



IGNACIO TOWN BOARD MEETING AGENDA
Monday, August 14, 2023 – 6:00 PM
Abel F. Atencio Community Room, 570 Goddard Avenue
or via Remote Public Meeting

*The remote meeting is hosted by Zoom and requires Attendees to login to the Zoom meeting website at the following address: <https://us06web.zoom.us/j/81555466522>, or Attendees wishing to participate by phone shall call: **346-248-7799** and key in Webinar ID Number: **815 5546 6522**.*

*There is a Zoom Etiquette file on the Town website that details how Zoom meetings work and what is expected of Attendees. All Attendees will be able to hear and/or see the Town Board meeting. Attendees will be muted until the Mayor takes Attendee comments. Attendees wanting to comment must click on the “Raised Hand” tab at the bottom of the screen, or callers will have to enter *9. The Mayor will acknowledge which Attendee is to speak (by name or phone number) and the meeting host will allow them to speak. The meeting host will unmute the Attendee (or notify the Attendee if they need to unmute themselves by entering *6). The Attendee shall first provide their name and address before they begin their comments. Failure to follow directions or maintain meeting decorum will result in the muting of your connection.*

- I. CALL REGULAR MEETING TO ORDER:** Pledge of Allegiance
- II. ROLL CALL**
- III. APPROVAL OF AGENDA** – Action Item
- IV. PUBLIC COMMENTS:** *The Town Board values public comment and allows this time for citizens to voice their thoughts and concerns. The Mayor will open the comment period and prior to addressing the Board, state your name and address, and limit your comments to five (5) minutes. Meeting decorum will be maintained and failure to maintain composure and respect will result in the closure of your comment period. The Town Board and/or staff may respond to your comments or take your comments under advisement. Please do not comment on items listed on the Agenda, as opportunity will be given to comment during these discussions. Thank you.*
- V. CONSENT AGENDA** – Action Item
 - A. Regular Town Board Meeting Minutes from July 10, 2023
 - B. Financial Records – July 2023 Accounting Reports
 - C. The Rose Café Liquor License Renewal Application
 - D. Wells Liquor South Liquor License Renewal Application
- VI. UNFINISHED BUSINESS**
 - A. Natural Gas Rate Update
- VII. NEW BUSINESS**
 - A. Chamber of Commerce Special Event Permit – Public Hearing and Action Item
 - B. ELHI Lease Agreement – Action Item
 - C. Resolution 02-2023 – Prop 123 Opt-In Discussion – Action Item
- VIII. STAFF REPORTS**
 - A. Police Department
 - B. Public Works
 - C. Clerk / Treasurer
 - D. Town Manager
 - E. Attorney
- IX. TRUSTEE REPORTS**
- X. MISCELLANEOUS**
- XI. ADJOURNMENT**

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TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 7/23

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-97764	E	893 AT&T	433.76	07/03/23	7/23	CL 16836	433.76
-97763	E	974 LA PLATA ELECTRIC ASSN INC	1949.72	07/03/23	7/23	CL 16837	1949.72
-97762	E	845 HOME DEPOT CREDIT SERVICES	422.06	07/03/23	7/23	CL 16838	422.06
-97761	E	737 PITNEY BOWES INC	91.29	07/03/23	7/23	CL 16845	91.29
-97760	E	737 PITNEY BOWES INC	503.50	07/17/23	7/23	CL 16864	503.50
-97759	E	143 STATE OF COLORADO-SALES TAX	1512.40	07/17/23	7/23	CL 16875	1512.40
6767 *	S	1012 ACE INDUSTRIAL SUPPLY INC	1018.56	07/03/23	7/23	CL 16839	1018.56
6768	S	121 CIRSA	9925.09	07/03/23	7/23	CL 16835	9925.09
6769	S	976 CIRSA WC	8272.25	07/03/23	7/23	CL 16834	8272.25
6770	S	1263 Colorado Department of Transportation	13935.59	07/03/23	7/23	CL 16849	13935.59
6771	S	135 COLORADO DEPT OF REVENUE	41.84	07/03/23	7/23	CL 16851	41.84
6772	S	760 IGNACIO SCHOOL DISTRICT	250.00	07/03/23	7/23	CL 16847	250.00
6773	S	1046 LAW OFFICE OF DAVID LIBERMAN	2220.00	07/03/23	7/23	CL 16843	2220.00
6774	S	1228 Lawn Slingers & the Works	4280.00	07/03/23	7/23	CL 16840	4280.00
6775	S	1155 Lawson Products, Inc.	55.87	07/03/23	7/23	CL 16832	55.87
6776	S	394 LEWIS TRUE VALUE MERCANTILE	79.22	07/03/23	7/23	CL 16853	79.22
6777	S	1247 Michala Riley	54.60	07/03/23	7/23	CL 16850	54.60
6778	S	819 SENSUS USA, Inc.	1949.94	07/03/23	7/23	CL 16846	1949.94
6779	S	1172 Short Elliott Hendrickson, Inc.	29115.90	07/03/23	7/23	CL 16842	29115.90
6780	S	624 SoCoCAA, INC.	18000.00	07/03/23	7/23	CL 16848	18000.00
6781	S	1100 VECTOR DISEASE CONTROL	2058.80	07/03/23	7/23	CL 16833	2058.80
6782	S	692 WALKER DO IT BEST HARDWARE	131.21	07/03/23	7/23	CL 16852	131.21
6783	S	1257 ZITO Media	176.95	07/03/23	7/23	CL 16844	176.95
6788 *	S	220 BALLANTINE COMMUNICATIONS INC	178.56	07/17/23	7/23	CL 16865	178.56

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
6789	S	1261 Belmear Mechanical	150.00	07/17/23	7/23	CL 16855	150.00
6790	S	91 BRENNAN OIL COMPANY	111.05	07/17/23	7/23	CL 16862	111.05
6791	S	99 C & J GRAVEL PRODUCTS INC	498.00	07/17/23	7/23	CL 16854	498.00
6792	S	1187 Cardmember Service (TBK Bank)	11829.20	07/17/23	7/23	CL 16879	456.52
						CL 16880	197.26
						CL 16881	184.70
						CL 16882	75.94
						CL 16883	385.24
						CL 16884	558.60
						CL 16885	710.28
						CL 16886	35.67
						CL 16887	4591.13
						CL 16888	602.50
						CL 16889	1037.46
						CL 16890	261.82
						CL 16891	160.95
						CL 16896	2571.13
6793	S	921 CASCADE WATER	55.00	07/17/23	7/23	CL 16870	55.00
6794	S	1227 CJB Auto Supply	269.65	07/17/23	7/23	CL 16869	269.65
6795	S	1134 Clark or Sharon CRAIG	754.45	07/17/23	7/23	CL 16893	754.45
6796	S	815 COLORADO ASSOC OF CHIEFS OF POLICE	250.00	07/17/23	7/23	CL 16895	250.00
6797	S	257 FOUR CORNERS WELDING & GAS SUPPLY	7.00	07/17/23	7/23	CL 16863	7.00
6798	S	981 HI PERFORMANCE CARWASH LLC	66.78	07/17/23	7/23	CL 16873	66.78
6799	S	756 HONNEN EQUIPMENT	298.44	07/17/23	7/23	CL 16859	298.44
6800	S	1130 IMAGENET CONSULTING LLC	1725.00	07/17/23	7/23	CL 16867	1725.00
6801	S	1031 JUST CLICK PRINTING INC	149.94	07/17/23	7/23	CL 16872	149.94
6802	S	1244 Kissinger & Fellman, P.C.	579.50	07/17/23	7/23	CL 16898	579.50
6803	S	894 KRISTIN ROEHR	600.00	07/17/23	7/23	CL 16860	600.00
6804	S	1247 Michala Riley	345.42	07/17/23	7/23	CL 16892	345.42
6805	S	1249 Pipestone Equipment	8323.73	07/17/23	7/23	CL 16857	8323.73

