. If any individual or entity damages any Company Facilities, to the extent permitted by law the Town will notify the Company of any such incident of which it has knowledge and will provide to the Company within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

B. Damage to Company Facilities for which the Town is Responsible. If any individual or entity damages any Company Facilities for which the Town is obligated to reimburse the Company for the cost of the repair or replacement of the damaged facility, to the extent permitted by law, the Company will notify the Town of any such incident of which it has knowledge and will provide to the Town within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

C. Meeting. The Company and the Town agree to meet periodically upon written request of either party for the purpose of developing, implementing, reviewing, improving and/or modifying mutually beneficial procedures and methods for the efficient gathering and transmittal of information useful in recovery efforts against third parties for damaging Company Facilities.

ARTICLE 9 BILLING AND PAYMENT

§9.1 Billing for Utility Services.

A. Monthly Billing. Unless otherwise provided in the Tariffs, the rules and regulations of the PUC, or the Public Utilities Law, the Company shall render bills monthly to the offices of the Town for Utility Service and other related services for which the Company is entitled to payment.

B. Address for Billing. Billings for service rendered during the preceding month shall be sent to the person(s) designated by the Town and payment for same shall be made as prescribed in this Franchise and the applicable Tariffs.

C. Supporting Documents. To the extent requested by the Town, the Company shall provide all billings and any underlying Supporting Documentation reasonably requested by the Town in an editable and manipulatable electronic format that is acceptable to the Company and the Town.

D. Annual Meetings. The Company agrees to meet with the Town designee at least annually for the purpose of developing, implementing, reviewing, and/or modifying mutually beneficial and acceptable billing procedures, methods, and formats which may include, without limitation, electronic billing and upgrades or beneficial alternatives to the Company's current most advanced billing technology, for the efficient and cost effective rendering and processing of such billings submitted by the Company to the Town.

§9.2 Payment to Town. In the event the Town determines after written notice to the Company that the Company is liable to the Town for payments, costs, expenses or damages of any nature, and subject to the Company's right to challenge such determination, the Town may deduct all monies due and owing the Town from any other amounts currently due and owing the Company. Upon receipt of such written notice, the Company may request a meeting between the Company's designee and a designee of the Town to discuss such determination. The Town agrees to attend such a meeting. As an alternative to such deduction and subject to the Company's right to challenge, the Town may bill the Company

for such assessment(s), in which case, the Company shall pay each such bill within thirty (30) days of the date of receipt of such bill unless it challenges the validity of the charge. If the Company challenges the Town determination of liability, the Town shall make such payments to the Company for Utility Service received by the Town pursuant to the Tariffs until the challenge has been finally resolved.

ARTICLE 10 USE OF COMPANY ELECTRIC DISTRIBUTION POLES

- §10.1 Town Use of Company Electric Distribution Poles. The Town shall be permitted to make use of Company electric distribution poles in the Town, subject to the Tariffs, without a use fee for the placement of Town equipment or facilities necessary to serve a legitimate police, fire, emergency, public safety or traffic control purpose. The Town shall notify the Company in advance and in writing of its intent to use Company's electric distribution poles, and the nature of such use, unless it is impracticable to provide such advance notice because of emergency circumstances, in which event the Town shall provide such notice as soon as practicable. The Town shall be responsible for costs associated with modifications to Company electric distribution poles to accommodate the Town's use of such Company electric distribution poles and for any electricity used. No such use of Company electric distribution poles may occur if it would constitute a safety hazard or would interfere with the Company's use of Company Facilities. Any such Town use must comply with the National Electric Safety Code, Industry Standards, and all other applicable laws, rules and regulations.
- §10.2 Third Party Use of Company Electric Distribution Poles. If requested in writing by the Town, the Company may allow other companies who hold franchises, or otherwise have obtained consent from the Town to use the Streets, to utilize Company electric distribution poles in Town Streets and Other Town Property, subject to the Tariffs, for the placement of their facilities upon approval by the Company and agreement upon reasonable terms and conditions, including the payment of fees established by the Company. No such use shall be permitted if it would constitute a safety hazard or would interfere with the Company's use of Company Facilities. The Company shall not be required to permit the use of Company electric distribution poles for the provision of utility service except as otherwise required by law.
- §10.3 Town Use of Company Transmission Rights-of-Way. The Company shall offer to grant to the Town use of transmission rights-of-way which it now, or in the future, owns in fee within the Town for trails, parks and open space on terms comparable to those offered to other municipalities; provided, however, that the Company shall not be required to make such an offer in any circumstance where such use would constitute a safety hazard or would interfere with the Company's use of the transmission right-of-way. In order to exercise this right, the Town must make specific, advance written request to the Company for any such use and must enter such written agreements as the Company may reasonably require.
- §10.4 Emergencies. Upon written request, the Company shall assist the Town in developing an emergency management plan that is consistent with Company policies. The Town and the Company shall work cooperatively with each other in any emergency or disaster situation to address the emergency or disaster.

ARTICLE 11
UNDERGROUNDING OF OVERHEAD ELECTRIC DISTRIBUTION LINES

§11.1 Underground Electrical Lines in New Areas. Upon payment to the Company of the charges provided in the Tariffs or their equivalent, the Company shall place all newly constructed electrical distribution lines in newly developed areas of the Town underground in accordance with applicable laws, regulations and orders of the Town. Such underground construction shall be consistent with Industry Standards.

§11.2 Underground Conversion at Expense of Company.

A. Underground Conversion Program. The Company shall budget and allocate an annual amount, equivalent to one percent (1%) of the preceding year's Electric Gross Revenues, for the purpose of undergrounding its existing overhead electric distribution lines located in Town Streets (excluding alleys and access easements) and Other Town Property within the Town, as may be requested by the Town Designee (the "Underground Program"), so long as the underground conversion does not result in end use customers of the Company incurring any costs related to the conversion and does not require the Company to obtain any additional land use rights. If the Town requires Relocation of overhead electric distribution lines in the Streets and Other Town Property and the Company determines that there is not adequate room within the Streets and Other Town Property to relocate the distribution lines overhead, the Company may relocate the lines underground and may charge the cost of undergrounding to the Underground Program.

B. Unexpended Portion and Advances. Any unexpended portion of the Underground Program fund that is unused within a calendar year shall be carried over to succeeding years within the term of the Franchise Agreement and, in addition, upon request by the Town, the Company agrees to advance and expend amounts anticipated to be available under the preceding paragraph for up to three (3) years in advance provided at least three (3) years remain before the expiration or termination of this Franchise Agreement. During the last three (3) years of this Franchise Agreement, upon request by the Town, the Company may advance and expend amounts anticipated to be available during the remaining term of this Franchise Agreement under the preceding paragraph on a project by project basis in the Company's sole discretion. Any amounts so advanced shall be credited against amounts to be expended in succeeding years. Any funds left accumulated in the Underground Program under any prior Franchise shall be carried over to this Franchise. Notwithstanding the foregoing, the Town shall have no vested interest in monies allocated to the Underground Program and any monies in the Underground Program not expended at the expiration or termination of this Franchise shall remain the property of the Company. At the expiration or termination of this Franchise, the Company shall not be required to underground any existing overhead electric distribution lines pursuant to this Article, but may do so in its sole discretion.

C. System-wide Undergrounding. If, during the term of this Franchise, the Company should receive authority from the PUC to undertake a system-wide program or programs of undergrounding its electric distribution lines system wide, the Company will budget and allocate to the program of undergrounding in the Town such amount as may be determined

and approved by the PUC, but in no case shall such amount be less than the one percent (1%) of annual Electric Gross Revenues provided above.

D. Town Requirement to Underground. In addition to the provisions of this Article, the Town may require any above ground Company electric distribution lines in Streets and Other Town Property to be moved underground at the Town's expense.

§11.3 Undergrounding Performance. Upon receipt of a written request from the Town, the Company shall underground Company electric distribution lines pursuant to the provisions of this Article, in accordance with the procedures set forth in this Section.

A. Estimates. Promptly upon receipt of an undergrounding request from the Town and the Supporting Documentation necessary for the Company to design the undergrounding project, the Company shall prepare a detailed, good faith cost estimate of the anticipated actual cost of the requested project for the Town to review and, if acceptable to the Town, the Town will issue a project authorization. At the Town's request, the Company will provide all documentation that forms the basis of the estimate that is not confidential or proprietary. The Company will not proceed with any requested project until the Town has provided a written acceptance of the Company's estimate.

B. Performance. The Company shall complete each undergrounding project requested by the Town within a reasonable time considering the size and scope of each project, not to exceed two hundred forty (240) days from the later of the date upon which the Town designee makes a written request or the date the Town provides to the Company all required Supporting Documentation. The Company shall have one hundred twenty (120) days after receiving the Town's written request or Supporting Documentation (whichever is later received) to design project plans, prepare the good faith estimate, and transmit same to the Town designee for review. If Town approval of the plans and estimate has not been granted, the Company's good faith estimate will be void sixty (60) days after delivery of the plans and estimate to the Town designee. If the plans and estimate are approved by the Town, the Company shall have one hundred twenty (120) days to complete the project, from the date of the Town designee's authorization of the underground project, plus any of the one hundred twenty (120) unused days in preparing the good faith estimate. At the Company's sole discretion, if the good faith estimate has expired because the Town designee has not approved the same within sixty (60) days, the Company may extend the good faith estimate or prepare a new estimate using current prices. The Company shall be entitled to an extension of time to complete each undergrounding project where the Company's performance was delayed due to a Force Majeure Event. Upon written request of the Company, the Town may also grant the Company reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

C. Town Revision of Supporting Documentation. Any revision by the Town of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding an undergrounding project shall be deemed good cause for a reasonable extension of time to complete the undergrounding project under this Franchise.

D. Completion/Restoration. Each such undergrounding project undertaken pursuant to this Article shall be complete only when the Company actually undergrounds the designated Company electric distribution lines and restores the undergrounding site in accordance with Section 6.7 of this Franchise, or as otherwise agreed with the Town. When performing underground conversions of overhead distribution lines, the Company shall make reasonable efforts consistent with its contractual obligations to persuade joint users of Company distribution poles to remove their facilities from such poles within the time allowed by this Article.

E. Report of Actual Costs. Upon completion of each undergrounding project undertaken pursuant to this Article, the Company shall submit to the Town a detailed report of the Company's actual cost to complete the project and the Company shall reconcile this total actual cost with the accepted cost estimate. The report shall be provided within one hundred twenty (120) days after completion of the project and written request from the Town.

F. Audit of Underground Projects. The Town may require the Company to undertake an independent audit of up to two (2) undergrounding projects in any calendar year. The Town shall make any such request in writing within one hundred twenty (120) days of receipt of the report of actual costs, as referenced in Section 11.3.E of this Franchise Agreement. Such audits shall be limited to projects completed within the twelve (12) month period before the date when the audit is requested. The cost of any such independent audit shall reduce the amount of the Underground Program balance. The Company shall cooperate fully with any audit and the independent auditor shall prepare and provide to the Town and the Company a final audit report showing the actual costs associated with completion of the project. If a project audit is required by the Town, only those actual project costs confirmed and verified by the independent auditor as reasonable and necessary to complete the project shall be charged against the Underground Program balance.

§11.4 Audit of Underground Program. Upon written request, every three (3) years commencing at the end of the third calendar year of this Franchise, the Company shall cause an independent auditor to investigate and determine the correctness of the charges to the Underground Program. Such audits shall be limited to the previous three (3) calendar years. Audits performed pursuant to this Section shall be limited to charges to the Underground Program and shall not include an audit of individual underground projects. The independent auditor shall provide to the Town and the Company a written report containing its findings. The Company shall reconcile the Underground Program balance consistent with the findings contained in the independent auditor's written report. The costs of the audit and investigation shall be charged against the Underground Program balance.

§11.5 Cooperation with Other Utilities. When undertaking an undergrounding project the Town and the Company shall coordinate with other utilities or companies that have their facilities above ground to attempt to have all facilities undergrounded as part of the same project. When other utilities or companies are placing their facilities underground, to the extent the Company has received prior written notification, the Company shall cooperate with these utilities and companies and undertake to underground Company Facilities as part of the same project where financially, technically and operationally feasible. The Company shall

not be required to pay for any costs of undergrounding the facilities of other companies or the Town.

§11.6 Planning and Coordination of Undergrounding Projects. The Town and the Company shall mutually plan in advance the scheduling of undergrounding projects to be undertaken according to this Article as a part of the review and planning for other Town and Company construction projects. The Town and the Company agree to meet, as required, to review the progress of the current undergrounding projects and to review planned future undergrounding projects. The purpose of such meetings shall be to further cooperation between the Town and the Company in order to achieve the orderly undergrounding of Company Facilities. Representatives of both the Town and the Company shall meet periodically to review the Company's undergrounding of Company Facilities and at such meetings shall review:

A. Undergrounding, including conversions, Public Projects and replacements that have been accomplished or are underway, together with the Company's plans for additional undergrounding; and

B. Public Projects anticipated by the Town.

ARTICLE 12 PURCHASE OR CONDEMNATION

§12.1 Municipal Right to Purchase or Condemn.

A. Right and Privilege of Town. The right and privilege of the Town to construct, own and operate a municipal utility, and to purchase pursuant to a mutually acceptable agreement or condemn any Company Facilities located within the territorial boundaries of the Town, and the Company's rights in connection therewith, as set forth in applicable provisions of the constitution, statutes and case law of the State of Colorado relating to the acquisition of public utilities, are expressly recognized. The Town shall have the right, within the time frames and in accordance with the procedures set forth in such provisions, to condemn Company Facilities, land, rights-of-way and easements now owned or to be owned by the Company located within the territorial boundaries of the Town. In the event of any such condemnation, no value shall be ascribed or given to the right to use Town Streets or Other Town Property granted under this Franchise in the valuation of the property thus condemned.

B. Notice of Intent to Purchase or Condemn. The Town shall provide the Company no less than one (1) year's prior written notice of its intent to purchase or condemn Company Facilities. Nothing in this Section shall be deemed or construed to constitute a consent by the Company to the Town's purchase or condemnation of Company Facilities, nor a waiver of any Company defenses or challenges related thereto.

**ARTICLE 13
MUNICIPALLY PRODUCED UTILITY SERVICE**

§13.1 Municipally Produced Utility Service.

A. Town Reservation. The Town expressly reserves the right to engage in the production of utility service to the extent permitted by law. The Company agrees to negotiate in good faith long term contracts to purchase Town-generated power made available for sale, consistent with PUC requirements and other applicable requirements. The Company further agrees to offer transmission and delivery services to the Town that are required by judicial, statutory and/or regulatory directive and that are comparable to the services offered to any other customer with similar generation facilities.

B. Franchise Not to Limit Town's or Company's Rights. Nothing in this Franchise prohibits the Town from becoming an aggregator of utility service or from selling utility service to customers should it be permissible under law, nor does it affect the Company's rights and obligations pursuant to any Certificate of Public Convenience and Necessity granted by the PUC.

**ARTICLE 14
ENVIRONMENT AND CONSERVATION**

§14.1 Environmental Leadership. The Town and the Company agree that sustainable development, environmental excellence and innovation shall form the foundation of the Utility Service provided by the Company under this Franchise. The Company agrees to continue to actively pursue reduction of carbon emissions attributable to its electric generation facilities with a rigorous combination of Energy Conservation and Energy Efficiency measures, Clean Energy measures, and promoting and implementing the use of Renewable Energy Resources on both a distributed and centralized basis. The Company shall continue to cost-effectively monitor its operations to mitigate environmental impacts; shall meet the requirements of environmental laws, regulations and permits; shall invest in cost-effective, environmentally sound technologies; shall consider environmental issues in its planning and decision making; and shall support environmental research and development projects and partnerships in our communities through various means, including but not limited to corporate giving and employee involvement. The Company shall continue to explore ways to reduce water consumption at its facilities and to use recycled water where feasible. The Company shall continue to work with the U.S. Fish and Wildlife Service to develop and implement avian protection plans to reduce electrocution and collision risks by eagles, raptors and other migratory birds with transmission and distribution lines. If requested in writing by the Town on or before December 1st of each year, the Company shall provide the Town a written report describing its progress in carbon reduction and other environmental efforts, and the parties shall meet at a mutually convenient time and place for a discussion of such. In meeting its obligation under this Section, the Company is not precluded from providing existing internal and external reports that may be used for other reporting requirements.

§14.2 Conservation. The Town and the Company recognize and agree that Energy Conservation programs offer opportunities for the efficient use of energy and possible reduction of

energy costs. The Town and the Company further recognize that creative and effective Energy Conservation solutions are crucial to sustainable development. The Company recognizes and shares the Town's stated objectives to advance the implementation of cost-effective Energy Efficiency and Energy Conservation programs that direct opportunities to Residents to manage more efficiently their use of energy and thereby create the opportunity to reduce their energy bills. The Company commits to offer programs that attempt to capture market opportunities for cost-effective Energy Efficiency improvements such as municipal specific programs that provide cash rebates for efficient lighting, energy design programs to assist architects and engineers to incorporate Energy Efficiency in new construction projects, and recommissioning programs to analyze existing systems to optimize performance and conserve energy according to current and future demand side management ("DSM") programs. In doing so, the Company recognizes the importance of (i) implementing cost-effective programs, the benefits of which would otherwise be lost if not pursued in a timely fashion; and (ii) developing cost-effective programs for the various classes of the Company's customers, including low-income customers. The Company shall advise the Town and its Residents of the availability of assistance that the Company makes available for investments in Energy Conservation through newspaper advertisements, bill inserts and Energy Efficiency workshops and by maintaining information about these programs on the Company's website. Further, at the Town's request, the Company's Area Manager shall act as the primary liaison with the Town who will provide the Town with information on how the Town may take advantage of reducing energy consumption in Town facilities and how the Town may participate in Energy Conservation and Energy Efficiency programs sponsored by the Company. As such, the Company and the Town commit to work cooperatively and collaboratively to identify, develop, implement and support programs offering creative and sustainable opportunities to Company customers and Residents, including low-income customers. The Company agrees to help the Town participate in Company programs and, when opportunities exist to partner with others, such as the State of Colorado, the Company will help the Town pursue those opportunities. In addition, and in order to assist the Town and its Residents' participation in Renewable Energy Resource programs, the Company shall: notify the Town regarding eligible Renewable Energy Resource programs; provide the Town with technical support regarding how the Town may participate in Renewable Energy Resource programs; and advise Residents regarding eligible Renewable Energy Resource programs. Notwithstanding the foregoing, to the extent that any Company assistance is needed to support Renewable Energy Resource Programs that are solely for the benefit of Company customers located within the Town, the Company retains the sole discretion as to whether to incur such costs.