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Check Register for Checking
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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
6806	S	1264 Republic Services	2940.62	07/17/23	7/23		
						CL 16866	2940.62
6807	S	999999 RYAN BOYCE	120.75	07/17/23	7/23		
						CL 16856	120.75
6808	S	590 SAN JUAN BASIN HEALTH DEPARTMENT	35.00	07/17/23	7/23		
						CL 16874	35.00
6809	S	600 SOUTHERN UTE UTILITIES DIVISION	50522.27	07/17/23	7/23		
						CL 16877	50522.27
6810	S	730 SOUTHWEST AG	3604.63	07/17/23	7/23		
						CL 16871	3604.63
6811	S	871 SWCCOG	1760.00	07/17/23	7/23		
						CL 16897	1760.00
6812	S	650 TOWN OF IGNACIO	985.17	07/17/23	7/23		
						CL 16868	985.17
6813	S	675 UTILITY NOTIFICATION CENTER OF CO	70.95	07/17/23	7/23		
						CL 16861	70.95
6814	S	1100 VECTOR DISEASE CONTROL	2058.80	07/17/23			
						CL 16876	2058.80
6815	S	1238 Vermeer Colorado	60.39	07/17/23	7/23		
						CL 16858	60.39
6816	S	1230 Virtual Academy	621.00	07/17/23	7/23		
						CL 16894	621.00

Total for Claim Checks 185449.85
Count for Claim Checks 52

* denotes missing check number(s)

of Checks: 52 Total: 185449.85

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TOWN OF IGNACIO
Fund Summary for Claim Check Register
For the Accounting Period: 7/23

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Fund/Account	Amount
100 GENERAL FUND	
110230	\$75,575.36
300 CAPITAL IMPROVEMENT FUND	
110230	\$43,051.49
610 WATER FUND	
110230	\$26,746.57
620 GAS FUND	
110230	\$4,485.10
630 SEWER FUND	
110230	\$35,027.30
640 IRRIGATION FUND	
110230	\$564.03
Total:	\$185,449.85

TOWN OF IGNACIO

2022	Month	Year-To-Date	2023	Month	Difference	% up/down from PYM	Year-To-Date	Difference	% up/down from PYT
City Sales Tax			City Sales Tax						
			<i>not book</i>						
			1 Jan	50,873.14					
Jan	50,799.76	50,799.76	2 Feb	59,491.23	8,691.47	17.11%	59,491.23	8,691.47	9.44%
Feb	41,290.95	92,090.71	3 Mar	46,445.64	5,154.69	5.60%	105,936.87	13,846.16	10.23%
Mar	43,286.70	135,377.41	4 Apr	44,651.23	1,364.53	1.01%	150,588.10	15,210.69	8.48%
Apr	44,081.72	179,459.13	5 May	48,413.47	4,331.75	2.41%	199,001.57	19,542.44	8.78%
May	43,055.54	222,514.67	6 Jun	48,118.71	5,063.17	2.28%	247,120.28	24,605.61	9.12%
Jun	47,274.66	269,789.33	7 Jul	51,416.18	4,141.52	1.54%	298,536.46	28,747.13	9.05%
Jul	47,798.20	317,587.53	8 Aug						
Aug	51,699.44	369,286.97	9 Sep						
Sep	50,334.22	419,621.19	10 Oct						
Oct	50,282.82	469,904.01	11 Nov						
Nov	49,555.69	519,459.70	12 Dec						
Dec	50,873.14	570,332.84	Jan						
City Total Total	570,332.84		City Total	349,409.60					9.18%
2022 BUDGET		460,000.00	2023 BUDGET			108.70% Budget Incr		500,000.00	

2022	Month	Year-To-Date	2023	Month	Difference	% up/down from PYM	Year-To-Date	Difference	% up/down from PYT
County Sales Tax			County Sales Tax						
			<i>not book</i>						
			1 Jan	97,118.00					
			2 Feb	115,286.00					
Jan	86,662.00	86,662.00	3 Mar	87,867.00	1,205.00	1.39%	87,867.00	1,205.00	0.71%
Feb	83,423.00	170,085.00	4 Apr	89,282.00	5,859.00	3.44%	177,149.00	7,064.00	2.61%
Mar	100,800.00	270,885.00	5 May	98,894.00	-1,906.00	-0.70%	276,043.00	5,158.00	1.42%
Apr	93,125.00	364,010.00	6 Jun	93,396.00	271.00	0.07%	369,439.00	5,429.00	1.15%
May	106,167.00	470,177.00	7 Jul	105,714.00	-453.00	-0.10%	475,153.00	4,976.00	0.85%
Jun	115,145.00	585,322.00	8 Aug						
Jul	116,545.00	701,867.00	9 Sep						
Aug	118,060.00	819,927.00	10 Oct						
Sep	111,831.00	931,758.00	11 Nov						
Oct	103,265.00	1,035,023.00	12 Dec						
Nov	97,118.00	1,132,141.00	Jan						
Dec	115,286.00	1,247,427.00	Feb						
County Total	1,247,427.00			687,557.00					1.35%
2022 BUDGET		1,000,000.00	2023 BUDGET			110.00% Budget Incr		1,100,000.00	

2023 Capital Improvement 333415

<i>not book</i>		
dec sales	Jan	25,436.57
jan sales	Feb	59,491.23
feb sales	Mar	23,222.82
	Apr	22,325.62
	May	24,206.74
	Jun	24,059.36
	July	25,708.09
	Aug	-
	Sept	-
	Oct	-
	Nov	-
	Dec	-
	Jan	-
		204,450.43
		553,860.03

nov sales
dec sales
jan sales
feb sales

nov sales
dec sales

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TOWN OF IGNACIO
Cash Report
For the Accounting Period: 7/23

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
100 GENERAL FUND						
110100 Petty Cash	100.00	0.00	0.00	0.00	0.00	100.00
110230 Operating Account	-488,844.11	246,015.25	0.00	150,809.02	209,492.37	-603,130.25
110250 Savings Account	245,886.58	31.33	0.00	0.00	0.00	245,917.91
110270 Investment Account	1,892,413.79	108,172.02	0.00	0.00	0.00	2,000,585.81
Total Fund	1,649,556.26	354,218.60		150,809.02	209,492.37	1,643,473.47
300 CAPITAL IMPROVEMENT FUND						
110230 Operating Account	255,355.45	107,831.69	0.00	0.00	43,051.49	320,135.65
110270 Investment Account	445,643.96	2,004.94	0.00	0.00	0.00	447,648.90
Total Fund	700,999.41	109,836.63			43,051.49	767,784.55
400 CONSERVATION TRUST FUND						
110230 Operating Account	17,917.26	0.00	0.00	0.00	0.00	17,917.26
110270 Investment Account	80,379.93	361.62	0.00	0.00	0.00	80,741.55
Total Fund	98,297.19	361.62				98,658.81
500 ECONOMIC DEVELOPMENT FUND						
110230 Operating Account	49,138.98	0.00	0.00	0.00	0.00	49,138.98
110270 Investment Account	16,993.78	506.65	0.00	0.00	0.00	17,500.43
Total Fund	66,132.76	506.65				66,639.41
610 WATER FUND						
110230 Operating Account	61,546.63	28,514.07	20.00	0.00	26,746.57	63,334.13
110270 Investment Account	46,069.31	207.28	0.00	0.00	0.00	46,276.59
Total Fund	107,615.94	28,721.35	20.00		26,746.57	109,610.72
620 GAS FUND						
110230 Operating Account	113,791.22	36,553.46	0.00	0.00	4,503.10	145,841.58
110270 Investment Account	141,575.90	636.95	0.00	0.00	0.00	142,212.85
Total Fund	255,367.12	37,190.41			4,503.10	288,054.43
630 SEWER FUND						
110230 Operating Account	105,056.49	57,042.19	1.00	71.60	35,027.30	127,000.78
110270 Investment Account	199.26	0.93	0.00	0.00	0.00	200.19
Total Fund	105,255.75	57,043.12	1.00	71.60	35,027.30	127,200.97
640 IRRIGATION FUND						
110230 Operating Account	7,249.97	7,176.14	0.00	0.00	564.03	13,862.08
110270 Investment Account	10,711.44	48.18	0.00	0.00	0.00	10,759.62
Total Fund	17,961.41	7,224.32			564.03	24,621.70
910 PAYROLL CLEARING FUND						
110230 Operating Account	11,264.79	0.00	134,114.01	134,527.98	0.00	10,850.82
930 CLAIMS CLEARING FUND						
110230 Operating Account	5,147.53	0.00	185,449.85	187,172.24	0.00	3,425.14
Totals	3,017,598.16	595,102.70	319,584.86	472,580.84	319,384.86	3,140,320.02