§14.3 Continuing Commitment. It is the express intention of the Town and the Company that the collaborative effort provided for in this Article continue for the entire term of this Franchise. The Town and the Company also recognize, however, that the programs identified in this Article may be for a limited duration and that the regulations and technologies associated with Energy Conservation are subject to change. Given this variability, the Company agrees to maintain its commitment to sustainable development and Energy Conservation for the term of this Franchise by continuing to provide leadership, support and assistance, in collaboration with the Town, to identify, develop, implement and maintain new and

creative programs similar to the programs identified in this Article in order to help the Town achieve its environmental goals.

- §14.4 PUC Approval. Nothing in this Article shall be deemed to require the Company to invest in technologies or to incur costs that it has a good faith belief the PUC will not allow the Company to recover through the ratemaking process.
- §14.5 Sustainability Committee. Any Company representative may participate in the Town's Environmental Board or other sustainability committee by becoming a board or committee member, through the regular processes for appointment to the Town's advisory boards and commissions, as such may be amended from time to time, or by attending its meetings for the purpose of providing information on Company programs and offerings.

ARTICLE 15 TRANSFER OF FRANCHISE

- §15.1 Consent of Town Required. The Company shall not transfer or assign any rights under this Franchise to an unaffiliated third party, except by merger with such third party, or, except when the transfer is made in response to legislation or regulatory requirements, unless the Town approves such transfer or assignment in writing. The Town may impose reasonable conditions upon the transfer, but approval of the transfer or assignment shall not be unreasonably withheld, conditioned or delayed.
- §15.2 Transfer Fee. In order that the Town may share in the value this Franchise adds to the Company's operations, any transfer or assignment of rights granted under this Franchise requiring Town approval, as set forth herein, shall be subject to the condition that the Company shall promptly pay to the Town a transfer fee in an amount equal to the proportion of the Town's then-population provided Utility Service by the Company to the then-population of the City and County of Denver provided Utility Service by the Company multiplied by one million dollars (\$1,000,000.00). Except as otherwise required by law, such transfer fee shall not be recovered from a surcharge placed only on the rates of Residents.

ARTICLE 16 CONTINUATION OF UTILITY SERVICE

- §16.1 Continuation of Utility Service. In the event this Franchise Agreement is not renewed or extended at the expiration of its term or is terminated for any reason, and the Town has not provided for alternative utility service, the Company shall have no obligation to remove any Company Facilities from Streets, Public Utility Easements or Other Town Property or discontinue providing Utility Service unless otherwise ordered by the PUC, and shall continue to provide Utility Service within the Town until the Town arranges for utility service from another provider. The Town acknowledges and agrees that the Company has the right to use Streets, Other Town Property and Public Utility Easements during any such period. The Company further agrees that it will not withhold any temporary Utility Services necessary to protect the public. The Town agrees that in the circumstances of this Article, the Company shall be entitled to monetary compensation as provided in the Tariffs and the Company shall be entitled to collect from Residents and, upon the Town's

compliance with applicable provisions of law, shall be obligated to pay the Town, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount which the Company would have paid as a Franchise Fee as consideration for use of the Town's Streets and Other Town Property. Only upon receipt of written notice from the Town stating that the Town has adequate alternative utility service for Residents and upon order of the PUC shall the Company be allowed to discontinue the provision of Utility Service to the Town and its Residents.

ARTICLE 17 INDEMNIFICATION AND IMMUNITY

- §17.1 Town Held Harmless. The Company shall indemnify, defend and hold the Town harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of or directly arising from the grant of this Franchise, the exercise by the Company of the related rights, but in both instances only to the extent caused by the Company, and shall pay the costs of defense plus reasonable attorneys' fees. The Town shall (a) give prompt written notice to the Company of any claim, demand or lien with respect to which the Town seeks indemnification hereunder; and, (b) unless in the Town's judgment a conflict of interest may exist between the Town and the Company with respect to such claim, demand or lien, shall permit the Company to assume the defense of such claim, demand, or lien with counsel reasonably satisfactory to the Town. If such defense is assumed by the Company, the Company shall not be subject to liability for any settlement made without its consent. If such defense is not assumed by the Company or if the Town determines that a conflict of interest exists, the parties reserve all rights to seek all remedies available in this Franchise against each other. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the Town harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or intentional act or failure to act of the Town or any of its officers, agents or employees or to the extent that the Town is acting in its capacity as a customer of record of the Company.
- §17.2 Immunity. Nothing in this Section or any other provision of this Franchise shall be construed as a waiver of the notice requirements, defenses, immunities and limitations of liability the Town may have under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., *et. seq.*) or of any other defenses, immunities, or limitations of liability available to the Town by law.

ARTICLE 18 BREACH

- §18.1 Change of Tariffs. The Town and the Company agree to take all reasonable and necessary actions to assure that the terms of this Franchise are performed. The Company reserves the right to seek a change in its Tariffs, including but not limited to the rates, charges, terms, and conditions of providing Utility Service to the Town and its Residents, and the Town retains all rights that it may have to intervene and participate in any such proceedings.

§18.2 Breach.

A. Notice/Cure/Remedies. Except as otherwise provided in this Franchise, if a party (the “Breaching Party”) to this Franchise fails or refuses to perform any of the terms or conditions of this Franchise (a “Breach”), the other party (the “Non-Breaching Party”) may provide written notice to the Breaching Party of such Breach. Upon receipt of such notice, the Breaching Party shall be given a reasonable time, not to exceed thirty (30) days in which to remedy the Breach or, if such Breach cannot be remedied in thirty (30) days, such additional time as reasonably needed to remedy the Breach, but not exceeding an additional thirty (30) day period, or such other time as the parties may agree. If the Breaching Party does not remedy the Breach within the time allowed in the notice, the Non-Breaching Party may exercise the following remedies for such Breach:

(1) specific performance of the applicable term or condition to the extent allowed by law; and

(2) recovery of actual damages from the date of such Breach incurred by the Non-Breaching Party in connection with the Breach, but excluding any special, punitive or consequential damages.

B. Termination of Franchise by Town. In addition to the foregoing remedies, if the Company fails or refuses to perform any material term or condition of this Franchise (a “Material Breach”), the Town may provide written notice to the Company of such Material Breach. Upon receipt of such notice, the Company shall be given a reasonable time, not to exceed ninety (90) days in which to remedy the Material Breach or, if such Material Breach cannot be remedied in ninety (90) days, such additional time as reasonably needed to remedy the Material Breach, but not exceeding an additional ninety (90) day period, or such other time as the parties may agree. If the Company does not remedy the Material Breach within the time allowed in the notice, the Town may, in its sole discretion, terminate this Franchise. This remedy shall be in addition to the Town’s right to exercise any of the remedies provided for elsewhere in this Franchise. Upon such termination, the Company shall continue to provide Utility Service to the Town and its Residents (and shall continue to have associated rights and grants needed to provide such service) until the Town makes alternative arrangements for such service and until otherwise ordered by the PUC and the Company shall be entitled to collect from Residents and, upon the Town complying with applicable provisions of law, shall be obligated to pay the Town, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount which the Company would have paid as a Franchise Fee as consideration for use of the Town Streets and Other Town Property. Unless otherwise provided by law, the Company shall be entitled to collect such amount from Residents.

C. Company Shall Not Terminate Franchise. In no event does the Company have the right to terminate this Franchise.

D. No Limitation. Except as provided herein, nothing in this Franchise shall limit or restrict any legal rights or remedies that either party may possess arising from any alleged Breach of this Franchise.

ARTICLE 19 AMENDMENTS

- §19.1 Proposed Amendments. At any time during the term of this Franchise, the Town or the Company may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). However, nothing contained in this Section shall be deemed to require either party to consent to any amendment proposed by the other party.
- §19.2 Effective Amendments. No alterations, amendments or modifications to this Franchise shall be valid unless executed in writing by the parties, which alterations, amendments or modifications shall be adopted with the same formality used in adopting this Franchise, to the extent required by law. Neither this Franchise, nor any term herein, may be changed, modified or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any validity whatsoever. Any amendment of the Franchise shall become effective only upon the approval of the PUC, if such PUC approval is required.

ARTICLE 20 EQUAL OPPORTUNITY

- §20.1 Economic Development. The Company is committed to the principle of stimulating, cultivating and strengthening the participation and representation of persons of color, women and members of other under-represented groups within the Company and in the local business community. The Company believes that increased participation and representation of under-represented groups will lead to mutual and sustainable benefits for the local economy. The Company is committed also to the principle that the success and economic well-being of the Company is closely tied to the economic strength and vitality of the diverse communities and people it serves. The Company believes that contributing to the development of a viable and sustainable economic base among all Company customers is in the best interests of the Company and its shareholders.
- §20.2 Employment.
- A. Programs. The Company is committed to undertaking programs that identify, consider and develop persons of color, women and members of other under-represented groups for positions at all skill and management levels within the Company.
- B. Businesses. The Company recognizes that the Town and the business community in the Town, including women and minority owned businesses, provide a valuable resource in assisting the Company to develop programs to promote persons of color, women and members of under-represented communities into management positions, and agrees to keep the Town regularly advised of the Company's progress by providing the Town a copy of the Company's annual affirmative action report upon the Town's written request.

C. Recruitment. In order to enhance the diversity of the employees of the Company, the Company is committed to recruiting diverse employees by strategies such as partnering with colleges, universities and technical schools with diverse student populations, utilizing diversity-specific media to advertise employment opportunities, internships, and engaging recruiting firms with diversity-specific expertise.

D. Advancement. The Company is committed to developing a world-class workforce through the advancement of its employees, including persons of color, women and members of under-represented groups. In order to enhance opportunities for advancement, the Company will offer training and development opportunities for its employees. Such programs may include mentoring programs, training programs, classroom training and leadership programs.

E. Non-Discrimination. The Company is committed to a workplace free of discrimination based on race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability or any other protected status in accordance with all federal, state or local laws. The Company shall not, solely because of race, creed, color, religion, gender, sexual orientation, marital status, age, military status, national origin, ancestry, or physical or mental disability, refuse to hire, discharge, promote, demote or discriminate in matters of compensation, against any person otherwise qualified.

F. Board of Directors. The Company shall identify and consider women, persons of color and other under-represented groups to recommend for its Board of Directors, consistent with the responsibility of boards to represent the interests of the Shareholders, customers and employees of the Company.

§20.3 Contracting.

A. Contracts. It is the Company's policy to make available to minority and women owned business enterprises and other small and/or disadvantaged business enterprises the maximum practical opportunity to compete with other service providers, contractors, vendors and suppliers in the marketplace. The Company is committed to increasing the proportion of Company contracts awarded to minority and women owned business enterprises and other small and/or disadvantaged business enterprises for services, construction, equipment and supplies to the maximum extent consistent with the efficient and economical operation of the Company.

B. Community Outreach. The Company agrees to maintain and continuously develop contracting and community outreach programs calculated to enhance opportunity and increase the participation of minority and women owned business enterprises and other small and/or disadvantaged business enterprises to encourage economic vitality. The Company agrees to keep the Town regularly advised of the Company's programs.

C. Community Development. The Company shall maintain and support partnerships with local chambers of commerce and business organizations, including those representing predominately minority owned, women owned and disadvantaged businesses, to preserve

and strengthen open communication channels and enhance opportunities for minority owned, women owned and disadvantaged businesses to contract with the Company.

§20.4 Coordination. Town agencies provide collaborative leadership and mutual opportunities or programs relating to Town based initiatives on economic development, employment and contracting opportunity. The Company agrees to review Company programs and mutual opportunities responsive to this Article with these agencies, upon their request, and to collaborate on best practices regarding such programs and coordinate and cooperate with the agencies in program implementation.

ARTICLE 21 MISCELLANEOUS

§21.1 No Waiver. Neither the Town nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.

§21.2 Successors and Assigns. The rights, privileges, and obligations, in whole or in part, granted and contained in this Franchise shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company pursuant to Article 15 of this Franchise. Upon a transfer or assignment pursuant to Article 15, the Company shall be relieved from all liability from and after the date of such transfer, except as otherwise provided in the conditions imposed by the Town in authorizing the transfer or assignment and under state and federal law.

§21.3 Third Parties. Nothing contained in this Franchise shall be construed to provide rights to third parties.

§21.4 Notice. Both parties shall designate from time to time in writing representatives for the Company and the Town who will be the persons to whom notices shall be sent regarding any action to be taken under this Franchise. Notice shall be in writing and forwarded by certified mail, reputable overnight courier or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party, delivered in person or by certified mail. Notice shall be deemed received (a) three (3) days after being mailed via the U.S. Postal Service, (b) one (1) business day after mailed if via reputable overnight courier, or (c) upon hand delivery if delivered by courier. Until any such change shall hereafter be made, notices shall be sent as follows:

To the Town:

Town Manager
511 Colorado Avenue
Carbondale, CO 81623

To the Company:

Regional Vice President, Customer and Community Relations
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

With a copy to:

Legal Department
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

and

Area Manager
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

Any request involving any audit specifically allowed under this Franchise Agreement shall also be sent to:

Audit Services
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

§21.5 Examination of Records. The parties agree that any duly authorized representative of the Town and the Company shall have access to and the right to examine any books, documents, papers, and records of the Company reasonably related to the Company's compliance with the terms and conditions of this Franchise. Information shall be provided within thirty (30) days of any written request. Any books, documents, papers, and records of the Company in any form that are requested by the Town, that contain confidential information shall be conspicuously identified as "confidential" or "proprietary" by the Company. In no case shall any privileged communication be subject to examination by the Town pursuant to the terms of this Section. "Privileged Communication" means any communication that would not be discoverable due to the attorney client privilege or any other privilege that is generally recognized in Colorado, including but limited to the work product doctrine. The work product doctrine shall include information developed by the Company in preparation for PUC proceedings.

(1) The Town will maintain the confidentiality of the information by keeping it under seal and segregated from information and documents that are available to the public;

(2) The information shall be used solely for the purpose of determining the Company's compliance with the terms and conditions of this Franchise;

(3) The information shall only be made available to Town employees and consultants who represent in writing that they agree to be bound by the provisions of this subsection;

(4) The information shall be held by the Town for such time as is reasonably necessary for the Town to address the Franchise issue(s) that generated the request, and shall be returned to the Company when the Town has concluded its use of the information. The parties agree that in most cases, the information should be returned within one hundred twenty (120) days. However, in the event that the information is needed in connection with any action that requires more time, including but not necessarily limited to litigation, administrative proceedings, and/or other disputes, the Town may maintain the information until such issues are fully and finally concluded.

§21.6 Confidential or Proprietary Information. If an Open Records Act (§24-72-201 *et seq.* C.R.S.) request is made by any third party for confidential or proprietary information that the Company has provided to the Town pursuant to this Franchise, the Town will promptly notify the Company of the request and shall allow the Company to defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such information. In any such legal action the Company shall join the person requesting the information and the Town. In no circumstance shall the Town provide to any third-party confidential information provided by the Company pursuant to this Franchise without first conferring with the Company. The Company shall defend, indemnify and hold the Town harmless from any claim, judgment, costs or attorney fees incurred in participating in such proceeding. Unless otherwise agreed between the parties, the following information shall not be provided by the Company: confidential employment matters, specific information regarding any of the Company's customers, information related to the compromise and settlement of disputed claims including but not limited to PUC dockets, information provided to the Company which is declared by the provider to be confidential, and which would be considered confidential to the provider under applicable law.

§21.6 List of Utility Property. The Company shall provide the Town, upon request not more than once every two (2) years, a list of electric utility-related real property owned in fee by the Company within the county in which the Town is located. The list shall include the legal description of the real property, and where available on the deed, the physical street address. If the physical address is not available on the deed, if the Town requests the physical address of the real property described in this Section 21.6, to the extent that such physical street address is readily available to the Company, the Company shall provide such address to the Town. All such records must be kept for a minimum of three (3) years or such shorter duration if required by Company policy.

§21.7 PUC Filings. Upon written request by the Town, the Company shall provide the Town non-confidential copies of all applications, advice letters and periodic reports, together with any accompanying non-confidential testimony and exhibits, filed by the Company with the Public Utilities Commission. Notwithstanding the foregoing, notice regarding any electric

filings that may affect Utility Service rates in the Town shall be sent to the Town upon filing.

§21.8 Information. Upon written request, the Company shall provide the Town Clerk or the Town Clerk's designee with:

A. A copy of the Company's or its parent company's consolidated annual financial report, or alternatively, a URL link to a location where the same information is available on the Company's website;

B. Maps or schematics indicating the location of specific Company Facilities (subject to Town executing a confidentiality agreement as required by Company policy), including electric lines, located within the Town, to the extent those maps or schematics are in existence at the time of the request and related to an ongoing project within the Town. The Company does not represent or warrant the accuracy of any such maps or schematics; and

C. A copy of any report required to be prepared for a federal or state agency detailing the Company's efforts to comply with federal and state air and water pollution laws.

§21.9 Payment of Taxes and Fees.

A. Impositions. Except as otherwise provided herein, the Company shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Franchise ("Impositions"), provided that the Company shall have the right to contest any such Impositions and shall not be in breach of this Section so long as it is actively contesting such Impositions.

B. Town Liability. The Town shall not be liable for the payment of taxes, late charges, interest or penalties of any nature other than pursuant to applicable Tariffs.

§21.10 Conflict of Interest. The parties agree that no official, officer or employee of the Town shall have any personal or beneficial interest whatsoever in the services or property described herein and the Company further agrees not to hire or contract for services any official, officer or employee of the Town to the extent prohibited by law, including ordinances and regulations of the Town.

§21.11 Certificate of Public Convenience and Necessity. The Town agrees to support the Company's application to the PUC to obtain a Certificate of Public Convenience and Necessity to exercise its rights and obligations under this Franchise.

§21.12 Authority. Each party represents and warrants that except as set forth below, it has taken all actions that are necessary or that are required by its ordinances, regulations, procedures, bylaws, or applicable law, to legally authorize the undersigned signatories to execute this Franchise Agreement on behalf of the parties and to bind the parties to its terms. The

persons executing this Franchise on behalf of each of the parties warrant that they have full authorization to execute this Franchise. The Town acknowledges that notwithstanding the foregoing, the Company requires a Certificate of Public Convenience and Necessity from the PUC in order to operate under the terms of this Franchise.

- §21.13 Severability. Should any one or more provisions of this Franchise be determined to be unconstitutional, illegal, unenforceable or otherwise void, all other provisions nevertheless shall remain effective; provided, however, to the extent allowed by law, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft one or more substitute provisions that will achieve the original intent of the parties hereunder.
- §21.14 Force Majeure. Neither the Town nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to a Force Majeure Event, as defined herein.
- §21.15 Earlier Franchises Superseded. This Franchise shall constitute the only franchise between the Town and the Company related to the furnishing of Utility Service, and it supersedes and cancels all former franchises between the parties hereto.
- §21.16 Titles Not Controlling. Titles of the paragraphs herein are for reference only, and shall not be used to construe the language of this Franchise.
- §21.17 Applicable Law. Colorado law shall apply to the construction and enforcement of this Franchise. The parties agree that venue for any litigation arising out of this Franchise shall be in the District Court for Garfield County, State of Colorado.
- §21.18 Payment of Expenses Incurred by Town in Relation to Franchise Agreement. The Company shall pay for expenses reasonably incurred by the Town for the adoption of this Franchise, limited to the publication of notices, publication of ordinances, and photocopying of documents and other similar expenses.
- §21.19 Costs of Compliance with Franchise. The parties acknowledge that PUC rules, regulations and final decisions may require that costs of complying with certain provisions of this Franchise be borne by customers of the Company who are located within the Town.
- §21.20 Conveyance of Town Streets, Public Utility Easements or Other Town Property. In the event the Town vacates, releases, sells, conveys, transfers or otherwise disposes of a Town Street, or any portion of a Public Utility Easement or Other Town Property in which Company Facilities are located, the Town shall reserve an easement in favor of the Company over that portion of the Street or Other Town Property in which such Company Facilities are located. The Company and the Town shall work together to prepare the necessary legal description to effectuate such reservation. For the purposes of Section 6.9.A of this Franchise, the land vacated, released, sold, conveyed, transferred or otherwise disposed of by the Town shall no longer be deemed to be a Street or Other Town Property from which the Town may demand the Company temporarily or permanently Relocate Company Facilities at the Company's expense.

§21.21 Audit. For any audits not related to franchise fees and otherwise specifically allowed under this Franchise, such audits shall be consistent with PUC rules and regulations to the extent PUC rules and regulations govern a particular type of audit. Audits in which the auditor is compensated on the basis of a contingency fee arrangement shall not be permitted.

§21.22 Land Use Coordination. The Town shall use reasonable efforts to coordinate with the Company regarding its land use planning within the Company's PUC-certificated service territory or affecting the Company's property. This coordination shall include meeting with the Company and identifying areas for future utility development.

(Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Franchise to be executed as of the dates of the signatures below, effective as of the Effective Date.

TOWN OF CARBONDALE

ATTEST:

Mayor, Town of Carbondale

Clerk, Town of Carbondale

Date: _____

APPROVED AS TO FORM:
(if applicable)

Town Attorney, Town of Carbondale

**PUBLIC SERVICE COMPANY OF
COLORADO, a Colorado corporation**

By: _____
Jerome Davis, Regional Vice President,
Customer and Community Relations

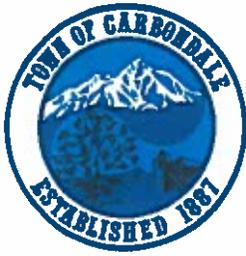
STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Jerome Davis, Regional Vice President, Customer and Community Relations of Public Service Company of Colorado, a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
My Commission expires:

(SEAL)



**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

Board of Trustees Agenda Memorandum

Meeting Date: February 25, 2020

TITLE: Main Street Marketplace – Letter of Credit Reduction #1

SUBMITTING DEPARTMENT: Planning Department, Public Works Department

ATTACHMENTS: Letter and backup documentation from Sopris Engineering dated February 6, 2020

BACKGROUND

The final plat of the Carbondale Marketplace Subdivision, recorded on February 28, 2018, created Lots 1 through 5. A subsequent amended plat split Lot 5 into Lots 5A and 5B. The following is a general list of the planned development on the lots in the Carbondale Marketplace Subdivision:

Lot 1: Main Street Marketplace mixed use development

Lot 2: Grocery Store

Lot 3: Fueling Station

Lot 4: 10,000 square foot retail

Lot 5A: Reserved for future development

Lot 5B: Bank

During the fall of 2019, the contractor working for Crystal River Marketplace LLC, has been installing infrastructure related to the public improvements contemplated by the Subdivision Improvements Agreement (SIA) between the Town and Crystal River Marketplace LLC for development of Lot 1.

DISCUSSION

There are two letters of credit associated with this development. The first is a letter of credit in the amount of \$636,208.80 which secures the public improvements necessary for the development on Lot 1. The second is a \$100,000.00 letter of credit that is intended to ensure restoration of the site as it develops in phases. This requested reduction is associated with the letter of credit securing the public improvements, not the one securing the restoration.

Many of the public improvements related to development on Lot 1 (Main Street Marketplace) occurred in roadways (Shorty Pabst Way and Hendrick Drive) necessary for access to Lots 2, 3 and 4 (Carbondale Marketplace, aka City Market). To avoid tearing up brand new construction on these roadways, improvements within these roadways associated with the development of Lot 1 were incorporated into the initial construction of Shorty Pabst and Hendrick this fall. These improvements make up \$168,446.30 of the \$396,172.30 requested reduction in the letter of credit. The remainder of the reduction (\$227,726.00) is associated with Xcel Energy Fees, which have been paid by the developer.

Staff has reviewed the request received from Sopris Engineering as well as the work completed to-date, and agrees with the quantities completed and the request to reduce the letter of credit by \$396,172.30. Staff believes that the completion of all incomplete public improvements will remain adequately secured by the remaining security if the Board approves the requested reduction.

FISCAL ANALYSIS

Approval of the reduction will reduce the overall security for the public improvements to \$240,036.50.

RECOMMENDATION

Staff recommends that the following motion: **I move to approve the partial release of \$396,172.30 of the letter of credit for the public improvements related to the Main Street Marketplace project.**

Prepared By: Janet Buck and
Kevin Schorzman

Town Manager

February 6, 2020

TOWN OF CARBONDALE
c/o Janet Buck – Planning Director
511 Colorado Avenue
Carbondale Co 81623
Email: jbuck@carbondalecto.net

**RE: Main Street Marketplace – Letter of Credit Reduction #1 for Crystal River Marketplace LLC
(SE Job #17135.02)**

Dear Janet,

Sopris Engineering LLC (SE) has witnessed, reviewed, and managed the installation and testing of the public improvements to date for Lot 1 of the Carbondale Marketplace subdivision, also known as the Main Street Marketplace, and is of the opinion that the public improvements have been installed per the DIA requirements for the project. SE, on behalf of Crystal River Marketplace LLC, is requesting a letter of credit reduction to reflect improvements that have been installed.

Based on SE's review, the new letter of credit amount SE is requesting is:

\$240,036.50

(Two hundred forty thousand, thirty six dollars and fifty cents)

The public improvements cost estimates with the reduction amounts and associated costs have been attached to this letter.

If you have any questions or need any additional information please call (970) 704-0311.

Sincerely,
SOPRIS ENGINEERING, LLS



Yancy Nichol, PE
Principal

Cc: Kevin Schorzman – Public Works Director
Jay Harrington – Town Manager
Briston Peterson and Korba Andrews – Crystal River Marketplace LLC

502 Main Street • Suite A3 • Carbondale, CO 81623 • (970)704-0311 • Fax (970)704-0313

SOPRIS ENGINEERING • LLC

civil consultants

MAIN STREET MARKETPLACE - LOT 1
 ESTIMATED CONSTRUCTION COSTS FOR PUBLIC IMPROVEMENTS
 SE JOB #17135
 FEBRUARY 6, 2020
 LETTER OF CREDIT REDUCTION #1

ITEM	QUANTITY	UNIT	UNIT COST	COST
GENERAL				
G1 MOBILIZATION	1.0	L.S.	\$ 5,000.00	\$ 5,000.00
G2 CLEAR AND GRUB	1.0	L.S.	\$ 4,000.00	\$ 4,000.00
G3 STRIP AND STAGE TOPSOIL, ASSUME 6" THICK	1.0	L.S.	\$ 4,000.00	\$ 4,000.00
G4 STRIP AND STAGE OVERBURDEN, 12" THICK	1.0	L.S.	\$ 7,500.00	\$ 7,500.00
G5 TRAFFIC CONTROL	1.0	L.S.	\$ 1,000.00	\$ 1,000.00
G6 SURVEY, CONSTRUCTION ADMIN. TESTING, AS BUILTS	1.0	L.S.	\$ 20,000.00	\$ 20,000.00
SUBTOTAL G1-G6				\$ 41,500.00
UTILITY IMPROVEMENTS				
U1 8" DIP WATER LINE	1158.0	L.F.	\$ 70.00	\$ 81,060.00
U2 8" GATE VALVES	5.0	EACH	\$ 2,200.00	\$ 11,000.00
U3 FIRE HYDRANT ASSEMBLY AND VALVE	6.0	EACH	\$ 6,000.00	\$ 36,000.00
U4 1" WATERLINE SERVICES TO EASEMENT INCLUDING CURB STOPS	18.0	EACH	\$ 800.00	\$ 14,400.00
U5 4" WATERLINE SERVICES TO EASEMENT INCLUDING VALVES	9.0	EACH	\$ 2,000.00	\$ 18,000.00
U6 8" SDR 35 SEWER LINE	842.0	L.F.	\$ 60.00	\$ 50,520.00
U7 SEWER SERVICE WYES AND CAP	11.0	EACH	\$ 500.00	\$ 5,500.00
U8 4' DIA. MANHOLE	4.0	EACH	\$ 4,500.00	\$ 18,000.00
U9 TIE INTO EXIST MANHOLE	1.0	EACH	\$ 3,500.00	\$ 3,500.00
U10 4' UTILITY TRENCH - MAIN STREET XCEL UNDERGROUNDING	592.0	L.F.	\$ 12.00	\$ 7,104.00
U11 SET SWITCH CABINET FOR LOT 1 (INSTALL ONLY, XCEL)	1.0	EACH	\$ 500.00	\$ 500.00
U12 ROAD INTERSECTION STREET LIGHT	3.0	EACH	\$ 3,500.00	\$ 10,500.00
SUBTOTAL U1-U12				\$ 256,084.00
STREET ACCESS; EXCAVATION & GRADING, SIDEWALKS/TRAILS, & LANDSCAPING IMPROVEMENTS				
S1 EXCAVATION & GRADING	1.0	L.S.	\$ 2,500.00	\$ 2,500.00
S2 CLASS 6 AGGREGATE BASE COURSE	240.0	C.Y.	\$ 40.00	\$ 9,600.00
S3 4" ASPHALTIC PAVEMENT	245.0	S.Y.	\$ 24.00	\$ 5,880.00
S4 CONCRETE HANDICAP RAMPS, WARNING PADS	7.0	EACH	\$ 750.00	\$ 5,250.00
S5 CONCRETE FILLET, VALLEY PANS	2892.0	S.F.	\$ 12.00	\$ 34,704.00
S6 CRUSHER FINES FOR SOFT TRAILS	87.0	C.Y.	\$ 40.00	\$ 3,480.00
S7 TREES IN LANDSCAPE BUFFERS ALONG MAIN STREET	19.0	EACH	\$ 650.00	\$ 12,350.00
SUBTOTAL S1-S7				\$ 73,764.00
SUBTOTAL				\$ 371,348.00
10% CONTINGENCY				\$ 37,134.80
SUBTOTAL OF PUBLIC IMPROVEMENTS				\$ 408,482.80
UTILITY COMPANY AND CIVIL FEES				
F1 XCEL ENERGY FEES	1.0	L.S.	\$ 227,726.00	\$ 227,726.00
SUBTOTAL F1-F2				\$ 227,726.00
GRAND TOTAL OF PUBLIC IMPROVEMENTS - MAIN STREET MARKETPLACE				\$ 636,208.80

REDUCTION #1	REDUCTION COST
0.75	\$ 3,750.00
1.0	\$ 4,000.00
1.0	\$ 4,000.00
1.0	\$ 7,500.00
1.0	\$ 1,000.00
0.75	\$ 15,000.00
	\$ 35,250.00
75.0	\$ 5,250.00
2.0	\$ 4,400.00
2.0	\$ 12,000.00
0.0	\$ -
0.0	\$ -
450.0	\$ 24,300.00
6.0	\$ 2,700.00
3.0	\$ 12,150.00
1.0	\$ 3,150.00
592.0	\$ 7,104.00
0.0	\$ -
0.0	\$ -
	\$ 71,054.00
0.75	\$ 1,875.00
200.0	\$ 8,000.00
0.0	\$ -
3.0	\$ 2,250.00
2,892.0	\$ 34,704.00
0.0	\$ -
0.0	\$ -
	\$ 46,829.00
SUBTOTAL	\$ 153,131.00
10% CONTINGENCY	\$ 15,313.10
SUBTOTAL REDUCTION #1	\$ 168,444.10
1.00	\$ 227,726.00
	\$ 227,726.00
SUBTOTAL REDUCTION #1	\$ 396,172.30

% COMPLETE
75.0%
100.0%
100.0%
100.0%
100.0%
75.0%
6.5%
40.0%
33.3%
0.0%
0.0%
48.1%
49.1%
67.5%
90.0%
100.0%
0.0%
0.0%
75.0%
83.3%
0.0%
42.9%
100.0%
0.0%
0.0%
100.0%

NOTE - YELLOW HIGHLIGHTED CELLS ARE DISPLAYING 10% LESS OF A REDUCTION THAN WHAT HAS BEEN CONSTRUCTED

Remaining \$ 240,036.50

This opinion of probable cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual cost may vary due to bid and market fluctuation.



Board of Trustees Agenda Memorandum

MEETING DATE: February 25th, 2020

TITLE: GCFMLD Third Street Center Sewer Lining Project Grant Proposal Resolution No. 4, Series of 2020

SUBMITTING: Third Street Center

ATTACHMENT: Resolution No.4 Series of 2020

Background:

Third Street Center would like the Town to submit a Spring 2020 Garfield County Federal Mineral Lease District (GCFMLD) traditional grant application for the Third Street Center Sewer Lining Project. This project will repair, clean, and line all the internal cast iron sewer lines at the Third Street Center, which due to age have failed (in one situation) and have corroded to the point that they continue to catch flushed items and further compromise the integrity of the cast iron pipes.

We learned about the extent of this issue in late in October. We had a clog, which was cleared, but in the course of removing the clog, we found that one of the sewer lines from a toilet in the men's restroom had failed and we had to shut down the toilet. Since then we have had all the sewer lines scoped by plumbing professionals, received bids, and a scope of work for the repairs, cleaning, and lining. The lining of the cast iron pipes is an increasingly effect technology for protecting and extending the life of cast iron sewer lines. The work comes with a 20-year warranty and our contractor project contractor is local with experience with the lining process. With support for the Town and GCFMLD, we can complete the project by the fall of 2020.

Discussion:

Third Street Center is owned by the Town of Carbondale and therefore eligible for FMLD funding. The Town leased the facility for 49 years in 2009 to Third Street Center, as a nonprofit organization, so it could renovate the old Carbondale Elementary School and transform into a self-supporting, multi-tenant nonprofit community center. Third Street Center covers operations, repairs, and debt service (from the original renovation) by leasing offices to other nonprofit organizations at affordable rates, renting community space for trainings, workshops and celebrations, and contributions.

The Town provides no operating support, but it did make the power purchase agreements possible for the solar arrays on the building. In 2013, the Town helped finance the replacement of the large rooftop heating units that had failed. The Town cuts our grass when it cuts grass in

THIRD STREET CENTER
A Social Impact Incubator
Powered by Community and Sunshine
 520 South Third Street, Carbondale, CO 81623
 970-963-3221 | www.thirdstreetcenter.net

Bonnie Fisher Park and has repaired a large pothole in our parking lot. Town staff have also been very supportive in helping Third Street Center receive FMLD Mini Grants for new water lines, women's restroom upgrades, and LED lighting upgrades.

Since the original renovation, tenant rents, contributions, and grants have resulted in over \$500,000 repairs and improvements to the Third Street Center, many of which were planned and some that were not. In 2018-2019, we spent \$94,000 to replace our boiler, which unexpectedly failed. This expense significantly impacted our reserves. This year, we have increased tenant rents to address sewer line repairs. Support from Town of Carbondale and FMLD would enable this project to be completed by this fall.

Financial Implications:

The estimated total project cost is \$265,654.00 and will potentially be funded through the GCFMLD traditional grant (\$83,654), Town of Carbondale cash match (26,654), Third Street Center rent increase and reserves (\$26,654), and significant labor contribution from the contractor (\$130,000). A 10% cash match is required for the traditional grant program. This proposal would have a 20% cash match and over 50% in total match.

Recommendation:

Adoption of Resolution No.4, Series of 2020 supporting town submittal of a GCFMLD traditional grant application and allocating \$26,654.00 as cash match to the proposal.

Prepared By:

Colin Laird, Executive Director

Thank you for your support and consideration.

**RESOLUTION NO. 4
SERIES OF 2020**

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT TO REPAIR, CLEAN AND LINE THE INTERNAL CAST IRON SEWER LINES AT THE THIRD STREET.

WHEREAS: The Town of Carbondale is a political subdivision of the State of Colorado, and therefore an eligible applicant for the grant awarded by the Garfield County Federal Mineral Lease District (“GCFMLD”); and,

WHEREAS: The Town of Carbondale has submitted a traditional grant application to repair, clean and line the internal cast iron sewer lines at the Third Street Center, requesting a total award of \$83,654.00 from GCFMLD ; and,

WHEREAS: The Town of Carbondale supports the The Third Street Center Sewer Lining Project if a grant is awarded by the GCFMLD.

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

1. The above recitals are hereby incorporated as findings by the Board of Trustees of the Town of Carbondale.
2. The Board of Trustees of the Town of Carbondale strongly supports the Grant Application submitted by the Town of Carbondale for a grant with Garfield County Federal Mineral Lease District.
3. If the grant is awarded, the Board of Trustees of the Town of Carbondale strongly supports the The Third Street Center Sewer Lining Project.
4. The Board of Trustees of the Town of Carbondale authorizes the expenditure \$26,654.00 in cash as matching funds necessary to meet the terms and obligations of a grant awarded pursuant to a Grant Agreement with the GCFMLD.
5. The project site is owned by the Town of Carbondale and will be owned by the Town of Carbondale for the next 25 years. The Board of Trustees of the Town of Carbondale will continue to ensure Third Street Center is in high quality condition.
6. If a grant is awarded, the Board of Trustees of the Town of Carbondale hereby authorizes the Mayor to sign a Grant Agreement with the GCFMLD.

The effective date of this Resolution is the date passed and approved below.