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

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TOWN OF IGNACIO
Statement of Revenue Budget vs Actuals
For the Accounting Period: 7 / 23

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Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
100 GENERAL FUND	203,603.41	1,356,860.45	2,283,836.00	926,975.55	59 %
300 CAPITAL IMPROVEMENT FUND	109,836.63	269,587.37	3,752,498.00	3,482,910.63	7 %
400 CONSERVATION TRUST FUND	361.62	8,580.03	80,800.00	72,219.97	11 %
500 ECONOMIC DEVELOPMENT FUND	506.65	3,224.08	241,010.00	237,785.92	1 %
610 WATER FUND	28,096.01	180,315.96	318,200.00	137,884.04	57 %
620 GAS FUND	22,593.64	641,766.17	506,150.00	-135,616.17	127 %
630 SEWER FUND	58,403.59	370,859.20	629,600.00	258,740.80	59 %
640 IRRIGATION FUND	7,347.68	21,918.15	44,700.00	22,781.85	49 %
Grand Total:	430,749.23	2,853,111.41	7,856,794.00	5,003,682.59	36 %

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TOWN OF IGNACIO
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 7 / 23

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Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
100 GENERAL FUND	209,570.34	1,503,968.36	2,150,979.00	2,150,979.00	647,010.64	70 %
300 CAPITAL IMPROVEMENT FUND	43,051.49	141,562.59	4,250,000.00	4,250,000.00	4,108,437.41	3 %
400 CONSERVATION TRUST FUND	0.00	0.00	120,000.00	120,000.00	120,000.00	0 %
500 ECONOMIC DEVELOPMENT FUND	0.00	0.00	248,226.00	248,226.00	248,226.00	0 %
610 WATER FUND	26,746.57	90,118.44	309,191.00	309,191.00	219,072.56	29 %
620 GAS FUND	4,485.10	552,259.88	456,316.00	456,316.00	-95,943.88	121 %
630 SEWER FUND	35,027.30	272,354.87	580,931.00	580,931.00	308,576.13	47 %
640 IRRIGATION FUND	564.03	5,390.56	44,266.00	44,266.00	38,875.44	12 %
Grand Total:	319,444.83	2,565,654.70	8,159,909.00	8,159,909.00	5,594,254.30	31 %

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TOWN OF IGNACIO
Payroll Summary For Payrolls from 07/01/23 to 07/31/23

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Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
COMA HOURS (Comp Time Accumulated)	46.13		
COMP HOURS (Comp Time Used)	48.00		1,686.00
HOL HOURS (Holiday Pay)	152.00		5,191.34
J004 HOURS (CELL PHONE ALLO)	0.00		166.14
*Non Taxable (added to gross wages, no addition to SS, Med, FIT & SIT bases)			
J015 HOURS (IN LIEU OF INSU)	0.00		1,261.02
OVER HOURS (Overtime)	106.00		5,065.94
REG HOURS (Regular Time)	2,552.75		84,877.54
SICK HOURS (Sick Time)	59.00		1,938.70
VACA HOURS (Vacation Time Used)	219.50		7,877.58
GROSS PAY	108,064.26	0.00	
NET PAY	75,128.40	0.00	
NET PAY (CHECKS)	7,194.96		
NET PAY (DIRECT DEPOSIT)	67,933.44		
AFLAC-AFTERTAX	355.32	1,057.72	
AFLAC-PRETAX	1,038.96	60.08	
CEBT DENTAL	0.00	732.00	
CEBT HEALTH	4,508.32	11,636.68	
CEBT LIFE	136.45	45.78	
CEBT VISION	0.00	102.00	
EMPL WEAPONS AD	200.00	0.00	
FIT	9,137.74	0.00	
FPPA	5,371.58	4,252.50	
FPPA DROP	1,097.08	0.00	
FPPA-457	982.52	0.00	
FPPA-AD&D	0.00	1,588.12	
GARNISHMENT2	46.14	0.00	
MEDICARE	1,482.17	1,482.17	
MISSIONSQUARE/I	2,036.12	1,934.96	
SIT	3,601.54	0.00	
SOCIAL SECURITY	2,941.92	2,941.92	
UNEMPL. INSUR.	0.00	215.82	
BANK 4	4,148.38	0.00	
BANK 8-SAVINGS	2,776.40	0.00	
COMM BANK OF CO	9,125.64	0.00	
CU OF COLORADO	3,740.73	0.00	
SANDIA LAB FCU	150.00	0.00	
TBK BANK	6,800.12	0.00	
USAA	5,535.94	0.00	
VECTRA BANK CO	69.26	0.00	
WELLS FARGO	33,267.74	0.00	
WELLS FARGO N.A	138.52	0.00	
WELLS FARGO NEV	69.26	0.00	
WELLS FARGO OR	2,111.45	0.00	
FIT/SIT BASE	92,727.09	0.00	
MEDICARE BASE	102,214.39	0.00	
SOC SEC BASE	47,450.43	0.00	
UN BASE	107,898.12	0.00	

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TOWN OF IGNACIO
Payroll Summary For Payrolls from 07/01/23 to 07/31/23

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Total 26,049.75
Total Payroll Expense (Gross Pay + Employer Contributions): 134,114.01

Check Summary

Payroll Checks Prev. Out. \$2,328.38
Payroll Checks Issued \$7,241.10
Payroll Checks Redeemed \$7,870.89
Payroll Checks Outstanding \$1,698.59
Electronic Checks \$126,657.09

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security	5883.84	5883.84		221700
Medicare	2964.34	2964.34		221710
Unempl. Insur.	215.82		215.82	221760
FIT	9137.74	9137.74		221720
SIT	3601.54	3601.54		221730
FPPA	9624.08	9624.08		221742
AFLAC-PRETAX	1099.04	1099.04		221757
EMPL WEAPONS AD	200.00	200.00		221782
FPPA-457	982.52	982.52		221742
FPPA-AD&D	1588.12	1588.12		221743
MISSIONSQUARE/I	3971.08	3971.08		221741
AFLAC-AFTERTAX	1413.04	1413.04		221757
CEBT DENTAL	732.00	732.00		221754
CEBT HEALTH	16145.00	16145.00		221751
CEBT LIFE	182.23	182.23		221755
CEBT VISION	102.00	102.00		221756
GARNISHMENT2	46.14	46.14		221781
FPPA DROP	1097.08	1097.08		221742
Total Ded.	58985.61	0.00	58769.79	215.82

**** Carried Forward column only correct if report run for current period.

Submit to Local Licensing Authority

**ROSE CAFE
 PO BOX 1265
 Ignacio CO 81137**

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$ <u>100.00</u>
Sidewalk Service Area \$75.00	\$ <u>75.00</u>
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$ _____
Related Facility - Campus Liquor Complex \$160.00 per facility	\$ _____
Amount Due/Paid	\$ <u>1025.00</u>

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name GUZMAN, JOYCE		Doing Business As Name (DBA) ROSE CAFE	
Liquor License # 03-13662	License Type Hotel & Restaurant (city)		
Sales Tax License Number 33776519	Expiration Date 08/02/2023	Due Date 06/18/2023	
Business Address 940 GODDARD AVENUE Ignacio CO 81137			Phone Number 9705634046
Mailing Address PO BOX 1265 Ignacio CO 81137			Email
Operating Manager <u>Joyce Guzman</u>	Date of Birth	Home Address	Phone Number <u>970-563-4046</u>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Title

Owner

Signature

Date

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Joyce Guzman am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of The Rose Cafe (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>The Rose Cafe</u>		Social Security Number/Tax Identification Number _____	
Address <u>940 Goddard Ave</u>			
City <u>Ignacio</u>		State <u>CO</u>	Zip <u>81137</u>
Home Phone Number _____		Business/Work Phone Number <u>970-563-4046</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Joyce Guzman</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Joyce Guzman</u>			Date signed <u>5/14/23</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

TO: Ignacio Town Board of Trustees
FROM: Kirk Phillips, Chief of Police *KP*
RE: Rose Cafe – Liquor License Renewal
DATE: July 19, 2023

.....