PASSED AND APPROVED ON: _____

APPROVED BY: _____
Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk



February 20, 2020

Subject: Carbondale Tree Identification Tags – Pilot Project

Dear Board of Trustees,

Carbondale has many iconic trees, particularly in the Town's parks. To improve ecological education, provide information about tree species in our Town, and to improve the interest in our town's parks and trees, *the Carbondale Environmental Board, with support from the Parks & Recreation Commission and the Carbondale Tree Board, proposes a pilot program to label approximately 20-40 trees around Town, with a focus on Town's parks.*

Input from stakeholders:

- ***Environmental Board (EBoard) engagement:*** The EBoard recommends that the town labels several trees (approximately 20-40) throughout the Town's parks as a pilot project to improve ecological education and overall enjoyment of the Town's parks. The EBoard has allocated \$1,500 from its budget for this project.
- ***Parks & Recreation Commission engagement:*** The Parks and Rec Commission discussed this idea at their January 2019 meeting. Relevant points were:
 - Trees would not be harmed
 - To mitigate vandalism, signage could be custom and be considered artistic and produced by a local artist
 - It would be a small pilot project
 - There would be a map so kids could go on a scavenger hunt to find tree species
 - The hanging apparatus would be an expanding coil that will not damage the tree
 - There would likely be a story map on the website with additional tree identification and educational details and the trees locations.
 - It may be beneficial to show what species thrive in this environment, especially with the drought conditions recently experienced.
- ***Carbondale Tree Board and Town Arborist engagement:*** The Tree Board and the Town Arborist, Mike Callas, discussed and are okay with labelling trees. Relevant points include: Ground plaques or anything permanently mounted to the tree will not be acceptable.
- ***Denver Botanical Garden engagement:*** Through conversations with Dr. Chrissy Alba-Lynn (Research Scientist), Cindy Newlander (Associate Director), and Amy Schnieder (Gardener), the Denver Botanical Gardens suggested:
 1. At some point in the program reach out to the Colorado Tree Coalition, who may be able to add trees to a database.
 2. Review the types of labels the Denver Botanical Gardens use for ideas.

- **Engagement with Colorado Mountain College**

Adrian Fielder, the Assistant Dean of Instruction for Colorado Mountain College, and local tree aficionado and knowledge source, and I visited Miners Park, Gianinetti Park, and Sopris Park. We identified trees that would be helpful to be tagged for educational purposes, discussed useful educational facts about the tree species in the parks, and talked about how best to label trees.

The EBoard requests that the Board of Trustees approve the expenditure of \$1,500 from the EBoard's budget for a pilot project for to label, in partnership with the Parks & Recreation Commission and Tree Board approximately 20-40 trees in in Miners Park, Sopris Park, and Gianinetti Park.

Next steps, pending approval:

- Decide specific trees, labels, and what information to include on labels, with the Parks and Recreation Commission and Tree Board.
- Label the trees and create an online interactive map.
- Potentially include local students in planning and implementation.
- Potentially engage Carbondale Arts on design of labels.

Budget (not including staff time)

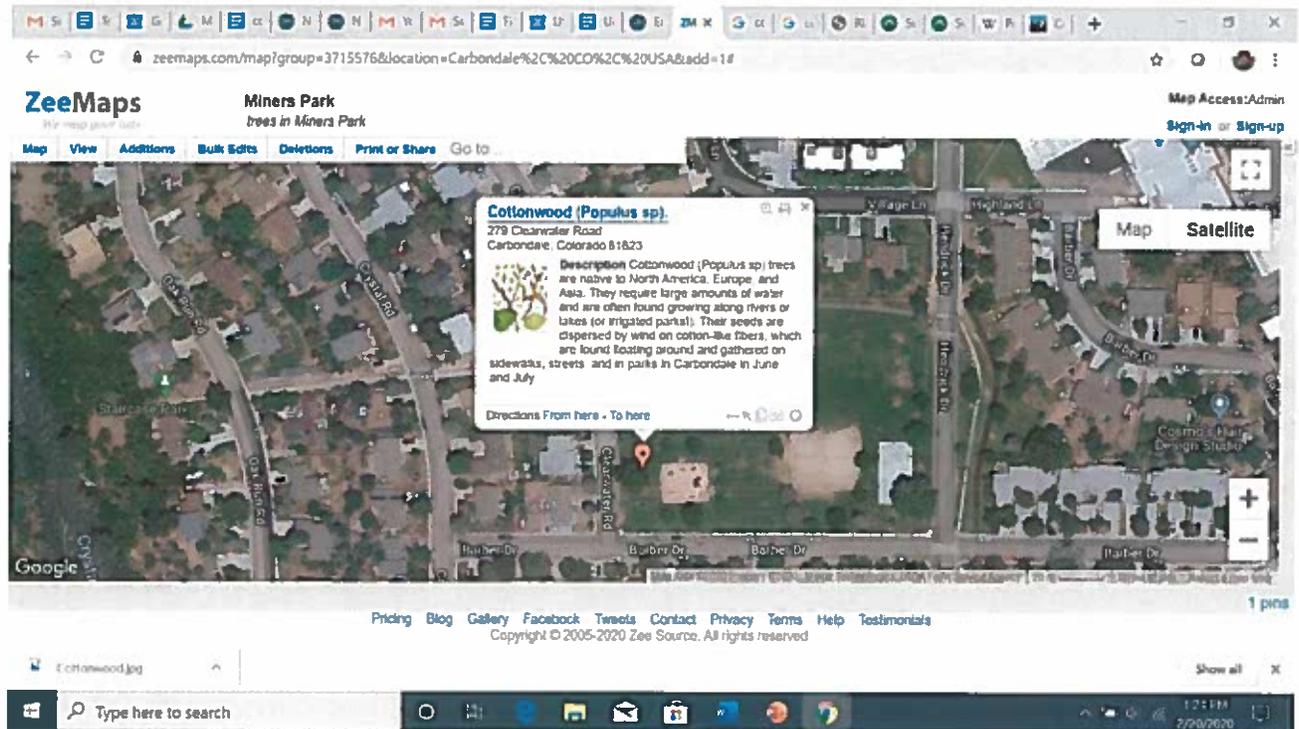
Tree identification tags, which will likely be the main cost for this project, vary in price from less than \$5 to over \$50. A reasonable budget for this pilot project is \$1500, which include tree labels, and any additional costs that may arise. Another item for consideration, not included in the budget, is ongoing maintenance and staff time.

Item	Cost
Tree labels (30 total at \$30 each)	\$900
Cost to create map	\$400
Materials (i.e. tools) and unexpected additional costs	\$200
TOTAL	\$1,500

Please see attachment 1 for examples of interactive maps, and attachment 2 for examples of tree labels.

Thank you for your consideration,
Colin Quinn
Chair, Carbondale Environmental Board

Attachment 1: Interactive map examples



Attachment 2: Tree identification label examples.





**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

Board of Trustees Agenda Memorandum

Item Number:10

Attachment: M

Meeting Date: February 25, 2020

TITLE: 2020 Town of Carbondale Integrated Weed Management Plan

SUBMITTING: Parks & Recreation Department, Public Works

ATTACHMENTS: Town of Carbondale Integrated Weed Management Plan 2020 Spreadsheets

PURPOSE: Resolution # 13 Series of 2019 adopted the Town of Carbondale Integrated Weed Management Plan (CIWMP). The management techniques prioritized in this plan include prevention, cultural, mechanical, biological strategies and as a last resort, chemicals. This plan includes consult with area Natural Land Management Specialists to exhaust all strategies named above before resorting to chemical control. Before using any chemical on town managed land in Carbondale, it is necessary to get approval from the Board of Trustees, because Carbondale pursues an herbicide and pesticide free policy whenever possible.

On an annual basis an assessment, well in advance of the growing season will take place of the weed mitigation methods used per park and on other Town owned lands. The effectiveness assessment will utilize data compiled on the Parks Department & Public Works Department Weed Management Plan spreadsheets, which detail the methods, techniques, timing, and effectiveness of the efforts of weed management presently being used. These documents also provide data on species of non-desirable plants not responding to the non-chemical treatment efforts.

If necessary, at this time a plan for the following growing season will be presented to the Environmental Board and to the Weed Advisory Board (Board of Trustees) for the use of an approved chemical treatment for the eradication of the weed in question, which will be identified by type, location, size of infestation, methods of chemical use, details of chemical used and the use regimen per location. Anytime chemicals are recommended for weed management to the Weed Advisory Board, the E-Board will have first reviewed the "Logs and Archive" of integral strategies pursued by staff, including the report from the Natural Land Management specialists to confirm that integral (chemical-free) management techniques have been exhausted. Town staff will consult with a Natural Land Management Specialist to determine the most beneficial and effective chemical management technique.

BACKGROUND:

The State of Colorado Noxious Weed Act (C.R.S. 35-5.5) was signed into law in 1990 and amended in 1996. Now known as the Colorado Noxious Weed Act (Act), it states that noxious weeds pose a threat to the natural resource of Colorado. The Act also directs that the governing body of each municipality shall adopt a Noxious Weed Management Plan for all lands within the municipality. The Mayor and Board of Trustees shall provide for the administration of the Noxious Weed Management Plan authorized by the Act. In October of 2015, the Board of Trustees appointed a Citizens Weed Advisory Task Force to develop a noxious weed management plan. This citizen group produced a base plan that has seen numerous revisions and has remained unadopted or approved by the volunteer commissions, until now. The *Integrated Weed Management Plan* that we are now using is the product of continuing refinement of the document by the Citizens Task Force, the Public Works Department, the Parks & Recreation Department, the E-board and the Parks & Recreation Commission.

DISCUSSION: Reviewing the park specific management plans from 2019, many of the techniques for weed eradication will remain the same and chemical free as we have seen progress in the success of these efforts. In addition, new steam machine equipment was purchased for weed eradication in the 2020 budget. The Town experimented with this technique in 2019 with success., but on a limited use basis, since we were contracting the work and it was cost prohibitive. The site-specific plans did expose some problem areas that are not responding well to our existing techniques. The following locations are problem areas that we are closely monitoring. These locations are not presently recommended for any chemical weed treatment.

- Gateway RV Park- prior to being open to the public and at first growth we will increase our efforts to eradicate the weeds established in the gravel camp sites. We will use avenger, a natural burn down herbicide, and/or weed burning techniques, and test the effectiveness of the steam machine weed control methods.
- Baseball field infields- A perennial rhizomes bind weed was manually removed last fall to a depth of 6". We will monitor the infields during the spring growing period to see if this method had a beneficial effect on these well-established weeds. The steam machine will also be used to check the effectiveness on this weed.
- Mike Callas, the Town Arborist, has identified the following A/B listed weeds on Town land that will receive attention in 2020 using mechanical efforts to eradicate and with the new steam machine, to check on the effectiveness of the new steam technique. We also have many List C species, which we plan to continue to target mechanically and with the steam machine.
 - Yellow Toadflax along 133 (B)
 - Houndstongue (B)
 - Henbane (B)
 - Chamomile (B)
 - Thistles (B)
 - White Top – Hoary Cress (B)
- The three weeds below have the ability to be aggressive noxious perennials, with no biological control methods and both also have toxic qualities if consumed or handled. Early detection is vital to prevention and spreading. There are small infestations that can be controlled with integrated weed management techniques. The small and spot specific locations present the opportunity for eradication with two to three years of appropriate chemical treatment. The

Knapweed species and the Myrtle Spurge are A list weeds that require eradication and must be prevented from propagating. (See attached weed mitigation plans for more details)

- Knapweed species (meadow and Russian) around town hall and along 133 (A)
- Absinth Wormwood at various locations around town including 4th street, town hall, and 133. (B)
- Myrtle Spurge at 133 and Snowmass Dr. and along the ditch behind Evergreen Cemetery (A)

Our largest and most difficult weed management challenge is at our 2 acre irrigated dirt area at the North Face Bike Park. This park is recommended for chemical weed control subject to the Integrated Weed Management Plan guidelines for 2020.

- The North Face Bike Park proposed spot spray application to attempt to eradicate a weed on the Colorado Noxious Weed B list, *Common Ragwort* and a B-list weed, *Hoary Cress* (White Top). Positive identification is need in 2020 to make sure the *Common Ragwort* is not *Tansy Ragwort*, an A list weed, although the eradication techniques are the same for both. Mowing is not effective and may cause the plant to develop perennial characteristics. Both weeds have not responded favorably to our existing techniques for weed mitigation and have established themselves in specific areas adjacent to the riding surfaces in the bike park. Town staff would follow the public notification rules stated in the CIWMP regards to use of herbicides on Town owned land :

Notification of Herbicide Use

1. *Public Registry-* town staff will establish a program for the registration of all pesticide sensitive (interested) residents so they may be informed, at minimum, within a 48 hour window before the application of an airborne herbicide.
2. *On-site Posted Notification-* Any town staff that uses any herbicides should comply with the following on-site notification procedure: Signs should be posted at all usual public and employee points of entry to the treated area and pursuant to State or Federal law, regulation and by product label instructions. Signs should be posted two (2) days in advance of application and remain in place for the re-entry interval as determined by the product label or regulation. Signs should contain the name and active ingredient of the herbicide product, the target plant, the actual date of application, the re-entry interval as determined by the product label or regulation, and the name and contact number for the town department responsible for the application. Signs should be of a standardized design that are easily recognizable to the public and workers.
3. *Posted Notification on Town of Carbondale website of herbicide application on town property.*

RECOMMENDATION: Parks & Recreation Department and Public Works staff is seeking approval from the Board of Trustees to use a spot spray application of a chemical based herbicide to eradicate the Type A and Type B Colorado Noxious Weed species, *Tansy or Common Ragwort*, *Hoary Cress*, *Absinth Wormwood* and *Myrtle Spurge* from the Town owned land. This recommendation has been presented and approved by the Parks & Recreation Commission and The Environmental Board and will be presented to the Trustees for the final decision. The CIWMP states:

In this manner Town staff, whom have been trained in the application of the herbicide, receive permission from the Board of Trustees acting as the Weed Advisory Board, to use an approved herbicide for the eradication of a noxious weed on Town lands. This plan uses the expertise of land managers for

a long-term strategy that has the goal of long-term eradication and/or control of noxious weeds without uncontrolled proliferation. Any permission obtained to use herbicides from the board of Trustees must follow the label instructions. Any use of a herbicide inconsistent with the label's directions is illegal.

Prepared By: Eric Brendlinger, Parks & Recreation Director

JH
Town Manager

Public Works & Parks Department Integrated Weed Management Log

(To be filled out to document integrated weed management efforts in specific locations)

Specific Location: North Face Bike Park, located at 311 meadowood Drive, Carbondale, CO -Proposal to use a chemical based herbicide with hand sprayers , by trained staff, to attempt to eradicate the Type A- *Tansy Ragwort (Senecio jacobaea)* or possibly *Common Tansy (Tanacetum vulgare)* and the Type - B *Hoary Cress (Lepidium draba)* noxious weeds

Natural Land Management Specialist Consultation

Name: Steve Anthony and Sarah LaRose

Date: February 12, 2020 **Contact Info:** Steve Anthony: 970-945-1377 x 4305, santhony@garfield county.com Sarah LaRose: 970-945-1377 x 4315, slarose@garfield-county.com

Recommendation:

- Confirm identification of Tansy ragwort during field season. Common tansy (*Tanacetum vulgare*) is common in the Carbondale area and is more likely to occur at North Face. Tansy ragwort is a List A and would require eradication per the Colorado Noxious Weed Act. Common tansy is a List B and requires elimination by 2022.
- Assuming that we're dealing with Common tansy, we recommend selective spot-spraying of the herbicide Escort XP with a non-ionic surfactant. If the target is Common tansy, apply when the plant is bolting to the bud growth stage. If the target is Tansy ragwort, the same herbicide would be appropriate but at the earlier rosette stage.
- We concur with staff recommendations for the treatment of Hoary Cress and would add the use of a non-ionic surfactant.

Date	Method Employed (M-Mechanical, B-Biological, O-Other)	Description of Work	Number of Hours
Spring & Fall 2020	O-Spot Spray <i>Tansy Ragwort</i> Or <i>Common Tansy</i> Biannual , but can become Perennial	Parks & Recreation Staff, using appropriate PPE would conduct a spot and plant specific targeted application using a selective broadleaf herbicide. Brand names recommended are <i>Milestone</i> or <i>Transline</i> . Metsulfuron (<i>Escort</i>) will also work on this weed.	
Spring 2020	O- Spot Spray <i>Hoary Cress</i> Perennial	Parks & Recreation Staff, using appropriate PPE would conduct a spot and plant specific targeted application using a selective broadleaf herbicide. Hoary Cress (aka-Whitetop) can be difficult to kill because of its deep and regenerative root system. The seeds are short-lived, so a treated site only needs to be monitored for a few years. Chlorsulfuron (<i>Telar® 75</i>) or metsulfuron (<i>Escort®</i>) can be applied during the budding or early bloom stages.	

Public Works & Parks Department Integrated Weed Management Log

(To be filled out to document integrated weed management efforts in specific locations)

Specific Location: North Face Bike Park, located at 311 meadowood Drive, Carbondale, CO -Proposal to use a chemical based herbicide with hand sprayers , by trained staff, to attempt to eradicate the Type B- Common *Ragwort (senecio jacobaea)* and the Type - B *Hoary Cress (Lepidium draba)* noxious weeds

Natural Land Management Specialist Consultation

Name: Lisa DiNardo, Horticulturist/Certified Arborist, RM-7161A

Date: 9-Feb-20 | Contact Info: 970-618-0034

Recommendation: Has staff tried using Escort when plants are below 3-4 inches in height and at a lower dilution rate? Especially in the pea gravel at North Face Bike Park. Spraying Escort in the jump lines and pump track when undesirable vegetation is below 3-4 inches is optimal. Reseeding or reveg utilized after a mechanical removal or other treatment? This is crucial when reveg is appropriate in the site. Competition is a good strategy and creates healthy ecology and benefits wildlife. Mowing or string trimming twice a month is optimal to keep the undesirable vegetation short and then spray with Escort prior to flowering. I have found that successful noxious weed management and oversight requires a cognizant, consistent and dedicated person who can delegate the management vision with yearly mapping and protocols with weekly field actions.

Date	Method Employed (M-Mechanical, B-Biological, O-Other)	Description of Work	Number of Hours
Spring & Fall 2020	O-Spot Spray <i>Common Ragwort</i> Biannual , but can become Perennial	Parks & Recreation Staff, using appropriate PPE would conduct a spot and plant specific targeted application using a selective broadleaf herbicide. Brand names recommended are <i>Milestone, Escort or Transline</i>	
Spring 2020	O- Spot Spray <i>Hoary Cress</i> Perennial	Parks & Recreation Staff, using appropriate PPE would conduct a spot and plant specific targeted application using a selective broadleaf herbicide. <i>Hoary Cress (aka-Whitetop)</i> can be difficult to kill because of its deep and regenerative root system. The seeds are short-lived, so a treated site only needs to be monitored for a few years. <i>Chlorsulfuron (Telar® 75)</i> or <i>metsulfuron (Escort®)</i> can be applied during the budding or early bloom stages.	

Public Works & Parks Department Integrated Weed Management Log

(To be filled out to document integrated weed management efforts in specific locations)

Specific Location: North Face Bike Park, located at 311 meadowood Drive, Carbondale, CO -Proposal to use a chemical based herbicide with hand sprayers , by trained staff, to attempt to eradicate the Type A- *Tansy Ragwort (Senecio jacobaea)* and the Type - B *Hoary Cress (Lepidium draba)* noxious weeds

Natural Land Management Specialist Consultation

Name: Basalt Mountain Gardens

Date: 2-17-2020 Contact info: Ginger Janssen 970.379.9713 / basaltmtngardens@gmail.com

Recommendation: Tansy or Common Ragwort: In early spring tansy can be controlled by manually digging up root systems when the soil is moist. Seed and plant desirable native grasses, sagebrush and rabbitbrush in the disturbed areas.

Date	Method Employed (M-Mechanical, B-Biological, O-Other)	Description of Work	Number of Hours
Spring & Fall 2020	O-Spot Spray <i>Tansy Ragwort</i> Biannual , but can become Perennial	Parks & Recreation Staff, using appropriate PPE would conduct a spot and plant specific targeted application using a selective broadleaf herbicide. Brand names recommended are <i>Milestone</i> or <i>Transline</i> .	
Spring 2020	O- Spot Spray <i>Hoary Cress</i> Perennial	Parks & Recreation Staff, using appropriate PPE would conduct a spot and plant specific targeted application using a selective broadleaf herbicide. Hoary Cress (aka-Whitetop) can be difficult to kill because of its deep and regenerative root system. The seeds are short-lived, so a treated site only needs to be monitored for a few years. Chlorsulfuron (<i>Telar® 75</i>) or metsulfuron (<i>Escort®</i>) can be applied during the budding or early bloom stages.	

North Face Bike Park						2020
Weed Control Method	Priority	Status	Season	Date	% effective	Notes
Hydro Seed non-rideable berms and backsides of features	Low	Attempted	Spring	2015 post construction	10%	We had irrigation problems, so seed did not receive sufficient moisture to take. X2 Tried a manual scarify of soil and seed planting in 2016 also, but only mildly successful.
Soil Analysis	Normal	Completed	Fall	2016	20%	Had soil samples accessed by Colorado State 2016. Soil lacking in Phosphates. No soil additions budgeted.
Mulch	Low	Attempted	Winter	2017	10%	Used Christmas tree mulch 4" thick in low moist spots with out success. Fertilized weeds.
Pea Gravel and Weed Barrier	Normal	scheduled	Spring & Fall	2016 & 2017	75%	helped in between jump lines and pump track features. needs weeding every year by hand for newly established weeds in the pea gravel. Need to repeat technique 2020.
Burn perimeter	Normal	scheduled	Spring	2016, 2017, Not 2018 & 19	25%	Was effective on the perimeter but did not help the berms and backsides of the features in the park. Will attempt in 2020 if staffing and weather allows.
Weed whack scalping with machines	High	scheduled	Spring, Summer	May, June, August 2020	50%	Manual scalping first of large weeds necessary. Labor intensive. Cut down the weeds that propagate via seed and removed all the cuttings. With Parks staff 2 to 3 times a year or 1 employee and 1 temp worker, two days
Manual Pull	High	scheduled	Spring, Summer	May, June, Aug 2020	75%	1 to 2 guys. 40 Hours for 1 week. \$1,000 Temp Budget. Not able to repeat multiple times due to budget
Manual Pull with volunteers	High	scheduled	Spring, Summer	May, June Aug 2020	25%	1 to 2 x per year school groups or RFOV Youth Corps will manually pull one section of the park. 2 to 3 hours only. Ascendigo vocational 6 weeks; two people, one day a week.
Steam Machine burn down	High	experimental	Spring & Summer	April, May, June Aug 2020	?	Potential technique that could be tried this year because we own a machine.
Avenger Spot Spray Burn Down natural, non-chemical herbicide	High	In Progress	Spring, Summer	June, July, August 2020	50%	# of Gallons of avenger 4 (one case) (6 to 1 ration with water) Need to re-apply every 2-3 weeks. Lacked the trained staff to stay with this schedule.
B List Colorado Noxious Weed List Canadian & Scotch Thistles	High	as needed	mid summer	2020 spring	40%	Cut down all thistles that were flowering and before the went seed. Removed all debris. 1 employee or two temp workers 1 day.
B List Colorado Noxious Weed Mitigation Required Common Ragwort	High	as needed	Spring, Summer	2020	60%	Hand pulled common ragwort when noticed. 1 employee in travels. Mandated to eradicate by 2022.. Spot Spray recommended
B List Colorado Noxious Weed Hoary Cress (White Top) mitigation	High	proposed	Spring, Summer	2020	50%	White top will need to be spot sprayed before it gets out of control. If we catch it while it is small then eradication will be less spray then if we wait.
Seek consultation with Natural Land Manager Specialists for next step	Normal	scheduled	February	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.
Spot spray Use of chemical based Herbicide	High A and B list weeds	proposed	Spring, Summer	2020	0%	This step will be necessary when the previous methods of weed mitigation have not been successful on A & B

2020

TOC Turf Parks						
Weed Control Method	Priority	Status	Season	Date	% effective	Notes
Soil & Turf Evaluation	Normal	In Progress	Spring	2020	50%	Soil samples from Sopris Park and Hendricks Soccer Field to be sent in for analysis. Potential to send in other samples from turf parks if we see issues.
Aeration	Normal	scheduled	Spring	2020	80%	parks contain clover and dandelions, good turf root systems parks have less.
Fertilization	Normal	scheduled	Spring	2020	80%	parks contain clover and dandelions, good turf root systems parks have less.
Over Seed	Normal	scheduled	Spring & Fall	2020	80%	parks contain clover and dandelions, good turf root systems parks have less.
Applying soil conditioners or organics	Normal	Not Started	Fall	2020	0%	Depending upon the results of soil samples. Potential additives to our Aeration, fertilization and overseed techniques.
Top Dressing	High	completed	Summer	2020	100%	Summer 2019 Hendricks & Miners Soccer Fields Top Dress product could have used more sand to enhance leveling.
Mowing regimen	High	In Progress	Seasonal	April 15 - Oct 15	100%	Height of Mowers 2.5" , 1 x time per week.
Watering Regimen	High	In Progress	Seasonal	April 15-Oct 15	100%	
Avenger Spot Spray Burn Down natural, non-chemical herbicide	Low	Not Started	Spring	2020	0%	# of Gallons of avenger (6 to 1 ration with water) is more effective on broad leaf weeds and cannot be used on turf fields because it is non-selective.
Steam Machine Weed Burn	High	Experimental Phase	Spring, Summer	2020	0%	Town now owns a machine so we will experiment with it in weed problem areas.
Seek consultation with Natural Land Manager Specialists for next step	High	Not Started	Spring	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.
Spot spray Use of chemical based Herbicide	Low	Not Started	Spring	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.

These are Sopris Park, North Face Park, Historical Park, Thompson Park, Bonnie Fisher Park, Hendricks Soccer field, Holland strip, Hendricks Strip, Miners Park, Colorado Meadows, and Gianinelli Park.

Spring aeration with tine about 4" depth. (Feb. to Mar.)
 Spring fertilization after irrigation is on. (Apr. to May.)
 Parks that have heavy usage (Sopris & Hendricks) will Aerate in the end of July. If necessary apply fertilizer.

2020

Baseball Infields

Weed Control Method	Priority	Status	Season	Date	% effective	Notes
Infield drag with the 5&1 twice a month	Normal	Completed	all season	2020	50%	Drag with the grader, pulling all annuals. Manually remove all weeds and throw away.
Hand pull and dig bindweed and grass	Normal	Completed	Late fall	2020	?	Two temp workers dug up root systems of the bindweed and grass. 2 temp workers 3 days. Removed all weeds
Spot Burn with handheld weed burners	Normal	scheduled	spring/summer	2020	?	Pre-season when plants are flowering prior to going to seed.
Carpet weed steam the entire infield to kill all seeds	low	on schedule	early spring	2020	?	This will be experimental with our new weed machine.
Manual Weed Pull with students as a public lands stewardship work project	low	on schedule	mid summer	2020	?	Roaring Fork Outdoor Volunteers organize Summer Advantage Students from Crystal River Elementary One Day only .
Seek consultation with Natural Land Manager Specialists, for next step	Low	Not Started	Spring	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.
Spot spray Use of chemical based Herbicide	Low	Not Started	Spring/Fall	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful..

The bind weed is taking over and needs to be dealt with. The root system grows horizontally about 6-10 inches below the surface sending off shoots of new plants. Just hand picking the foliage only makes the weed stronger and bigger. I want to see if digging the root systems will slow down the spread. If the bind weed is unaffected from the manual pull, I will recommend spraying in the spring of 2021.

2020

TOC Gateway RV Park

Weed Control Method	Priority	Status	Season	Date	% effective	Notes
Camp hosts to spray with avenger and burn as they see fit	Normal	done as needed	camping season	2020	50%	Camp hosts are supplied with avenger and a weed burner to take care of small spots as they come up.
Steam Technique	Normal	scheduled	early spring	2020	?	Trying the new weed steamer on the ground cover in the camping spots when they first flower.
Hand extraction	Normal	scheduled	Spring	2020	?	Two temp workers to hand pull for two days plus one Friday with seasonal parks crew.
Cut down flowering thistle	High	Scheduled	Spring, Summer	As needed 2020	50%	Cut down and removed all thistles that had flowered but not seeded yet.
B List Colorado Noxious Weed - Scotch Thistles & Canadian Thistles	High	Scheduled	Spring & Summer	2020	?	Thistles are a tri annual plant propagating by seed. If we can keep the thistles from going to seed then we will slow down the infestation. It takes many years but works as long as we keep on top of it. After a thistle flowers it will usually not put out another flower so mitigation has to be done after the thistle has flowered.
Seek consultation with Natural Land Manager Specialists for next step	Low	presently not needed	camping season	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.
Spot spray Use of chemical based Herbicide	Low	not scheduled	Spring, before park opens	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.

2020

TOC Promenade Park

Weed Control Method	Priority	Status	Season	Date	% effective	Notes
Burning	Low	Not Started	Spring	2020	0%	Due to proximity to residential properties this would not be prudent for this park.
Manual Extraction	Low	Scheduled	Spring/ Summer	June, July	50%	In progress :crusher fine areas and the pathways. Ascendigo Vocational program and UPS workers
Fertilization	Low	Not Started	Spring	2020	0%	
Over Seed	Low	Not Started	Spring & Fall	2020	0%	
Applying soil conditioners or organics	Low	Not Started	Spring	2020	0%	
Mowing regimen	High	scheduled	Seasonal	2020	80%	Height of Mowers, 1 times every 2 to 3 weeks. Weed whack growth where mowers can't reach.
Watering Regimen	High	scheduled	Seasonal	2020	50%	Good growth of natives but also of weeds.
Avenger Spot Spray Burn Down natural, non-chemical herbicide	High	scheduled	Spring/ Summer	2020	50%	# of Gallons of avenger 4 (6 to 1 ration with water) used on pathways and picnic pavilion only. Requires re-application and not effective on bind weeds without large leaf surface areas.
Steam Machine Weed Burn	High	Experimental Phase	Summer	2020	?	Purchase of steam machine in 2020 will allow experimentation on crusher fine paths and picnic shade areas for the summer of 2020
Seek consultation with Natural Land Manager Specialists for next step	High	Not Started	Spring	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.
Spot spray Use of chemical based Herbicide	Low	Not Started	Spring	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.

2020

TOC Nature Park

Weed Control Method	Priority	Status	Season	Date	% effective	Notes
Uplands and Wetlands Evaluation	Low	Completed	Spring	2015	0%	Conducted by Ryan Sparhawk in 2015
Burning	High	Scheduled	Spring	2020	0%	Last burn was 2017 Spring. 2018 drought conditions and did not have manpower for burn window due to other park projects in 2019.
Flood Irrigate	Low	Not Started	Summer	2020	0%	Last Flood Irrigation was 2016
Manual Extraction	Low	Not Started	Year round	2020	0%	Potential volunteer effort with schools or established "Friends of the Park" groups. Town staff does mitigation work on Canadian Thistle on adjacent hillside and will take over maintenance of the Solar Array.
Goat Pasture Technique	Low	Not Started	Spring & Sum	2020	0%	Could be cost prohibitive on this parcel, unless we owned some goats.
Fertilization	Low	Not Started	Spring	2020	0%	
Over Seed	Low	Not Started	Spring & Fall	2020	0%	A reestablishment of some native plants in areas of noxious weed infestations.
Applying soil conditioners or organics	Low	Not Started	Spring	2020	0%	
Biologics : Introduced Rust Fungus	High	Started in 2015	Spring	4 year process	70%	Specific to the Canadian Thistle, Colorado Department of Agriculture experiment on 1 patch, 148 stem in 2015 down to 44 stems in 2019.
Mowing regimen	Low	Summer mowing season	Seasonal	2020	15%	Path to Archery Range. And around Solar array fencing.
Watering Regimen	Low	Not Started	Seasonal	2020	0%	This was a suggestion from the 2015 Parks Recreation and Trails Master Plan. We only irrigate the trees and plants around the solar array.
Avenger Spot Spray Burn Down natural, non-chemical herbicide	High	Not Started	Spring	2020	0%	# of Gallons of avenger (6 to 1 ration with water) Lack of adequate staffing to conduct. Must re-apply every two weeks to be effective. Will try in solar array in 2020.
Seek consultation with Natural Land Manager Specialists for next step	High	Not Started	Spring	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.
Spot spray Use of chemical based Herbicide	Low	Not Started	Spring	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.

2020

TOC Nuche Park

Weed Control Method	Priority	Status	Season	Date	% effective	Notes
Burning	Low	Not Started	Spring	2020	0%	
Manual Extraction	Low	Not Started	Spring	2020	0%	
Goat pasture	Low	Not Started	Spring & Summer	2020	0%	Cost could be prohibitive, unless we own our own goats.
Fertilization	Low	Not Started	Spring		0%	
Over Seed	Low	Not Started	Spring & Fall	2020	0%	
Applying soil conditioners or organics	Low	Not Started	Spring	2020	0%	
Mowing regimen	Low	Not Started	Seasonal	2020	0%	Height of Mowers, x times per week. Weed wacking to scalp weeds prior to seeding.
Steam Machine burn down	Low	experimental	Spring & Summer	2020	0%	Potential technique that could be used now that we own a machine. Cost prohibitive if we do not.
Watering Regimen	Medium	Not Started	Seasonal	2020	0%	No irrigation system, planted trees have died, with irrigation we could plant trees and native cover crops.
Avenger Spot Spray Burn Down natural, non-chemical herbicide	High	scheduled	Spring/ Summer	2020	0%	# of Gallons of avenger (6 to 1 ration with water) Have not tried this in this park, but the potential for this to work is high due to small infestations of weeds.
Seek consultation with Natural Land Manager Specialists for next step	High	Not Started	Spring	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.
Spot spray Use of chemical based Herbicide	Low	Not Started	Spring	2020	0%	This step will be necessary when the previous methods of weed mitigation are not successful.



TOWN OF CARBONDALE
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To: Mayor Dan Richardson and fellow Town of Carbondale Trustees
 From: Trustee Erica Sparhawk
 Date: February 19, 2020
 Re: Allowable amounts of rabbits within Town limits

Background

In late 2019, local rabbitry owner, Matt Kennedy, came to the Board to request that our existing Domestic Animal regulations be changed to allow for more rabbits on residential properties within town limits. After a public discussion in December, the Board agreed to move forward with an ordinance change to increase the allowable number of rabbits. In an effort to minimize staff time, I agreed to prepare a draft ordinance.

Support in Existing Plans

It's important to understand that our community has articulated support for local food and services and that support has been included in two important documents for the town. The first and most clearly articulated is the 2013 Comprehensive Plan. The second document is the 2017 Climate Action Plan. I've included the relevant excerpts from the two plans below.

2013 Comprehensive Plan References:

Chapter 2: Vision Goals and Strategies

Goal 1 - Build from Carbondale's economic strengths to cultivate a unique role in the regional economy.

Strategy I - Develop a business attraction and recruitment strategy for target industries including but not 24 limited to: sustainability enterprises, light manufacturing/cottage industries, technology development, outdoor industry (equipment, media, design), professional services and management, land development services, arts and entertainment enterprises, senior communities (for example, an assisted living center) and local food production.

***Goal 4 -** Support the enhancement of local food production systems (i.e. growing, processing, marketing, and consumption).

Strategy B - Encourage small-scale urban farming in town including community gardens, orchards, greenhouses, and livestock/fowl in acceptable numbers for residential neighborhoods.

Climate Action Plan References:

Local Food and Production and Purchasing Section

Goal: Increase local food availability by supporting local growers and businesses that sell locally grown produce, dairy, eggs and meat.

Vision for 2050: An abundance of locally raised foods and products are available.

Strategy 2: Increase production, availability and consumption of locally grown food.

Sub-Strategy: Increase food availability by supporting local growing efforts

Tactic: Assess local family policies – identify how local policies support or hinder agricultural production.

Updating our Regulations

Based on guidance from the December meeting and reading the local food goals and strategies that we've set in the 2013 Comprehensive Plan and the 2017 Climate Action Plan, I've used the existing chicken regulations as a template. Two rabbitry operators, Matt Kennedy and Brett Meredith have provided input.

Before we dive in, here are a few rabbit definitions and facts that helped me in the drafting. Plus words are fun:

- Rabbitry: a place where domestic rabbits are kept also: a rabbit-raising enterprise.
- Doe: female rabbit
- Buck: male rabbit
- Fryers: juvenile rabbits - ideal harvest age
- Kits or kittens: baby rabbits

Rabbits can have 7-15 kits at a time. They gestate for 30 days. Rabbits are ideally harvested around 4 months old. Rabbits are quiet so they do not have the same impact on neighboring properties as chickens or other fowl. They also naturally stay warm, so don't have the same shelter requirements that chickens do.

Considerations for the Board:

1. I would like us to include WhereAs statements in the ordinance to capture the reasons for this ordinance so that future boards understand. These can reference the existing plans we have in place that encourage local food production, we could encourage a local slaughter facility in a commercial/industrial zoned area, and reference how this is one way to maintain our small town character and the desire to keep Carbondale funky. I didn't draft them yet because I wanted to get the meat of the ordinance done.
2. Some communities allow the number of rabbits based on a number per square foot (like 10 sqft per rabbit). This would require more research and a new draft from what I've included. But could help provide better guidance that is based on property size.

Draft Ordinance Language:

Rabbits may be kept within the Town limits according to the following restrictions and conditions:

(1) Maximum number of rabbits allowed. Except with regard to communal rabbit pens, addressed in Paragraph (3) below, no more than enough rabbits and rabbit kits, fryers (juveniles) and adults to maintain 15 rabbits, the total number of rabbits not to exceed 30 rabbits of any age at any time, shall be allowed upon any property located within any residential zone district, regardless of the number of residences located upon the property. No individual shall slaughter rabbits for commercial purposes.

(2) Rabbit pen and run requirements. Any person keeping rabbits within the Town shall install and maintain a rabbit pen (meaning an enclosed facility for housing rabbits) and run (meaning an enclosed and secured facility within which rabbits are able to move around outside of the pen) in accordance with the following requirements:

a. The pen shall be located so it has the least amount of impact on adjacent dwellings and properties at a location at least three feet from all property lines provided that no setback shall be required from adjacent

Town-owned properties or street rights-of-way. All pens that be built of uniform materials. Any heat source for the pen shall be located at least ten feet from any combustible fence or structure, and must be a UL-listed device and installed according to the manufacturer's instructions. A separate pen for the buck is recommended.