There have been no violations at this licensed business, ever.

Submit to Local Licensing Authority

**WELLS LIQUOR SOUTH
 PO BOX 1953
 Ignacio CO 81137**

Fees Due	
Renewal Fee	277.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$277.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name LEE EZRA E		Doing Business As Name (DBA) WELLS LIQUOR SOUTH	
Liquor License # 12-84254-0000	License Type Liquor Store (city)		
Sales Tax License Number 012842540000	Expiration Date 09/29/2023	Due Date 08/15/2023	
Business Address 555 GODDARD AVENUE Ignacio CO 81137			Phone Number 9705633633
Mailing Address PO BOX 1953 Ignacio CO 81137			Email
Operating Manager Emily Archuleta	Date of Birth	Home Address	Phone Number 9705633363
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business <i>Brook E. Lee, Office Manager</i>		Title
Signature <i>Brook E. Lee</i>		Date <i>7/18/23</i>
Report & Approval of City or County Licensing Authority The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For		Date
Signature	Title	Attest

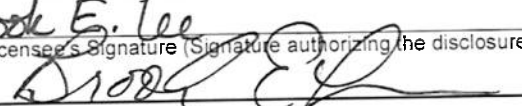
Tax Check Authorization, Waiver, and Request to Release Information

I, Brook Lee am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Wells Liquor South (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Wells Liquor South</u>		Social Security Number/Tax Identification Number	
Address <u>PO Box 1953</u>			
City <u>Ignacio</u>		State <u>CO</u>	Zip <u>81137</u>
Home Phone Number		Business/Work Phone Number <u>9705633633</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Brook E. Lee</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>7/18/23</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

TO: Ignacio Town Board of Trustees
FROM: Kirk Phillips, Chief of Police
RE: Wells Liquor South – License Renewal
DATE: 08/08/2023

.....

There have been no liquor law violations at this business.

2023 Actual SUIT Rates

[illegible]

2023 Actual TOI Billing

MCF in UB	9432.3	7700.7	5952.7	4750.5	1892.8	1175.1	717.6	
Rate/MCF	\$ 16.00000	\$ 16.00000	\$ 16.36000	\$ 16.28000	\$ 16.25000	\$ 16.26000	\$ 16.34000	
Base Rate	25.92	25.92	25.92	25.92	25.92	25.92	25.92	
Accounts in UB	451	451	451	450	452	451	453	
Actual charges in UB	\$ 162,606.72	\$ 134,901.12	\$ 109,075.96	\$ 89,002.23	\$ 42,477.99	\$ 30,796.96	\$ 23,467.42	\$ 592,328.40



**SOUTHERN UTE INDIAN TRIBE
UTILITIES DIVISION**

To: Wahleah Frost
From: Hayes Briskey
Subject: Town of Ignacio Gas Rate for July 2023
Date: July 1, 2023

PURCHASE PRICE-EPI Flat	\$	2.85/MMBtu
Add 20%	\$	0 .57/MMBtu
NATURAL GAS RATE	\$	3.42/MMBtu
Btu CONTENT CORRECTION	\$.9852/MMBtu/MCF
	\$	3.36938/MCF

This will be the rate for gas usage through the month of July, 20223



Application for a Special Event Permit

In order to qualify for a Special Event Permit, you MUST be Nonprofit AND one of the following:

- | | | | |
|--|---|--|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Religious Institution | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Political | <input type="checkbox"/> Political Candidate | <input type="checkbox"/> Municipality, County or Special District |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> Chartered Branch, Lodge or Chapter of a National Organization or Society | | |

Type of Special Event Applicant is Applying For:

☐ Fermented Malt Beverage

☒ Malt, Vinous and Spirituous Liquor

Name of Applicant Organization or Political Candidate: Ignacio Chamber of Commerce

State Sales Tax Number (Required): _____

Mailing Address of Organization or Political Candidate: PO Box 1223

Address of Proposed Location for Special Event: Shoshone & Pioneer - Parking Lot @

Name of Officer of Organization: Clark Craig Date of Birth: 7/1/77

Home Address: _____ Cell Phone: _____

Event Manager: Sharon Craig Date of Birth: _____

Home Address: _____ Cell Phone: _____

Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?
☒ No ☐ Yes How Many Days? _____

Are premises now licensed under the State liquor and beer code?
☐ No ☒ Yes ☐ To Whom? Town of Ignacio

Does the Applicant have possession or written permission for the use of the premises to be licensed? ☒ Yes ☐ No

List below the Exact Date(s) and Hours for which Application is being made for Permit

Date: 9-2-23 Hours: From 11 AM To: 5pm

Date: _____ Hours: From _____ To: _____

Date: _____ Hours: From _____ To: _____

Date: _____ Hours: From _____ To: _____

Oath of Applicant

I declare under penalty of perjury to 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: Sharon Craig Title: Event Manager Date: 7/12/23

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 44, Article 5, C.R.S. as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Printed Name of Representative: _____ Title: _____

Signature of Representative of Town of Ignacio: _____ Date: _____

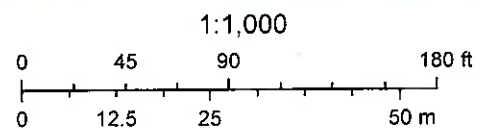
Green Chile Fest - Town Permit



July 12, 2023

Green - temporary and existing fencing

Red - street closure barrier; signs no alcohol beyond this point



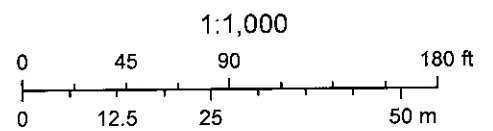
Admin

Green Chile Fest - Town Permit



July 12, 2023



Pink - Outlines Event Area





Town of Ignacio

P.O. Box 459
540 Goddard Ave
Ignacio, CO 81137

970/563-9494 
townofignacio.com 

January 26, 2023

Ignacio Chamber of Commerce
ATTN: Sharon Craig, Event Director
PO Box 1223
Ignacio, CO 81137

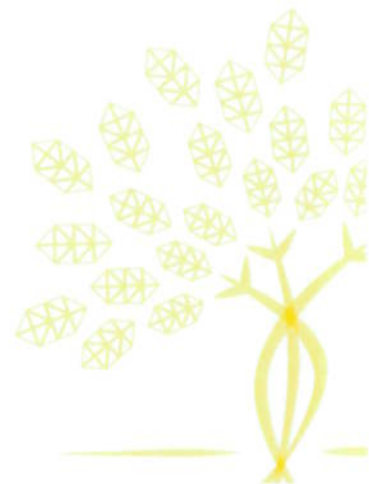
Dear Ms. Craig:

The Town of Ignacio, as the lessee of Shoshone Park (400 Shoshone Ave. Ignacio, CO 81137) and the one responsible for maintaining the grounds of Shoshone Park, do hereby give the Ignacio Chamber of Commerce permission to use Shoshone Park on September 2, 2023 for your annual Ignacio Green Chile Fest.