- b. The footprint of any rabbit pen shall not exceed 120 sqft and the maximum height shall be eight feet.
- c. Rabbit pens and runs shall be enclosed with wire or other materials to contain the rabbit and prevent wildlife or domestic animal intrusion.
- d. Rabbit feed shall be kept secure from rodents and other wildlife. Spillage or leftover feed must be removed daily to prevent rodent propagation and odors, with particular attention given to not attract bears.
- e. Rabbit pens and runs shall be kept clean to prevent odors.
- f. Any fencing surrounding a pen shall be buried at least one foot below grade to prevent predator intrusion.

(3) Communal rabbit pens. Communal rabbit pens (meaning enclosed facilities housing rabbits that are shared by more than one residential property owner) may contain up to 15 rabbits and rabbit kits, with the total number not to exceed 30 rabbits of any age at any time, per residential unit participating in the communal facility; provided that in no case shall a communal rabbit pen/yard house more than 60 rabbits of any age. Residential property owners participating in such proposed communal rabbit pen shall first be required to apply for and obtain a conditional use permit pursuant to the procedures and standards set forth in the Unified Development Code. All authorized communal pens may be larger than 120 sq ft in size provided that all zoning standards for sheds in excess of this size shall apply. Except as otherwise provided by this Paragraph, or unless further restricted pursuant to the terms and conditions of any conditional use permit, communal rabbit pens shall meet all standards required in Paragraphs (1) and (2) above.

Recommendation:

Recommend that we ask Jay and Mark to incorporate Council feedback into a final ordinance.

March 10, 2020

Mary B. Neumayr, Chair
Council on Environmental Quality
730 Jackson Place NW
Washington, DC 20503

Submitted via web portal: <https://www.regulations.gov/document?D=CEQ-2019-0003-0001>

**Re: Update to the Regulations Implementing the National Environmental Policy Act,
RIN 0331-AA03**

Dear Chair Neumayr:

Thank you for this opportunity to comment on the Council Environmental Quality's (CEQ's) proposal to amend regulations implementing the National Environmental Policy Act (NEPA) for all agencies. The ability to provide public comment during rule changes is essential and must be preserved in any federal action, including NEPA. Due to our concerns discussed below, we ask that CEQ withdraw the proposal published in the Federal Register on January 10, 2020.

Carbondale, CO is surrounded by federal public land managed by the Forest Service (FS) and the Bureau of Land Management (BLM). These scenic lands are critical to our town's identity, economy, ranching operations, recreation amenities, clean water, and quality of life. We deeply value not only these landscapes but our productive partnership with the federal agency professionals with whom we work to protect and wisely manage these resources. Many of our cooperative efforts have been prompted, or facilitated, by the public process that is at the heart of NEPA.

NEPA has played a vital role in effective communication between the Town of Carbondale and federal agencies for the last half-century, and in furthering our mutual understanding of the impacts and wisdom of federal agency actions. We value NEPA for its success in: (1) ensuring that federal agencies 'look before they leap' by using the best available science to disclose the environmental impacts of, and alternatives to, their proposed actions; and (2) informing the public of agency plans, and including the public in agency decision-making by seeking and responding to citizen input.

We are therefore deeply concerned that CEQ has proposed to fundamentally weaken NEPA regulations in a manner that will reduce the disclosure of environmental impacts and the effectiveness of, and opportunities for, the public to participate in federal agency decisions. While CEQ has proposed dozens of changes that will fundamentally alter the NEPA process, we focus on seven significant aspects of the proposed revisions herein.

Ignoring all but the most direct environmental consequences. Current NEPA regulations require federal agencies to disclose the direct, indirect and cumulative impacts of a proposed action, thus ensuring that decision-makers and the public understand the full range of a project's effects. The proposed rule would eliminate an agency's duty to disclose "cumulative" impacts and allow agencies to ignore "indirect" impacts as well. Analysis would be limited to those deemed to have "a reasonably close causal relationship to the proposed action," with no analysis

of indirect or cumulative effects that are considered to be “remote in time, geographically remote, or the product of a lengthy causal chain.” Proposed 40 C.F.R. § 1508.1(g). Carbondale opposes this approach.

Eliminating federal agency consideration of cumulative impacts appears designed to end all disclosure of an action’s potential to worsen climate change. Climate change is, by its nature, the product of cumulative actions, with thousands of individual and governmental decisions making small contributions, which add up to a massive global threat. That threat is already causing damage in western Colorado. Temperatures in our state have risen in recent decades, leading to a longer fire season, longer and more sustained insect infestations in nearby forests, and threatening the stability and volume of water that supplies our homes and supports our ranching and agricultural needs.

Turning a blind eye to the climate pollution impacts of decisions about energy and transportation infrastructure, and fossil-fuel development on federal public lands in Colorado could undermine our local and state policy goals and harm residents. We oppose what is effectively climate denial.

Setting arbitrary deadlines for the completion of environmental reviews. The proposed rules generally require that agencies complete an Environmental Impact Statement (EIS) within two years, and an Environmental Assessment (EA) within one year, regardless of project size, complexity, or controversy. Proposed 40 C.F.R. § 1501.10(b). Such timelines may make it impossible for agencies to gather necessary site-specific information about potential impacts, particularly where values important to consider – stream levels, the presence of wildlife or rare plants – may vary from year to year. Compressed timelines also make it more likely that agencies will not have time to carefully consider citizen and local government input, and change course to reflect that input, resulting in less responsive decision-making.

We appreciate that a primary goal of CEQ’s draft rule is to speed agency reviews. We also understand that a primary limitation on the speed with which agencies can analyze and prepare projects is not NEPA regulations, but federal fiscal constraints. We fully support adequate federal funding for staff and budgets to facilitate the analysis and outreach required to ensure that project decision-making reflects NEPA’s fundamental principles. We do not believe that restricting public – and local government – involvement by curtailing consideration of sound science and environmental impacts on a compressed schedule is a sound way to build support for, and to effectively complete, important projects.

Restricting the scope of projects subject to environmental disclosure. The draft rules allow agencies to avoid preparing NEPA reviews altogether by claiming that they are providing “minimal” funding for, or have “minimal” involvement in a private development proposal. Proposed 40 C.F.R. §§ 1501.1(a)(1) & 1508.1(q). The proposed rules would allow an agency to claim that complying with NEPA would be inconsistent with Congress’ intent under another statute or that an entirely different process designated to satisfy other goals can serve as a substitute for environmental analysis and public review under NEPA. Those decisions could be made on a case-by-case basis (i.e., behind closed doors with the project proponent). Proposed 40 C.F.R. §§ 1501.1(a)(4)-(5) & (b).

Discouraging comprehensive review. Where NEPA would apply, the draft regulations encourage agencies to undertake the bare-minimum level of analysis. Detailed environmental impact statements would only be prepared as a last resort, and the likelihood that a proposed action would impact irreplaceable archaeological resources, parks, wilderness, endangered species, or other sensitive resources would no longer be a factor in considering whether detailed analysis is necessary. Proposed 40 C.F.R. §§ 1501.3, 1501.4, 1501.5, 1501.10.

Raising private over public interests. In the rare instance that a proposal would need to go through full environmental review, the draft regulations would authorize a project proponent (e.g., a mining, drilling, logging, or highway-building firm) to define the project's "purpose and need" to fit only what the company wants. Proposed 40 C.F.R. § 1502.13. Then, the only "alternatives" to the proposed action the agency must consider would need to accomplish that proponent's purpose and would have to be "economically and technologically feasible" for the company. Proposed 40 C.F.R. §§ 1502.14, 1508.1(z). In other words, the proposed rules would permit agencies to ignore alternative courses of action proposed by members of the public that meet public, rather than private, goals. For example, a land management agency could decline to consider an alternative pipeline or road alignment that protected a critical municipal watershed or important Tribal cultural sites because the project proponent considered spending more money to avoid those resources to be economically "infeasible." Federal agencies should serve the people, not just private interests who may value their own bottom-line above the public interest.

Imposing barriers to public participation and accountability. The proposed regulations allow an agency to ignore public comments that it asserts are not "specific" enough or do not include reference to data sources and scientific methodologies. Proposed 40 C.F.R. §§ 1500.3(b), 1503.3(a), 1503.4. Comments that are not submitted within the agency's strictly imposed time limits would be rejected out of hand. Proposed 40 C.F.R. §§ 1500.3(b), 1501.10, 1503.3(b), 1503.4. Further, if aggrieved communities or individuals seek to hold an agency accountable for failing to comply with the law, they may be precluded from doing so if they do not meet strict new "exhaustion" requirements. One of the cornerstones of our democracy is that no one is above the law, including federal agencies. Restricting the public's ability to participate in agency decision-making and to challenge unlawful behavior undercuts that democratic principle.

Risking conflicts of interest in preparation of environmental reviews. Under proposed rule 40 C.F.R. § 1506.5(c), companies would be allowed to write environmental impact statements on their own projects, and federal contractors would no longer need to disclose conflicts of interests or financial stakes in the projects they are reviewing. This would increase the potential for the analysis to be skewed to minimize a project's damage, and would decrease public confidence in the impartiality of the analysis. NEPA should improve, not diminish, the transparency of federal decisions.

The current NEPA regulations are not perfect, but they have largely achieved the twin goals of requiring agencies to look before they leap and of permitting the public a voice in decisions that impact their communities, their air, their water, and wildlife. We believe that the proposed regulations undermine both goals. We therefore request that the CEQ withdraw the proposed rulemaking.

Sincerely,

Cc: Edward A. Boling, Associate Director, Council on Environmental Quality,
Edward_A_Boling@ceq.eop.gov

**MINUTES
BIKE, PEDESTRIAN, AND TRAILS COMMISSION
January 6, 2020**

CALL TO ORDER

Matt Gworek called the meeting to order at 6:00 pm on January 6, 2019 in Room 1 at Town Hall.

ROLL CALL

The following members were present for roll call:

BPTC Members:	Matt Gworek, Chairperson Niki Delson, Member Laurie Loeb, Member Meg Plumb, Member Michael Gorman, Member
Town Staff Present:	Eric Brendlinger, Parks & Recreation Director Ben Bohmfalk, Trustee Liaison Kae McDonald, Boards and Commissions Clerk
Guests:	None

CONSENT AGENDA

Motion Passed: Laurie ***moved*** to approve the Bike, Pedestrian, and Trail Commission meeting minutes from December 2, 2019. Meg ***seconded*** the motion, and it was ***unanimously approved***.

PERSONS PRESENT NOT ON THE AGENDA

There were no persons present, not on the agenda, who wished to address the Commission.

RED HILL TRAIL SIGNAGE

Eric Brendlinger, TOC Parks & Recreation Director, presented two topics for discussion including the proposed language for the Red Hill Trails Kiosk Design and the anticipated trail closure during the Garfield County Road 107 realignment. The Red Hill Trails wayfinding signs have been finalized and are in production; he anticipates that they will be installed within the coming month. The trail signs are directional and indicate separate-use trails. These are well-explained and symbolled. We want to figure out a way to reiterate this information at the trailhead.

They are now in the second phase of the project, which is to design the trailhead kiosk, in order to have the signage ready for installation once Garfield County Road 107 is realigned this spring. Part of the design package is to determine how to efficiently convey the posted rules and regulations to the trail users, and Eric is currently pulling together perspectives from a variety of audiences. He anticipates returning to an upcoming meeting for final approval. However, Eric indicated that given the fact that there are multiple jurisdictions with variations on some of the rules and regulations, developing the language to be posted at the kiosk isn't necessarily straight-forward. For example, considering how to control dogs varies across each jurisdiction involved:

- The BLM recommends that dogs be on a leash;
- The Red Hill Council (who assists in administering the Red Hill SRMA) requires dogs to be on a leash;
- Dogs must be on a leash on all TOC-owned property unless it is designated as an off-leash area;
- Garfield County (who enforces rules and regulations outside town limits) requires dogs to be on a leash, or under sight/verbal command.

Eric indicated that there are a number of reasons—both in terms of safety and environmental protections—to require dogs to be on leashes, especially at the base where three trails funnel into one.

The other two categories that pertain to the Red Hill signage are whether to have bilingual signs—to which all were in favor—and how to address the most recent ruling from the Department of the Interior to allow E-bikes on BLM trails. Eric went on to say that he had spoken with the National BLM representative concerning the ruling, and the BLM representative indicated that it would require a change in law and at the minimum, this is a nine-to-twelve month process. The BLM's official position is that non-motorized trails are not available for E-bike use. Currently, it is up to the local jurisdiction (for example, the Colorado River Valley Field Office) to make the determination to allow E-bikes on non-motorized trails. The CRVFO may wait to see how this topic is addressed elsewhere, so it may still be some time before they make those determinations. The challenge will be to design the signage effectively so that it can be changed, if needed.

Aspen Valley Land Trust will also have two signs posted. One will be along Ruthie's Trail and it will be an overview of the landscape. The other will be at the trailhead and will acknowledge AVLT and those that donated money to acquire the property.

The final part of Eric's presentation was to provide information on the upcoming public awareness campaign on the County Road 107 realignment to be completed this spring. The road will align north-south with Highway 133, and the two new parking lots will be located to the west of the current parking lot. There will be 59 parking spaces in the upper parking lot that will primarily service access to the trails, and 41 parking spaces in the lower lot for commuter parking. There will be a secondary trail that will provide access from the lower lot and for those coming from town. The trailhead and all access to the trails from the front side will be closed

during the road realignment. The anticipated closure is two weeks, but it could last longer. The exact timing of the closure isn't known yet.

Leash Law Questions/Comments:

Meg: Is there signage that delineates the property boundaries of BLM property and Town property? Eric: The boundaries will only be differentiated on the kiosk map.

Meg: How much enforcement can be expected? Can the verbiage provide logical reasoning for the rules with the goal of providing motivation for self-regulation? If the explanations for the leash laws can be composed as bullet points, people are more likely to read and absorb the information.

Laurie: The multi-use nature of the Red Hill trails argues in favor of leash laws.

Matt: The Red Hill Council struggled with this issue. If the property boundaries are designated along the trails, it is easier for people to ignore the more restrictive rules. Is there any reason to deviate from the BLM rules and regulations?

Eric: The majority of people would probably prefer to see dogs on a leash, but providing reasons why this is necessary makes people more comfortable with the rules. The current kiosk at Red Hill does list many of the reasons for the leash law.

Matt: Will the signage conventions be consistent between the BLM and Town properties? Eric: No.

Niki: The rules for dogs on trails should follow those for trails within the Town. However, if there is no enforcement, there is less likelihood that people will follow the rules.

Ben: How is this property designated?—private, public right-of-way, or park? Eric: This is a new category, since it was gifted to the Town.

E-Bike Questions/Comments:

Matt: I prefer to match what the BLM is doing. Has there been any discussion of allowing E-Bikes on other Town trails?

Eric: Nothing has really changed since RFTA did their study for the Rio Grande Trail. It is a topic that does need some continued consideration.

Michael: Pitkin County has developed guidance for E-bikes on their open space. I feel like we have more say in what happens on Town property versus BLM property.

Laurie: It comes down to trail safety, and I question the level of experience many E-bike users have when it comes to the type of trails on Red Hill.

Ben: Allowing E-bikes on the Red Hill trails is questionable given the level of use of that area.

Meg: This discussion highlights the need for adaptability in the signage and ways to change the signs in an aesthetic, but efficient, manner.

Eric: The rules have definitely changed in the last few years with the BLM's acquisition of the Schutte property. Only hikers and bikers are allowed to access the trails on the front side, while equestrians have access from the Schutte property.

Ben: Is it possible to reference the Schutte property on the signage—especially directions on how to get to it.

Niki: Will there be doggie bags provided along the trail?

Eric: There will be port-o-potties and recycling/trash receptacles at the trailhead. There isn't an efficient way to maintain trash receptacles along the trails.

Matt: Perhaps a reminder that there aren't trash cans along the trails would be helpful. Emphasize the "Leave No Trace" philosophy.

CONSIDER TWO PEOPLE FROM THE BPTC TO PARTICIPATE IN THE 8TH STREET RFP REVIEW PROCESS

Matt introduced the topic of having two members of the BPTC participate in the 8th Street RFP review process. The task will take place during business hours during the last week in January or the first week in February. Meg recused herself from the process. Matt is interested in participating, and once he is notified when the meetings will be held, he will let the other commissioners know in case there is one more person available to help review the RFPs.

BPTC GOALS

Matt introduced the topic by stating that given the many opportunities to improve the bike and pedestrian infrastructure of the town, a strategic plan is needed to guide the group. He wanted to encourage discussion of the mission/vision of the group, and what individuals would like to accomplish during their tenures.

Laurie: I would like to see the peaceful and safe co-existence of cyclists, pedestrians, and vehicles.

Meg: My perspective is two-fold. In my professional background, I am accustomed to seeing the big picture and how it is executed. In my personal life, my perspective is of a family-friendly orientation for Carbondale. In my tenure as a BPT Commissioner, I have observed reactionary rather than pro-active stances on many issues. I would feel better about a pro-active/public outreach agenda in which we gather information from current town residents and think about how to thoughtfully tackle projects and provide guidance to the Board of Trustees.

Matt: In terms of an objective, you would like to see the town become more family-friendly, and you would like to see the BPTC become more pro-active in achieving specific goals.

Meg: I can't say that it isn't family-friendly—I am still figuring that out. All I am saying is that is the lens through which I am viewing things right now, but I don't think that the family-friendly factor should be amplified more than any other factor.

Niki: My perspective is based upon my role as a community organizer and working with marginal communities and the underserved. I agree with Meg that we need to go out to the community and getting multiple perspectives, and that is what CAFCI is doing. We are missing big pieces of the community, especially looking at it through a bi-lingual perspective. I would like to emphasize building interpersonal and organizational relationships with groups that have a different "lens."

Matt: I know we have touched on this before, but as a Commission, we need to find events that we can be a presence at, in order to gain that feedback. But maybe we need to re-think how we are going to do that, so we can get those perspectives from under-served and marginal populations.

Laurie: One of the ways we could do that is to establish a calendar of events and venues where we can be a presence.

Meg: We do need to acknowledge, however, that as a commission, we are only a few people with limited resources. We need to be clear about what we want feedback on.

Matt: From my perspective, there are three items to focus on:

- 1) Let people know that the Commission exists;
- 2) Address how to discover groups that might have needs we aren't aware of;
 - Find a way to share that information with other interested groups;
 - Develop/leverage partnerships for projects.
- 3) If our mission is to create a bike and pedestrian friendly community, how do we do that?
 - Safety is a good place to start;
 - How do we make our community accessible to all;
 - Improve mass transit.

Meg: The Bike-friendly Community score card has a lot of recommendations—we could start by reviewing that.

Matt: I think the goal would be to try to achieve Platinum level. I will send a copy out to everyone.

Ben: I would like to refer everyone to the BPTC webpage, and the Resolution that established the Commission in 2010; it covers a lot of the topics we are talking about now.

Matt: I would like everyone to think about how we can be more pro-active and who we can partner with to achieve our goals.

Meg: Perhaps we can develop some sort of outline that anticipates the cycle of a year. For example, in the spring we could focus on education, followed by a focus on enforcement and safety through the summer and early fall, and then look at our budget with an eye towards capital improvements at the end of the year. Once we have our objectives, we could then allot two meetings per objective that is based on the seasonal cycle we establish.

Matt: For our next meeting, I would like everyone to review the Resolution that established the BPTC and look through the Bike-Friendly Community Scorecard. Action items to think about are goals to help Carbondale achieve Platinum status and what we would like to accomplish at our meeting through the remainder of 2020.

Niki: I would like to also like to look at any infrastructure/shovel-ready projects, because there are two large organizations providing grants on the western slope and as a Commission we could tap into that funding.

ADJOURNMENT

The January 6, 2020, regular meeting adjourned at 7:35 p.m. The next regular meeting is scheduled for February 3, 2020, at 6:00 pm.

Respectfully submitted,
Kae McDonald

**MINUTES
CARBONDALE PUBLIC ARTS COMMISSION
January 8, 2020**

CALL TO ORDER

Susan Johnson called the Carbondale Public Arts Commission to order at 5:35 pm, January 8, 2020 in Room 2 at Carbondale Town Hall.

ROLL CALL

The following members were present for roll call:

CPAC Members:	Ann Harris, Co-Chairperson Susan Johnson, Co-Chairperson Joe Burleigh, Member Carol Klein, Member Casey Bowen, Member Brian Colley, Member Britni Johnson, Member Kris Elice, Member David Thickman, Prospective Member
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Town Staff Present:	Laurie Lindberg, Town Liaison Kae McDonald, Boards & Commissions Marty Silverstein, Trustee Liaison
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CONSENT AGENDA

Motion Passed: Carol *moved* to approve the minutes from the November 6, 2019 meeting. Kris *seconded* the motion, and it was *unanimously approved*.

PERSONS PRESENT NOT ON THE AGENDA

There were no persons present, not on the agenda, who wished to address the Commission.

CPAC BUDGET

Laurie indicated that the CPAC budget is \$21,000.00 for 2020.

MARKETING PROPOSAL

Casey presented a proposal for a marketing strategy to increase attendance at the ArtWalk. The proposal will be for up to ten hours of time at a flat fee of \$150.00 with the work products to be a clear timeline and grassroots strategy that can be used on an annual basis. Laurie listed those things she did to promote CPAC and Art Around Town. These include: updating the CPAC webpage on the Town website, maintaining the CPAC Facebook page, advertise the sponsor page, facilitate two CAFÉ emails in December and January, submit CPAC information for the Town's weekly report to the Sopris Sun, submit press releases to KDNK as needed, and produce posters for the show. Casey highlighted the fact that the marketing strategy produced would be

targeted at increasing attendance at the ArtWalk. Susan questioned whether there is enough digital marketing, and whether the marketing is reaching a wide enough audience. Brian added that he could include the CAFÉ call for artists in the Carbondale Arts newsletter. Both Ann and Kris were supportive of the marketing proposal. Susan questioned whether there would be enough follow-through by CPAC in implementing the marketing strategy. David asked if there would be a way to assess whether the strategy was successful. Marty suggested that CPAC could hand out a survey at the ArtWalk to get feedback on how attendees had heard about the event.

Motion Passed: Britni *moved* to accept the marketing strategy proposal with a flat fee of \$150.00. Susan ***seconded*** the motion, and it was ***unanimously approved***.

VOTE ON NEW APPLICANT: DAVID THICKMAN

David Thickman has satisfied the three-meeting attendance requirement, and his application will be forwarded to the Board of Trustees for approval.

GSQUAD COLLABORATION WITH CPAC

Genevieve Villamizar attended the meeting to introduce a possible collaboration between the Garden Squad (G-Squad) and CPAC to pair-off certain downtown gardens with sculptures. She provided some background on the G-Squad—it was pitched to Roaring Fork Leadership as a nine-month program to take better care of public gardens in Carbondale, as well as to offer educational opportunities and fundraising avenues. Although there are three people that oversee the program, the twice monthly weeding sessions can attract additional volunteers. As the program was vetted by RF Leadership, the direction has been to focus on the gardens in downtown Carbondale. Genevieve related that her inspiration for the possible collaboration are installations at the Denver Botanic Gardens that pair off sculptures with specific gardens that highlight the sculptures. Genevieve listed several garden locations where sculpture installations might be feasible including the bulb-outs along Main Street, the Xeric demonstration garden behind the Recreation Center, the Artway, 6th and Colorado, and 2nd and Main.

Questions/Comments:

Laurie pointed out that some areas might not have sufficient irrigation to support certain kinds of plantings, as well as the fact that there are a limited number of locations where the marble bases can be installed.

Brian asked if there was an available map that showed where the gardens were located in relationship to the sculptures.

Kris thought that this was a great possibility, and that it might give more attention to the sculptures.

Susan cautioned that any collaboration should be mindful of the permanent and rotating collections.

CAFÉ UPDATE

Laurie gave an update on the CAFÉ. There are currently 22 applicants, which is average for this time in the process. There are currently quite a few local artists, but there is a need to attract a greater variety of artists/sculptures. There will be an upcoming e-mail blast to all artists registered in CAFÉ. Susan wondered if there was a way to entice more local artists, or if there was a way to highlight the possibility of collaborations. Brian indicated that he has sent the call-out to everyone on the Carbondale Arts e-mail list, and that he will send another one out the third week in January. David asked if there were posters available for distribution at places like SAW, to which Laurie responded that she could create a poster that CPAC members could print off and distribute.

Joe brought up the topic of providing complimentary lodging for the artists as an additional benefit to being selected for the show. Several people brought up the fact that many of the lodging options in Carbondale are booked for that weekend due to local high school graduations. The discussion then shifted to providing a voucher for a certain amount of money that artists could put toward lodging anywhere in the valley. Many of the CPAC members were receptive to that idea, but no decision was reached on the topic.

ART AROUND TOWN RECEPTION UPDATE

Susan provided an update on the progress she and Carol have made in securing a venue for the ArtWalk reception. There are three locations they are currently looking at including the Clay Center, Izakaya, and White House Pizza:

- The Clay Center would be a good location because the ArtWalk could be organized to end at Main and Sopris. A buzz for the reception could be created along the way with small flyers and a public announcement at several of the sculptures along the way. There are decorations from a previous event that could be repurposed for the reception, and there is room along Main Street for a food truck to park and provide dinner. The Clay Center is willing to apply for the liquor license and to have their First Friday show ready for display a day early. The Clay Center has leftover cups from other events that could be sold at the ArtWalk reception, which would then benefit the Clay Center. CPAC could work towards having a distributor donate any liquor served, and there is a possibility that Marble Distillery could serve one or two cocktails as well. There may also be sufficient room for a DJ to provide background music for the affair.
- Susan and Carol will be meeting with the owners of Izakaya later in the week. The restaurant does have options to utilize a covered space, and drinks could be ordered from the bar. CPAC could then provide non-alcoholic options.
- The event space at White House is on the second floor, but Susan was going to check to see if there was a way and what the cost might be to rent the patio. Although drinks are allowed on the grass, food is not.

Carol indicated that she had also called CoVenture to see what the costs might be to rent space at that location. She wasn't sure, but there is a possibility that if this space were reserved, CPAC may need to rent tables and chairs for the event.

MOUNTAIN FAIR VOLUNTEER SHIFT COORDINATOR

Susan asked if there was any interest amongst the CPAC members to pursue this activity. She also asked if someone would be interested in serving as a Co-Chair of this committee to help Carol with the planning. Carol explained that organizations have to apply to the Mountain Fair Committee for a shift, but that it isn't always guaranteed. She went on to say that the shift that CPAC usually is awarded is Sunday morning from 9 am to 2 pm, and that a minimum of 12 people is needed to man a full shift (if there are more volunteers, the shift can be split up). There are usually two non-profits per shift, and the tips are divided between the two groups. Britni volunteered to be the Co-Chair, and there was sufficient interest indicated by the group that Carol will submit the application to the Mountain Fair Committee when it becomes available.

ADJOURNMENT

The January 8, 2020, regular meeting adjourned at 6:55 pm. The next regularly scheduled meeting will be on February 5, 2020 at 5:30 pm.

Respectfully submitted,
Kae McDonald

**MINUTES
CARBONDALE PARKS & RECREATION COMMISSION
January 8, 2020**

Hollis Sutherland called the Carbondale Parks & Recreation Commission meeting to order at 7:00 p.m. on January 8, 2020, in the Town Hall meeting room.

ROLL CALL

The following members were present for roll call:

Members:	Hollis Sutherland, Chair Rose Rosello, Vice Chair Becky Moller, Member Tracy Wilson, Member John Williams, Member Ashley Hejtmanek, Member Kathleen Wanatowicz, Member Genevieve Villamizar, Member (LATE)
Absent:	Camy Britt, Alternate
Town Staff Present:	Eric Brendlinger, Parks & Recreation Director Jessi Rochel, Recreation Center & Recreation Programs Manager Luis Yllanes, Board of Trustees Representatives Kae McDonald, Boards & Commission Clerk

CONSENT AGENDA

There was a lengthy discussion about the nature of Genevieve's MEM project and how it should be referred to in not only the December 2019 minutes, but as the project moves forward. The culmination of the discussion was that from this point forward it should be referred to only as a research project.

Motion Passed: Rose *moved* to approve the minutes from the December 11, 2019 meeting with noted corrections. Ashley *seconded* the motion, and it was *unanimously approved*.

ITEMS FROM CITIZENS PRESENT NOT ON THE AGENDA

There was no one present, not on the agenda, who wished to address the Commission.

AQUATIC FACILITY MASTER PLAN: NEXT STEPS

Eric updated the Commission on the Aquatics Facility Master Plan progress. The primary contact from Design Workshop is Jessica Garrow, and they are working towards finalizing the Master Plan Work Group. Participants currently included in the work group are TOC Staff, three Parks & Recreation Commissioners, one representative of the LatinX community, one youth representative, one specific aquatics program user, and two community representatives. An email will go out to these participants shortly and will provide information on time commitments for the work group. The work group will be tasked with reviewing outreach strategy, crafting survey questions, identify critical needs for the facility, and act as ambassadors for the project. The current time commitments are expected to be one two-hour meeting every six weeks until November, 2020, and to participate in community events as a liaison for the group. The first meeting for the work group is scheduled for the fourth week of January, and staff is currently compiling data for Phase 2: Research, Evaluation, and Data Analysis.

Questions/Comments:

Kathleen would like to see Leslie Marcus invited to participate on the Master Plan Work Group, as well.

ROTARY PLAYGROUND NAME ACCEPTANCE

Eric informed the Commission that the 45-day comment period has ended for the naming request of the Miners' Park Playground. Eric received two inquiries—one person thought that the park name was being changed, and one person left a voicemail with the suggested name of "Fracking Park"—and one comment:

"I just wanted to note my general disapproval of the potential name change of the playground at Miners' Park. I'm guessing that the Rotary Club helped pay for it, but the name is too long and awkward. I would prefer it to stay as just the Miners' Park playground and it would also be confusing, I think, to have a Sopris Park and a Mt. Sopris Rotary Club Playground."

If approved by the Parks & Recreation Commission, the request will be placed on the upcoming BOT agenda for formalization. Signage would be prepared and installed in advance of a grand opening dedication ceremony this spring.

Questions/Comments:

Rose: Are there other parks with separate playground names?

Eric: There is some precedence at the North Face Park.

Tracy: Could recognition of the Rotary Club's financial contribution be fulfilled with a plaque, or is naming the park a key part of the contribution?

Eric: The request for the park naming came from the Rotary Club.

Tracy: It just seems like the naming of the playground in a park adds a whole other layer than I think we intended as a commission when we came up with the naming policy of parks.

John: Is it possible to clarify what seems to be a confusing by including "at Miners' Park" in smaller font or italics at the bottom of the sign?

Motion Passed: Rose *moved* to accept the new name for the Miners' Park playground to be the 'Mt. Sopris Rotary Club Playground' in recognition of their financial contribution to the project. John *seconded* the motion, and it was *unanimously approved*.

Motion Passed: John *moved* to add 'at Miners' Park' to the sign. Rose *seconded* the motion, and it was *unanimously approved*.

RED HILLS TRAILS UPDATE: TRAILHEAD INFORMATION KIOSK DESIGN & TRAIL RULES

Eric presented two topics for discussion including the proposed language for the Red Hill Trails Kiosk Design and the anticipated trail closure during the Garfield County Road 107 realignment. The Red Hill Trails wayfinding signs have been finalized and are in production; he anticipates that they will be installed within the coming month. The trail signs are directional and indicate separate-use trails. These are well-explained and symbolled.

The second phase of the project is to design the trailhead kiosk, and have the signage ready for installation once Garfield County Road 107 is realigned this spring. Part of the design package is to determine how to efficiently convey the posted rules and regulations to the trail users, and Eric is currently pulling together perspectives from a variety of audiences. He anticipates returning to an upcoming meeting for final approval. Eric indicated that given the fact that there are multiple jurisdictions with variations on some of the rules and regulations, developing the language to be posted at the kiosk isn't necessarily straight-forward. For example, considering how to control dogs varies across each jurisdiction involved:

- The BLM recommends that dogs be on a leash;
- The Red Hill Council (who assists in administering the Red Hill SRMA) requires dogs to be on a leash;
- Dogs must be on a leash on all TOC-owned property unless it is designated as an off-leash area;
- Garfield County (who enforces rules and regulations outside town limits) requires dogs to be on a leash, or under sight/verbal command.

Eric indicated that there are a number of reasons—both in terms of safety and environmental protections—to require dogs to be on leashes, especially at the base where three trails funnel into one.

The other two categories that pertain to the Red Hill signage are whether to have bilingual signs—to which all were in favor—and how to address the most recent ruling from the Department of the Interior to allow E-bikes on BLM trails.

Aspen Valley Land Trust will also have two signs posted. One will be along Ruthie's Trail and it will be an overview of the landscape. The other will be at the trailhead and will acknowledge AVLT and those that donated money to acquire the property.

The final part of Eric's presentation was to provide information on the upcoming public awareness campaign on the County Road 107 realignment to be completed this spring; DHM will provide a communication plan on the road closure. The road will align north-south with Highway 133, and the two new parking lots will be located to the west of the current parking lot. There will be 59 parking spaces in the upper parking lot that will primarily service access to the trailhead, and 41 parking spaces in the lower lot for commuter parking. There will be a secondary trail that will provide access from the lower lot and for those coming from town. The trailhead and all access to the trails from the front side will be closed during the road realignment. The anticipated closure is two weeks, but it could last longer. The exact timing of the closure isn't known yet.

Questions/Comments:

Tracy: We need to be sure to cast a wide net in communicating about the anticipated closure, especially to the LatinX community.

Hollis: Will there be printed maps available, as well? Are the trails going to be marked color-wise, so people can follow them easily?

Kathleen: Is it possible to flip our messaging? Rather than list out what not to do, is there a way to communicate how we would like to see everyone behave? Will an extensive list of rules change anyone's behavior?

Rose: I think less is more for a sign. Would it be possible to develop an app that could communicate pertinent information about the area?

Kathleen: Trash is a problem on Red Hill, how will that be addressed?

Tracy: I urge you to do your homework on the bilingual signage. Keep it simple and focus on the essence of what you want to communicate.

Ashley: I would like to see as much information as possible provided at the kiosk, and reduce the signage elsewhere.

Tracy: I prefer to defer recommendations on E-Bikes and trail usage questions to the Bike, Pedestrian, and Trails Commission.

Anna Rosenberg (audience member): Are there going to be rules and regulations regarding dogs? Eric: Yes, just as the BLM and the Red Hill SRMA have rules of dogs, there will be rules on dogs.

Tracy Wright (audience member): I have some ideas about Red Hill as far as the trash. It is in two parts: one idea is creating bags that people can pick up and drop off at the trailhead—it could be an interactive way for people to improve their behavior on the trails. Also, if funding permitted, it would be nice to hire a person to be an attendant on busy days.

Eric: Town staff will service the trailhead area, and there will be trash cans, recycle bins, and dog pots at the trailhead. There isn't an economical way to service trash receptacles along the trails.

Tracy: What is the anticipated start date for the County Road 107 realignment?

Eric: February or March.

John: I would like to see the bench legs raised from 18 inches to 20 inches.

Eric: That is part of the AVLT project on Ruthie's Trail.

MEM PROJECT: NATURE PARK SURVEY QUESTIONS REVIEW

Eric provided background information on the MEM project for the benefit of the Commission and audience members. The Parks and Recreation Commission is working with a student working on a thesis for a Masters in Environmental Management project. She is providing 600 hours on a research project, and the Commission was looking at where we needed a Masters-level student to provide some data on one of our parks. We came up with the Nature Park because it is a well-used park, and it has some maintenance challenges, and so research on how to best manage the park is what we have asked her to complete. The research is aimed at gathering background information on the park including the history of the park, the types of flora and fauna that are currently present

within the park boundaries, and the current uses of the park, with the goal of developing recommendations on how to manage the park. There is currently a misconception among the community at large about the fact that this project is looking to change the current uses at the park. Eric also pointed out that the topic for consideration at tonight's meeting was specifically devoted to the questions to be included on a survey anticipated for release in the next few days. There will be a link to the survey on Carbondalerec.com, and there will also be a link to the survey on the Parks & Recreation Facebook page. Hollis also disclosed that while Genevieve is a member of the Parks & Recreation Commission, she is recused as a commissioner for this discussion and is representing herself as the project proponent.

Questions/Comments from the Commission:

Kathleen: Can we discuss the process to review these questions? That being said, I would like to revisit what is the strategic question we are trying to solve with this questionnaire before we go into "are these the right questions?"

Tracy: I think we should focus on the questions that will be most helpful, and what kind of data Genevieve is trying to get at.

Genevieve: In trying to research how best to take care of the park, and instead of coming up with my own solutions, I would really like to take into consideration what the community sees in and how it uses the park.

Becky: But you sent an e-mail out saying the uses aren't going to change.

Genevieve: Well, no, they aren't going to change. The biggest question is dogs, and no I'm not going to change that. But in terms of uses, as a Parks & Recreation Commissioner and to see that park in terms of biodiversity and habitat—for me, that's the big thing. It has had several past uses as a wash-out field for industrial use, it use to be pasture, it used to be a potato field, and we all see it as a nature park, and I love the biodiversity in terms of flora and fauna, and if I can make a difference in my community, and I can ask how can we take advantage of this park that is in transition. What kinds of programming can we put into place so I can affect that. I am not trying to change the use, but I do want to see it flourish. So, how do I go about doing that, and who does that impact, and how does that impact the people that are really heartfelt about this property?