The Town of Ignacio supports your efforts to raise funds for the Chamber of Commerce through this special event. We wish you the best in your endeavor.

Sincerely,

Tuggy Dunton
Town Clerk/Treasurer



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,

IGNACIO CHAMBER OF COMMERCE

is a

Nonprofit Corporation

formed or registered on 08/30/2004 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20041299005 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/27/2023 that have been posted, and by documents delivered to this office electronically through 02/28/2023 @ 11:00:18 .

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 02/28/2023 @ 11:00:18 in accordance with applicable law. This certificate is assigned Confirmation Number 14737750 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

NOTICE IS HEREBY GIVEN that the Ignacio Town Board of Trustee will host a Public Hearing on August 14, 2023, at 6:00 PM at the Abel F Atencio Community Room, 570 Goddard Avenue, for a Special Event Liquor Application. This Public Hearing will also be accessible via Zoom; attendees can log onto <https://us06web.zoom.us/j/81555466522> or call 346-248-7799 and enter Webinar ID 815 5546 6522.

Pursuant to the Liquor Laws of the State of Colorado, the Ignacio Chamber of Commerce (PO Box 1223, Ignacio, CO 81137) has requested the licensing officials of the Town of Ignacio to grant a Special Event Permit for the parking lot of Town of Ignacio on Shoshone Avenue, and portions of Shoshone Avenue and Pioneer Street to dispense malt, vinous and spirituous liquor on September 2, 2022, from 11:00 AM to 5:00 PM.

If you would like to comment on this permit application, please submit your written comments to the Town of Ignacio, PO Box 459, Ignacio, CO 81137, or drop them off at 540 Goddard Avenue in Ignacio. Written comments must be received by 5:00 PM on August 7, 2023. The date of the Application was July 12, 2023.

Published in the Durango Herald on July 28 and August 4, 2023



Tuggy Dunton <tdunton@townofignacio.com>

ELHI Financials

Mark Garcia <mgarcia@townofignacio.com>

Mon, Aug 7, 2023 at 5:49 PM

To: ELHI Board <elhiboard@gmail.com>

Cc: Tuggy Dunton <tdunton@townofignacio.com>, Ann Salviazul <development@theelhiignacio.org>

Hi Lisa,

Thanks for your email and details on our request. I was hoping financials would be provided and help answer and clarify some questions that some trustees have possessed regarding occupancy and revenues and expenditures but the decision was not to provide that information, which is disappointing.

Please know that I've been dealing with some health issues and trying to work at the same time, and while waiting for ELHI financials. I've been trying to look into the different options that we discussed in our previous meeting. It's hard to get a full financial picture on the ELHI and construct some different options. I have looked through the 990's on your website and have a better understanding of the financial condition of ELHI but not a full picture unfortunately.

Option 1:

In prior discussions with the Town Board, their desire was to allow occupancy of ELHI for 1-2 years without any charge or rent. Yes, the building is old and requires maintenance and has typical monthly operation and maintenance expenses, however the Boards reasoning was ELHI would cover those costs in lieu of any rent. This is still the desirable option and I believe this is acceptable to ELHI with exception of the large repairs or maintenance that are not typical and are unforeseen, and can be very costly. As discussed, maybe a resolution to these unforeseen costs could be to establish a limit on an expense that would require discussion with the Town on how to cover the associated expense. I would suggest that an expense of over \$10,000 be the limit that triggers a discussion on the repair and coverage of associated cost for a single item or situation. Multiple \$5000 expenses in a year could also be an area for consideration.

Option 2:

In the previous lease with ISD, ELHI paid \$42,000/year (\$3500/month) in rent and ISD covered maintenance and utilities. The Town's understanding is ISD did receive State funding through Hope that helped offset the difference between rent and ELHI ops and utility costs. The Town does not have that opportunity and would have to utilize general fund dollars to offset expenses. As such, a rent amount would have to cover known operation and maintenance costs which ranges between \$40,000-\$80,000 per year, and varies with a number of variables like utility costs and unforeseen maintenance. I would estimate that a rent range would be between \$5000-\$8000 per month in order to address basic operation and maintenance costs. This does not allow much for covering major expenses for unforeseen repairs and maintenance.

So the above two scenarios are items we can discuss at our next meeting. Again, I don't know if these will be acceptable to the majority of the Town Board and these are proposed in an effort to move the lease discussion forward and hopefully resulting in a draft lease agreement.

The last lease option that would move this along the quickest is if ELHI agrees to occupy the property and cover all operation and maintenance costs, including utilities and with no rent charged. The Town would cover the property with basic insurance that we are trying to arrange with our carrier but it is hard to determine the coverage requirements without a lease. In reviewing the ELHI 990's it appears that ELHI can operate and function within its current financials and occupancy based on historic data barring a major equipment failure or unforeseen expense. However, the ELHI does have a growing fund balance (\$83,835- 2021 TY) that can assist with funds for covering a major equipment failure or unforeseen expense. The fund balance could be over \$100,000 with the 2022 FY filing but this is unknown.

This lease has many elements to it and it is important to look at this in a manner that results in making good business decisions while also considering the community and community benefit. Please look the above options over and let me know if you have any questions. We have a meeting scheduled for Wednesday (Aug. 9) at 4:30 and hopefully we can talk these through at that time.

Thanks.

Mark

[Quoted text hidden]

--

Mark Garcia

Town Manager
970/563-9494 ext. 105
mgarcia@townofignacio.com

The ELHI Board Submits the following to be included in the lease between the Town of Ignacio and the ELHI Association

Repairs and Maintenance issues at the ELHI building: The ELHI agrees to be 100% responsible for any minor repairs up to a \$600 cost, with a maximum monthly expense total of \$1800.00 incurred by the ELHI individually. (For your information: In FY 2023, six repairs were over \$600. In FY 2022, five repairs were over \$600.) Once ELHI reaches the \$1800.00 maintenance/repair expense total in a given month, the ELHI would ask the Town to split 50/50 any additional maintenance/repair expenses.

Any Repairs/Maintenance that cost \$601.00 to \$9,999.00 will be split 50/50 with the Town of Ignacio. (In FY 2023, of the six repairs over \$600, the most expensive was \$1525.00. In FY 2022, of the five repairs over \$600, the most expensive was \$2126).

Major maintenance issues over \$10,000 be decided on a case by case basis, with the Town and the ELHI able to elect a course of action. (In the past five years at the ELHI, there have been only two repairs that were over \$10,000).

A clause that the ELHI will be released from the lease if a catastrophic system failure is determined too expensive to repair, and that system failure leaves any part of the ELHI building not fit for commercial use.

Town of Ignacio shall provide proof of insurance on the ELHI Building.

Town of Ignacio shall provide proof of insurance coverage for premises liability for personal injury. (In addition to the liability insurance the ELHI Association carries).

Ending date on the lease will still be June 30, 2024.

Take out the automatic renewal clause for another year, and insert "lease shall continue month to month after the end of the term unless notice to vacate is given by lessee no less than 30 days before the lessee vacates the premises."

Non-Profits housed within the ELHI and services provided to the Ignacio Community

*The ELHI Board did its best to put a dollar value on each of these services

1. SoCoCAA (501c3)

- a. **Mission/Description:** SoCoCAA's mission is to empower community members of all ages to recognize and reach their full potential by providing select programs and services in order to create better communities.
- b. **Services Provided:** Year-round, 100% free out of school programming for youth in grades 6-12; multi-day trips; summer camping trips; programs that offer exercise, health, outdoor recreation and education, peer leadership, mentorship, arts, literacy, academic assistance, outdoor and community stewardship, cultural lessons and events, theater, social emotional learning, substance use prevention, equine therapy etc.

TOTAL SERVED: 249 youth (64 Southern Ute/descendant, 63 other Native American, 61 white, 55 Hispanic, 6 African American) ***\$20,000**

- c. **Website:** <https://sococaa.org/youth-services/>

2. The Clothing Closet* (A ministry of Ignacio Community Church, 501c3)

- a. **Services Provided:** Free clothing for all ages including winter coats, shoes and other items. Also provides a drop off location that helps keep donations in our community as opposed to larger areas with more resources.
- b. **# Served:** 80+/month (960+/year) ***\$10,000**
- c. **Website:** <https://www.ignaciocommunitychurch.org/>

3. Native Love (501c3)

- a. **Mission/Description:** The mission of Native Love is to empower Native youth by provided culturally responsive programming. Native Love seeks to preserve culture through providing services to indigenous people and indigenous youth by supporting culturally sustaining practices in the Four Corners region.
- b. **Services Provided:** Eagle Wing drum group, beading, sewing, food sovereignty
***this service cannot have a \$\$ put on it as this is priceless – preserving a culture**
- c. **Website:** www.nativelove.one/

4. Dancing Spirit (501c3)

- a. **Mission/Description:** Dancing Spirit's Mission is to provide a community arts center that enhances creativity and fellowship; that promotes the education,

appreciation and enjoyment of the arts; and that celebrates the cultural heritage of our population.

- b. **Services Provided:** Mixed media and pottery classes for adults and children, collaboration with the Ignacio School District, the Southern Ute Indian Montessori Academy, the department of Justice (including the detention center and community service projects) and other area organizations including the Creative District, Ignacio Youth Services, HCCA, handicap accessible pottery classes, healing through the Arts (one on one sessions that use art as a modality for working through trauma), incubator for emerging artists as well as outlet for established artists, artist mentorships/workshops
- c. **# Served:** 2191 students ages 3- adult ***\$25,000**
and 30+ volunteers with over 1000 hours of volunteer time ***\$15,000**
- d. **Website:** www.dscac.org

5. SASO (501c3)

- a. **Mission/Description:** SASO offers survivors of sexual violence support, compassion, hope and healing. We work to end sexual violence through survivor-led advocacy and prevention education that recognizes the connections between oppression and sexual violence.
- b. **Services Provided:** community awareness and prevention education programs, resources for marginalized and oppressed groups, vital hotline and follow-up services to assist victims of sexual assault, annual violence against Native Women Symposium, monthly community cultural conversations, training sessions built around diversity, equity and inclusion
- c. **# Served:** (Durango and Ignacio offices) 2,241 individuals served through direct service education and outreach workshops. Direct services: 1,255 and 476 referrals for 228 survivors and 475 group contacts. Workshops: 49 cultural awareness presentations, 90 outreach presentations, 38 community partner presentations and prevention education workshops to 330 students
*no \$\$ was assigned to these services. The real question is how much does it cost NOT to have this service available to the Ignacio community.
- d. **Website:** <https://www.durangosaso.org/>

6. Due Diligence Instruction (501c3)

- a. **Mission/Description:** We believe that all lives are valuable and that anyone who is willing can make a difference. We offer the education, training and practice to better equip those that desire to make that difference in their homes, churches, workplaces, schools and communities.
- b. **Services Provided:** Health and safety training to the community including basic life support, first aid, CPR, AED, trauma response, Eddie Eagle firearm safety, Safe@Home & SafeSitter
- c. **# Served:** Average of 150 people per calendar year ***\$3,000**

- d. **Website:** www.duediligenceinstruction.com
7. Hope Community Christian Academy (501c3)
- a. **Mission/Description:**
- i. Purpose: We exist to glorify God, providing hope for the future, developing Christ-like leaders by partnering with families in Christian education (Phil. 2:12-16).
- ii. Mission: Serving Christ, educating children, and Empowering families (Deut. 6).
- b. **Services Provided:** PreK-8th Grade education.
- c. **# Served:** 125 students ages 3-14 years old, 72 families
***no \$\$ amount assigned. But this is 72 families driving to Ignacio three days a week, buying groceries, buying gas, etc.**
- d. **Website:** <https://www.hopecommunitychristianacademy.org/>
8. Pine River Shares (an independent project fiscally sponsored by the [Community Foundation serving Southwest Colorado](#), 501c3)
- a. **Mission/Description:** Pine River Shares is a community-based leadership project that brings together the knowledge, skills and resources of people in the Pine River Valley to increase our collective power and bring about positive social change resulting in healthy, thriving Pine River Valley communities.
- b. **Services Provided:** food assistance, mutual aid, financial and resource assistance, Freecycle store, leadership and advocacy for youth, seniors and vulnerable adults, family food support, Ignacio Kids for Kids backpack program, Highschool youth leadership program
- c. **# served:** Avg 60 families a month at Ignacio Food Give Away. ***\$60,000**
60 backpacks of food go home with Ignacio School children every weekend during the school year. ***\$60,000**
- d. **Website:** <https://pinerivershares.org>

**TOTAL \$\$ Social Services Provided by ELHI
Tenants: \$193,000 per year**

The ELHI Board would also like to recognize this for-profit business at the ELHI:

1. Ignite Gymnastics (Women owned small business)
- a. **Mission/Description:** Ignite Gymnastics...offering programs in developmental and competitive gymnastics.

- b. **Services Provided:** All levels of developmental and competitive gymnastics including USAG sanctified meets for competition team members
- c. **# Served:** 80 students that attend 3 or more times per week, 225-250 students monthly ***these families buy groceries in Ignacio, get library cards at the Ignacio Library, buy gas, etc. These families come from Aztec, Dolores, Mancos, Durango, Ignacio, Pagosa Springs, Bayfield, Arboles and Cortez.**
- d. **Website:** <https://www.facebook.com/thereisasparkinyou>

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES SHOULD
CONSULT LEGAL COUNSEL BEFORE SIGNING.**

**COMMERCIAL LEASE
BETWEEN THE TOWN OF IGNACIO AND ELHI**

This Commercial Lease (the “**Lease**”) is made on August 15, 2023 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the “**Additional Rent**”); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** The Town of Ignacio, a governmental subdivision of the State of Colorado (the “**Landlord**”).
2. **Tenant:** The Education, Literacy, Health, Inspiration Association – ELHI (AKA The ELHI Community Center, a non-profit corporation (the “**Tenant**”).
3. **Premises:** Landlord is the owner of certain real estate legally described as Subdivision: HALLS FIRST (IGN) Block: 05 Lot: 1 thru Lot 13 115 ½ Ute Street AND Section: 8 Township: 33 Range: 7 TR IN WN / 4 SE / 4, located at 115 Ute Street, Ignacio, Colorado 81137, (the “**Real Estate**”). The Real Estate is improved with a building (the “**Improvements**”) (the Real Estate and the Improvements are collectively referred to as the “**Property**”). Landlord hereby leases and demises to Tenant the following Property: Address 115 Ute Street, Ignacio, CO 81137 (the “**Premises**”).
4. **Term:** Landlord Leases the Premises to Tenant from twelve o’clock a.m. on the 15th day of August, 2023 and until 11:59 p.m. on the 30th day of June, 2024 (the “**Term**”). Subject to Tenant’s performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.
5. **Rent:** Rental for the first year of the Term is zero and 00/100 Dollars (\$0.00). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be mailed, or delivered to Landlord at the following address: Mailed to: PO Box 459, Ignacio, CO 81137, or deliver to: 540 Goddard Avenue, Ignacio, CO 81137.
6. **Option:** Tenant shall have the option to extend the Term, pursuant to the terms and conditions contained herein on a month to month basis, unless notice is given by either party no less than 30 days prior to vacating the premises (the “**Option**”). In the event Tenant desires to exercise the Option, Tenant shall, at least 60 days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. The option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.
7. **Security Deposit:** Prior to occupying the Premises, Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of three thousand and 00/100 Dollars (\$3,000.00) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the “**Security Deposit**”).
8. **Use:** The Premises shall be used for housing various non-profit and for-profit organizations that provide services to the Ignacio community, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose. Tenant shall be responsible for maintaining current rental agreements with each subtenant; a sample copy of that rental agreement is attached to the contract as Addendum A.
9. **Utilities/Additional Rent:** Tenant shall pay all of the utilities for the Premises indicated in this Paragraph 9 based on the current Town of Ignacio Utility Billing Policy,
 - a. **Utilities:** Tenant shall be responsible for paying the following utilities on the Premises: ☒ Electric ☒ Gas ☒ Water ☒ Sewer ☒ Phone ☒ Cable/Satellite T.V. ☒ Internet Access ☒ Refuse Disposal ☒ Snow Removal ☒ Any and All Others. If the Premises does not share meter facilities for utilities and if the utility or utilities are not provided as part of the CAM Costs (as defined below), tenant shall contract directly with all utility providers and all utility payments shall be directed to the respective utility providers.