Kathleen: To summarize the objectives and the goals: to introduce more biodiversity, have the Nature Park flourish, identify all the uses, and investigate long-term management tools that would help achieve those goals. The Nature Park is a great place, and the goal is how to make it better.

John: There are a lot of people that don't think anything is wrong, and would prefer to not do anything to it.

Questions/Comments from the Audience (specifically concerning the questions on the survey):

Andrea Bauer: I enjoyed the summary. Are there problems you are trying to solve with this project, and what are those? There needs to be some clarity.

Jeannette Whitcomb: I have been visiting the park a long time when there was a master plan on the books, and I was told as a user it is not a nature park, it is Delaney Open Space. There is a lot of confusion about the name and the space and what it stands for, and so the question for the Town is what do the Trustees see it as? What is the name on the books? The people who took ownership of the space were the dog owners, because they wanted to recreate with their dogs. It is a crown jewel as a dog park—people know it as dog park, and I think it has been referred as that even in magazines, not as a nature park. Is this research into a plan to manage for existing uses, or is this a wish? I would like the survey to get at an understanding of what the community sees the park as, but even at the end of the project there may still not be any money to take care of the park. We need to manage the park better, we need a management plan.

Frank Busse: I have been using the park for years. While visiting the space I have seen big hawks, eagles, moose, herons, and all sorts of other birds. The one question I would like to see on the survey is "Do we do nothing to the park?". I would also volunteer to hand out the survey at the dog park. I also know of at least one other person willing to volunteer to help maintain the park.

Tracy Wright: I think one of the big issues is dog poop. Crested Butte has a contest every year that awards prizes for the most pounds of poop collected. I do think there can be a resolution of the problem where both sides come away winning.

Melissa Sumera: I appreciate what everyone has said, I got interested in the project and came to a meeting before the holidays. I signed up to be on the steering committee for this project, but I am just as confused about this project as seemingly everyone else is. This has been unlike any public process I have been involved with before, and we have yet to have a meeting. The steering committee was never convened to draft these questions—there was a meeting to discuss the questions that Genevieve had drafted, but as I look at this updated draft in concert with the statements of the problems that are trying to be solved, I don't see any questions about the trails themselves (where people do or don't want to be walking). I've heard a lot of conversation about the addition of kids and youth stewardship projects, and that seems incongruous with the current use. I don't think the question about who you are going to meet at the park is relevant. There has been no call for major stakeholders to participate in this process. Even with all of the information I have been privy to, this whole process has just been very confusing.

Adam Wibby: One of the things I think we get lost in is that if you try to create spaces that accommodate everyone and everything, it is like mixing all of the colors in your paintbrush--you just end up with brown. Parks are a great place for kids, but not so great for dogs, and dog parks are great places for dogs, but not so great for kids. Rather than try to accommodate everyone everywhere, we need to find solutions to accommodate somebody somewhere.

Continued Questions/Comments from the Parks & Recreation Commissioners:

Hollis: To summarize the takeaways from previous comments:

- We need to understand the problems we are trying to solve;
- The confusion over the use and the name;
- There is a "Do Nothing" option;
- How can we authorize/mobilize volunteers to help maintain the space;
- How do we accommodate a wide variety of uses and perspectives;
- Input on the project's process.

Kathleen: My interpretation is that our role as a Parks & Recreation Commission to help Genevieve and guide her in this project. But at the end of the day, this is a Master-level work product—it isn't really a product of the Parks & Recreation Commission. The best thing that we can do tonight—as an Advisory Board--is to provide her with that high-level guidance to facilitate her work.

Ashley: I think it is fair to say that we don't necessarily vote on this, or adopt this as a product in and of itself.

Rose: It is also fair to say that staff worked to help Genevieve choose this project, because there is a lot of information to be gained in terms of the history of the park.

Becky: I think we need to look at this in that we approved this project at a different park, and then it got changed—and it was never vocalized to this Commission that it was changed until someone asked a question about it in October. And then in November you came back with a new agreement that ultimately didn't get voted on, so there is a lot of contention up here because it isn't following the normal process. There isn't consensus on this Commission that it's a nature park, and to represent the project as such is misleading. It's primary use is as a dog park, and I see it as a place where I can go with my dogs where they can be off-leash and I'm not bothering nature, and I keep them on-leash when I go up on the trails.

Rose: Genevieve, do you think you could add that as one of your questions: "Do you like the current name of the park?"

Genevieve: That was the purpose of the first question: "What is the name of the 33-acre open space at 4th Street & Merrill Avenue?"

Tracy: That is one of the questions I would like to omit, because we are not asking the public to name it and I

think it is misleading in a way. I think it is good feedback and illustrates that we as a town should be consistent in what we call the park.

Luis: It seems to me that the survey is not ready to be launched in its current state. Perhaps we should take a step back and create a better product. I agree with Kathleen that we should be providing high-level guidance to this process.

Kathleen: Is there a time constraint?

Genevieve: There is a fudge factor of about four weeks.

Kathleen: I do feel like what is really lacking are defined goals and a defined process. I think we need to refine the strategic question of what the project is trying to solve, and then work on the survey questions.

Tracy: I want to be mindful of Genevieve's timeline, but we shouldn't be rushing the public process. I think that we as a Commission have rushed the public process because we were trying to be supportive to Genevieve, but we need to take the time to do this well or we are going to end up with a lot of confused citizens who don't know what is happening to the park. We haven't even been able to distill what this project should be called until tonight when we determined that it should be called a research project. We need to take time to do it well, and the public process can't be bound to a graduate project. We need to look at it as what it is, which is a citizen gathering information. Once something has been put down on paper, those documents don't go away. I don't want the questions we are asking now to be used to change the park's use in the future.

Genevieve: All of this is part of the process, and will be included as part of the project.

Eric: The pressure on the timeline came from school requirements, as well as some pressure from Staff since the Aquatic Facility Master Plan survey will be launched later this spring. We didn't want to confuse the public by trying to gather information on two projects at the same time. But looking at the pool project, that survey will be launched sometime between mid-March and mid-April, so there is still some time.

Becky: Genevieve, you have this stakeholder list, have you reached out to people on the list?

Genevieve: Yes, but I was having e-mail issues that has since been resolved.

Hollis: Can you send us a copy of the stakeholder list and identify which category they represent?

Tracy: For the next meeting, could you model your update to follow the example of Eric's update on Red Hill?

Hollis: So how can we help Genevieve and move forward on these survey questions. Eric, is it possible to approve them remotely?

Kathleen: I actually think there are three or four questions that we could approve right now:

- 1) Do you think a management plan should be considered for the Nature Park?
- 2) What elements of the nature park could use some love?
- 3) What improvements, if any, should be at the nature park?

This is a school project—we are not embarking on a public process to change the nature park, but, I do think it would be helpful for Genevieve to get some insight. Can we find a compromise with some broad stroke survey questions?

Melissa (from the audience): I have some confusion about what Kathleen just said. I was invited to a public meeting where I signed up to be a member of a steering committee of a public process related to the student project. So, as the Town sponsor of the project to say that you are not conducting a public process is incongruous with how this was presented to me at the meeting that I attended with Town staff and Commission members. So given the current lack of clarity, it is indicative of needing to take a few steps backwards so that everyone understands what is the process, and what is the public element of the project.

Tracy: I agree with Melissa, and I still think that even coming up with four questions tonight is trying to rush this and making it fit within the confines of somebody else's schedule.

Kathleen: Who is owning the management of the public process?

Luis: It should be Genevieve; it is her project.

Kathleen: But isn't that hard to have a volunteer take on this process?

Luis: But that was what was done for the Weed Management Plan, and it took five years. You can't rush this, as is evident by the comments from everybody here.

Kathleen: From my perspective, this was a school project and so wasn't a high priority for me.

Tracy: Knowing how much people care about this park, I just don't think this was the park to do a school project on because it is so important to so many people. There is so much that needs to go into it, it isn't going to be a one-semester kind of project.

Genevieve: We agreed that it doesn't have to be done in a semester. I appreciate the fact that so many people came out to speak for the park. It doesn't matter if it takes a long time, this project is bigger than my program and it is one of the reasons I joined the Parks & Recreation Commission.

Hollis: Given the length of time we have spent on this topic tonight, we need to move forward and decide whether we are going to have public opinion via a survey and how are we going to get these questions done. First question—are we going to have the survey.

Genevieve: Can I make a suggestion? I would really like to put an article in the paper about this project, and discuss all of the issues involved with the hope that people will reach out and talk to me.

Tracy Wright (Audience member): I would suggest that Genevieve pick one thing--for example, improving the trail—and start from there. I just feel like the survey has a lot of questions and there is not a lot of focus to her project.

Dustin Roe (Audience member): I think there are quite a few good things on the survey that everybody thinks about. I think it would be silly not to go forward with a survey when there are so many people that are concerned about it. Maybe there could be a survey box at the dog park to help distribute the survey. There are also a lot of ideas that people have that (as volunteers) could help improve the park.

Janet Long (Audience member): I feel like there is a disconnect between the mandate of the Parks & Recreation Commission and the subset that is being discussed here with the overall picture of what is managed. Where does this project fit into your mandate? If you put the survey out, you are raising expectations.

Tracy Wilson (P&R Commissioner): For better or worse, the project has been launched. This is a glowing example of why it is important to take time to get it right. I would be in favor of doing a survey—but taking our time to gather information from stakeholders and take time to get the survey questions right so we can be supportive of Genevieve's project.

Kelly Ulrich (Audience member): There is a lot of confusion. Maybe the Steering Committee needs to take more time to develop scope of the project. Start small and let the project grow is probably the better solution to this. We are all here because we heard that the dog park was going to change.

Susan Terra (Audience member): When I put time into taking a survey, I need to know why I am taking the survey. Taking a survey for a management plan, makes me a little nervous, but if it is brought forward as a research project, it would help me embrace it a little bit better.

Hollis: Going forward, the timeline has shifted. The way I am looking at this, Eric will be the primary contact for

this and we will be a resource to help guide you. But, Genevieve the best way to handle this is for you to back to your Steering Committee and refine the project needs are and refine the survey questions.

REPORT & UPDATES: STAFF AND COMMISSION MEMBERS

Eric Brendlinger, Parks & Recreation Director:

30/60/90 Staff Work Plan and Outstanding Project Status Report (it is the last page of the packet):

- Red Hill signage is in production;
- RVR Triangle Park playground equipment demo has started and new equipment ordered;
- Doggie Pots stations at installed at Thompson House and Centennial Park;
- Nuche Park parking and signage will be funded in 2020;
- Partition options for the women's restroom at Gianinetti Park are being reviewed;
- Sopris Park Playground equipment painting is dependent on warmer weather;
- Electrical upgrades at the Gateway RV Park are in progress with completion anticipated prior to May 2020 opening;
- Electrical upgrades at the Gus Darien Arena are in progress;
- The Aquatic Facility Master Plan is underway.

Jessi Rochel, Recreation Center and Recreation Programs Manager:

- Membership Appreciation Sale on Now (Buy 3 Months, Get 1 Free)
- Full Moon Winter Tri Saturday, January 11 at 4:30pm (Run, Ski, Bike)—Individual or Teams of 2-3, Need Volunteers
- First Friday Community Skate Party was really well attended (60+ people)
- Now Partnering with RenewActive: Free Membership for United Healthcare participants 65+
- Next Blood Drive Wednesday, January 29 from 11:30am-2:30pm at the Carbondale Rec Center

Hollis Sutherland, Parks & Recreation Chair:

- Eric and I met with Nikki Delson with CAFCI to discuss that organizations role with the commission and with the Parks & Recreation Department. Nikki is working with Kevin Schorzman, Town Public Works Director to look at grant funding from an organization called Next 50 Initiative to fund a project to create an ADA accessible sidewalk trail to complete a missing piece of sidewalk infrastructure on a walking loop on Cowen Drive from the Red Hill Animal Shelter to the Highway 133 trail. A \$25,000 ask with the Town as the fiscal agent but no match needed. CAFCI volunteers would write the grant. The CAFCI is also exploring Rocky Mountain Health Foundations grants to help with ADA access to Miners Park playground. Eric mentioned that an idea incubated at this meeting would be to promote a Senior Day once a month and highlight existing programming at the recreation center and a possible senior lunch on that day in conjunction with Judy Martin with Garfield County Health and Human Services. This would be a promotional piece to highlight existing programming.

FURTHER DISCUSSION ON MEM PROJECT

The commission talked about next step for the survey. Eric mentioned that there was an article coming out in the Sopris Sun on Thursday that informed the public that there would be a survey and suggested we simplify this process with a four-question survey. These questions have already been published on the original document that went out to potential stakeholders and to the general public through postings at the nature park. Those four questions are:

- How do you use this park?
- How would you like to see it improved?
- What are your issues and concerns with the park?
- What changes are needed?

The commissioners felt this was appropriate in scale for the research project goals without needing to define specific goals and to maintain a narrower scope of project deliverables in the time frame allotted for the project. The commissioners were interested in additional clarification of the context of the research project and that this explanation accompanies the survey as an introduction. It was proposed that this document comes back before the board at the February meeting for approval, so the timeline for the process originally looked at would be delayed a month and the new survey time frame would be February 14 to March 6th.

John Williams brought up an interest and leading the effort to get a "Friends of the (Nature) dog park" together and to start with the citizens that showed up to the meeting to organize a spring dog poop clean up, much like Bill Lukes used to

conduct. He also thought the volunteers could handle the dog waste management by bringing the trash from the north side of the park to the entrance on a regular basis. John also asked the other commissioners if he could start the renaming procedures to drop the nature park name and call it a dog park.

ADJOURNMENT

The January 8, 2020, regular meeting adjourned at 9:45 pm. The next regularly scheduled meeting is set for February 12, 2020, at 7:00 pm.

Respectfully submitted,
Kae McDonald



Stepping Stones of the Roaring Fork Valley
1010 Garfield Ave
Carbondale, CO 81623

January 22nd, 2020

Town of Carbondale
511 Colorado Ave.
Carbondale, CO 81623

Dear Town of Carbondale,

Thank you for your support of Stepping Stones of the Roaring Fork Valley.

Your donation of \$790.00, donated on 1/14/2020 will have a large impact on the success of our youth drop-in centers and mentoring programs. Since opening our doors in 2015, Stepping Stones has had a monumental impact on the health and well being of the community. Every year we serve an average of 32 youth daily, prepare more than 6,200 meals, and provide free services to 200 individual participants. Our mentoring staff have assisted youth in accomplishing achievements such as increased school attendance, improved academic performance, reduced substance abuse, enrollment in higher education, and completing a variety of personal goals.

These accomplishments are made possible with your contribution and the generous support we receive from the community. We look forward to continuing to develop impactful relationships with the youth and families we serve and are excited to see what future generations will accomplish. Thank you again for supporting Stepping Stones.

Warmest Regards,

A handwritten signature in black ink, appearing to read "Molly Dillon". The signature is fluid and cursive, extending to the right with a long, sweeping tail.

Molly Dillon
Operations Manager
molly@steppingstonesrfv.org
720.422.3542

Stepping Stones is a 501(c) 3 non-profit organization.
Federal tax ID: 46-4740539. No goods or services were received in return for this gift.



ROARING FORK YOUTH ORCHESTRA



February 10, 2020

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- Sarah Graf, *Executive Director*
- William Capps, *Music Director*

(970) 306 -1235
 sarah@rfyouthorchestra.org
 PO Box 503
 Carbondale, CO 81623

Town of Carbondale
 511 Colorado Ave.
 Carbondale, CO 81623

Dear Town of Carbondale Community Grant Committee,

Thank you for your generous support of the Roaring Fork Music Society and the Roaring Fork Youth Orchestra program for 2019-20! The 2019-20 grant of \$750 directly benefits the young musicians of the Roaring Fork Youth Orchestra. The November 2019 concert at the Third Street Center was attended by more than 120 community members and weekly rehearsals continue at the Ross Montessori School each Thursday after school.

The RFYO is the only youth orchestra in the Roaring Fork Valley and offers student musicians ages 5 to 18 the opportunity to come together to study and perform classical and traditional music. The Town of Carbondale's support also helps to make the RFYO program affordable and accessible to every family. During the 2019-20 school year the RFYO will provide more than \$26,000 in need-based scholarships for tuition and private lessons.

We warmly invite the community to attend our spring concert in Carbondale on April 28 at 5:30 PM at the Third Street Center.

Thank you,

Thanks!!


Sarah Graf, *Executive Director*, and the RFMS Board and Staff

Thank you so much!
 Bill
 Music Director



January 20, 2020

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Dear Grant Review Team,

"If you only read the books that everyone else is reading, you can only think what everyone else is thinking." — Haruki Murakami

At Aspen Words, we believe in the power of words, and as members, you help us transform that belief into action. Great literature can shed light on important issues, break down barriers and cultivate empathy. Thank you for helping to support this important work with your \$665 grant to Aspen Words.

Your grant contributes to all of Aspen Words' programs, helping to provide scholarship opportunities for emerging writers, bringing slam poetry into schools and enriching the Roaring Fork Valley's cultural offerings with the best of contemporary literature.

Thank you for investing in the power of stories to break down divides, connect to others, and help us better understand human challenges. We are deeply grateful to have you as members of the Aspen Words community.

In Gratitude,

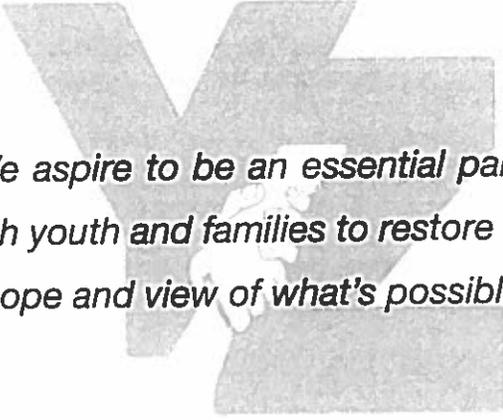
The Staff of Aspen Words

Adrienne Brodeur, Caroline Tory, Marie Chan, Elizabeth Nix, Ellie Scott, and Mallory Kaufman

Handwritten note: Thank you!! We are so grateful for your support.

Aspen Words is a program of the Aspen Institute, and official receipt of your gift of \$665 will be sent to you from the Aspen Institute Washington, DC office.

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The logo for Youth Zone is a large, stylized, grey letter 'Y'. Inside the central negative space of the 'Y', there is a white silhouette of a family consisting of two adults and a child.

*"We aspire to be an essential partner
with youth and families to restore their
hope and view of what's possible."*

*Carbondale Council Members
Thank you for your donation
to Youth Zone in a grant.
With your support Youth Zone
is able to reach the youth
and families of our
community. We sincerely
appreciate your continued
support.
Lori, Robin & the Youth Zone Team*