b. CAM Costs: Tenant shall be responsible for paying for the annual common area operation and maintenance costs of the Property ("**CAM Costs**"). CAM Costs are all expenditures to operate and maintain the Property, including, but not limited to, utilities (electric, gas, water, and sewer), repairs, replacement costs (due to ordinary and extraordinary wear and tear or catastrophe), trash and snow/ice removal (including removal from parking areas, abutting roadways, and walkways), landscaping and lawn maintenance, painting, sign installation and maintenance, repair and replacement of utility systems, depreciation of machinery and equipment used in such repair and replacement, and cost of all personnel to implement such services. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible CAM Costs. The Tenant is responsible for all single maintenance or repair expenses of \$1,000 or less, up to \$20,000. All maintenance cost over \$20,000 will be split equally by the Tenant and Landlord up to \$50,000. Any single major maintenance or repair expense over \$1,000 will be split 50/50 between the Tenant and Landlord, and these expenses are not to be accrued towards the total maintenance cost limit of \$20,000. Major maintenance issues shall be decided on a case by case basis; the Tenant has the responsibility to inform the Landlord of a major maintenance issue as quickly as possible, not less than 24 hours after the issue is known. In the event that there is major maintenance or a catastrophic failure of any essential piece of equipment and neither the Tenant nor Landlord are willing to pay for the repair of that piece of equipment, the Tenant shall be released from this contract and shall vacate the Premises within 10 days. The Tenant will not owe any further payment to the Landlord for any subsequent months of the lease term, with the exception of the final utility payment as utilities are billed one month in arrears. Any personnel costs for maintenance or repairs are the sole responsibility of the Tenant.

c. Landlord's Insurance Costs: The Landlord shall procure and maintain such fire and casualty, loss of rents, and liability insurance on the Property as it deems proper and appropriate ("**Insurance Costs**"). Such insurance shall not be required to cover any of the Tenant's property or any personal injury liability, and the Tenant shall have no interest in any of the proceeds of such insurance. The Landlord shall supply a certificate of insurance coverage to the Tenant.

10. Payment of Additional Rent: All Additional Rent shall be paid by Tenant to Landlord in equal monthly installments concurrent with the Rent. Payments of Additional Rent shall be calculated as follows: on, or before the commencement date of this Term, Landlord shall give Tenant a statement of the estimated annual CAM Costs, Tax Costs, and Insurance Costs for the Property ("**Estimate of Costs**"). Tenant shall pay Additional Rent to Landlord based upon the Estimate of Costs divided by twelve (12). The Estimate of Costs shall be the basis of such Additional Rent calculated until Tenant is notified by Landlord of a change thereof. Within ninety (90) days of the end of each calendar year, Landlord shall compute actual CAM Costs, Tax Costs, and Insurance Costs for the preceding year (the "**Actual Costs**"). Landlord shall provide Tenant with a statement of Actual Costs. In the event that Tenant's payment of Additional Rent for said calendar year totals less than the Tenant's pro-rata share of the Actual Costs, Tenant shall be obligated to pay Landlord, within ten (10) days of receipt of statement, the difference between Tenant's pro-rata share of Actual Costs and the Additional Rent actually paid for said calendar year. In the event Tenant's Additional Rent actually paid for said calendar year exceeds Tenant's pro-rata share of Actual Costs, such excess shall be credited to Tenant's account. The Actual Costs of the prior calendar year shall be used for the purpose of calculating the Estimate of Costs for the then current year.

11. Late Payments: The charge for late payments shall be in accordance with the Utility Billing Policy, which is attached to this agreement and incorporated here as Addendum B.

12. Repairs and Maintenance of the Premises: The Tenant shall maintain the foundation, exterior walls, and roof of the Improvements in good repair. The Tenant agrees to keep all the other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Tenant shall properly irrigate and care for all trees, shrubbery, and lawn and the Landlord shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow based on the separate snow removal contract that is attached to this agreement and incorporated herein as Addendum C.

13. Parking: For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of all parking spaces upon the Property (the "**Parking License**"). The Parking License shall be effective for the term of the Lease as defined below. Landlord and Tenant shall not designate specific spaces for the Parking License prior to commencement of the Term.

PREMISES

14. Common Areas: The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "**Common Areas**"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of the Premises and Parking License (the "**Common Area License**"). Said License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of storage, or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and Landlord is not

liable for any damages, or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities; to restrict employee parking to certain areas; to temporarily close all, or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to said Common Areas and facilities as Landlord shall determine in its sole and absolute discretion.

15. Condition of Premises and Representations: Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. In the event that Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("**Work Letter**"). Other than the work, if any, to be performed pursuant to Tenant's Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

16. Check-In Inspection: Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. Use of Premises: Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. Use of Premises: To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law.

b. Signage: Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

c. Vacancy: It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

d. Legal Compliance: Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. Additional Prohibitions: Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

f. Pets and Animals: Pets or animals shall be permitted upon the Premises.

g. Storage/Trash: Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas so as not to be visible to members of the public in, or about the Property, and so as not to create any health or fire hazard.

h. Hazardous Material Prohibited: Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

i. Quiet Enjoyment: Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

j. Rules and Regulations: Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations.

18. Subletting or Assignment: Tenant shall not assign to another party the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. In the event an assignment or sublease is permitted, all payments from assignee or subtenant shall be made directly by said party to Tenant and the Tenant shall make payment to the Landlord.

19. Surrender of Premises: Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

20. Removal of Fixtures/Redelivery: Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

PAYMENTS

21. Payments/Dishonored Checks: Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed

Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

22. Partial Payment: If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

23. No Offset: No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

24. Joint and Several Obligations of Tenant: In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

SECURITY DEPOSIT

25. Security Deposit:

a. Security Deposit: To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

b. Application of Security Deposit: The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund; (4) that should the Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion.

c. Return of Security Deposit: If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

26. Improvements, Repairs, and Maintenance: Subject to the limitations set forth in Paragraphs 27 and 28 below, either Landlord or Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

27. Landlord's Limited Responsibility: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part.

28. Tenant's Allowed Responsibilities: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

29. Tenant's Duty to Repair: In the event Paragraph 12 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass, other windows, and window frames, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises (and including the foundation, exterior walls, and roof of the Improvements, if so provided in Paragraph 12). Tenant shall, at Tenant's own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations, and betterments (the "**Tenant Repairs**"). All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

30. Tenant Improvements: Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "**Tenant Work**").

31. Improvements/Prior Landlord Consent: Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans.

32. Tenant Work and Repairs/Compliance with Codes/Mechanic Liens: Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

33. Common Area Maintenance: Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

34. Keys/Locks: Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed.

35. Waste/Rubbish Removal: Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

DEFAULT, NOTICE AND REMEDIES

36. Default: If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "**Default**") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

37. Abandonment: In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

38. Re-Entry: In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

INSURANCE AND INDEMNIFICATION

39. Negligent Damages: Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

40. Liability Indemnification/Insurance: Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain coverage in the amount of one million dollars (\$1,000,000) per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses.

41. Fire/Casualty Insurance: Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

42. Insurance Requirements: All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

43. Waiver of Liability: Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

44. Third-Party Liability: Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

45. Landlord Insurance: Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

46. Indemnification Fees and Costs: In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

OTHER PROVISIONS

47. Destruction, or Condemnation of Premises: Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. Partial Destruction of the Premises: In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph 47 shall apply if Landlord determines that the partial destruction will not be repaired.

b. Premises Untenable: If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph 47 shall apply.

c. Condemnation: If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph 47 shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. Termination of Term: Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph 47, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be

given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph 47. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph 47, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

48. Holdover: Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

49. Entry by Landlord: Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs or inspections), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 38.

50. Guarantor: In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("**Guarantor**") hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantor will perform said obligations.

51. Subordination/Estoppel/Attornment: The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

52. Notices: All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, § 13-40-101, C.R.S., *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

53. Attorneys' Fees: In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

54. Governing Law: The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

55. Amendments and Termination: Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

56. Captions: The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

57. Pronouns; Joint and Several Use of Certain Terms: Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

58. Waivers: No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

59. Heirs, Assigns, Successors: The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

60. Time of the Essence: Time is of the essence of the Lease, and each and all of its provisions.

61. No Reservation of Option: Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

62. Credit Reports: Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the creditworthiness of Tenant and Tenant's guarantors, if applicable.

63. Corporate Authorization: If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with duly approved minutes of a meeting of the Board of Directors of the corporation, listing the name and position of the person given the authority to sign the Lease and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with resolution copy of the approved Minutes of the Board Meeting within five (5) days of the execution of the Lease.

64. Severability: If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

65. Lead-Based Paint Disclosure Rule: Buildings constructed before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

66. Other Applicable Laws: Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

67. ADA Compliance: Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

68. Additional Provisions: In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions is attached. The Lease and the attached Addendums constitute the entire agreement between the parties.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:

LANDLORD:

_____, a(n)

_____, a(n)

[Individual or Type of Entity]

[Individual or Type of Entity]

By: _____

By: _____

Its: _____

Its: _____

Or

Or

[Signature of Individual]

[Signature of Individual]

Date: _____

Date: _____

GUARANTOR *(if applicable):*

[Signature]

[Print Name]

Date: _____



ELHI Community Center
115 Ute Street
PO Box 2084
Ignacio, CO. 81137
970-563-4100
admin@theelhiignacio.org
WWW.THEELHIIGNACIO.ORG

ELHI Tenant Lease Packet

Updated July 2022

Tenant Lease Packet Checklist

ELHI Forms:

- ☐ ELHI Tenant Information Sheet
- ☐ ELHI Tenant Lease
- ☐ ELHI Itemization of Lease (*Copy provided to bookkeeper _____*)
- ☐ Key Receipt Acknowledgement Form (from all parties that will have possession of the keys)
- ☐ School Safe Radio Receipt Acknowledgment (from all parties that will have possession/responsibility of a radio)
- ☐ Emergency Exit Route Map
- ☐ Additional Addendums & Arrangements if Applicable

Tenant to provide current documentation of:

- ☐ Certificate of Liability Insurance
- ☐ Certificate of Non-profit status or Fiscal Sponsorship Agreement
- ☐ Copy of all licenses that may be required by law for the tenant to conduct business.

ELHI Representative Signature: _____

Date: _____

ELHI Tenant Information Sheet

Organization Name: _____

Primary Contact: _____

Address: _____

City/State/Zip: _____

Organization Phone: _____ Cell Phone: _____

Email Address: _____

Organization Tax ID Number: _____

Person to Contact in Case of Emergency: _____

Phone Number: _____ Position: _____

Email Address: _____

Address: _____

City/State/Zip: _____

Secondary Contact in Case of Emergency: _____

Phone Number: _____ Position: _____

Email Address: _____

Address: _____

City/State/Zip: _____

ELHI Tenant Lease

BY THIS AGREEMENT made and entered into on _____, between the Education Literacy Health and Inspiration Association - ELHI, herein referred to as Lessor, and _____ herein referred to as Lessee. Lessor leases to Lessee the premises described on ELHI Itemization of Lease, situated at 115 Ute Street, in the City of Ignacio, County of La Plata, State of Colorado for a term of _____, to commence on _____, and to end at 11:59 pm on _____.

1. **Rent** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$ _____ (_____ dollars) per month for the term of this lease payable on the first day of each calendar month, beginning on _____.
2. **Form of Payment** Lessee agrees to pay rent each month in the form of business check, cashier's check, Electronic Funds Transfer (EFT) or money order made out to the "ELHI Association." Rents are to be paid through one of the following methods: (a) in person at the Lessor's Office located at 115 Ute Street, Ignacio, CO, 81137; (b) postmarked by the last day of the month to the Lessor's post office box: PO Box 2084, Ignacio, CO, 81137; or (c) by electronic transfer.
3. **Late Payments** For any rent payment not paid by the first of each month, Lessee shall pay a late fee in the amount of 10% of Lessee's monthly rent. The late fee is due and must be paid by the 10th day of the month. Rental fees not paid for a period of 3 months in any calendar year shall result in termination of the lease and the tenant shall vacate the premises immediately.
4. **Returned Checks** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of thirty-five dollars (\$35.00). After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check, EFT, or money order for payment of rent.
5. **Security and Cleaning/Damage Deposit** On execution of this lease, in addition to first, and last month's rent, Lessee shall deposit with Lessor an amount equal to one month's rent as a cleaning/damage deposit. Deposit shall be held as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by Lessee of the provisions hereof. Upon termination of lease, the Lessor has thirty (30) calendar days to return the deposit, less any damages or fees owed.
6. **Adherence to Ignacio School District Rules** Lessee covenants that affixing their signature on this rental agreement by an officer or other designee authorized to enter into contracts, and further on paying the rent and performing the covenants herein contained, that Lessee agrees to abide by all the terms of the Lease between Lessor and Ignacio School District (the District) and all current District rules (as published by the Ignacio School District). The Lessor may adopt other rules and regulations at a later time provided that such rules and regulations have a legitimate purpose, do not modify Lessee's rights substantially, and do not become effective without notice of at least two (2) weeks.

7. **Use of Premises** The demised premises shall be used and occupied by Lessee exclusively for the uses put forth in the Lessee's tenant application and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for any other purpose without written consent by both the Lessor and the District. Lessee shall comply with all Lessor rules as stipulated in the Lessor's Operating Policies and Procedures Handbook (provided via email or on the ELHI Webpage and available for viewing in the ELHI Office). Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. Tenants may use the janitor closet in the North Hall for mop and broom access, and bathrooms are available for normal business use, not to include the washing of clothing, hair, dishes etc. The kitchen and cafeteria may be used for cooking and eating meals for tenants and their employees, as well as for classes in accordance with tenant programs and activities approved by the ELHI Administration, they may **NOT** be used for preparing or cooking food for sale or as a commercial kitchen.
8. **Condition of Premises** Lessee stipulates that they have examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order and repair, and of a safe, clean and tenantable condition. To assume occupancy and to document conditions upon this assumption, a walk-through will be performed with the Lessor representative and Lessee representative prior to execution of this lease.
9. **Keys** Lessee will be charged ten dollars (\$10.00) per key initially to the premises and provided an organization-specific alarm code. Keys will be distributed to member organization staff and organization-authorized volunteers and project leaders with written approval of the organization leadership. If all keys are not returned to the Lessor following termination of lease, Lessee shall be charged twenty-five dollars (\$25.00) per key.
10. **Locks** Lessee agrees not to change locks on any door without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.
11. **Parking** Any parking that may be provided is strictly self-park and is at owner's risk. No bailment or bailee custody is intended by the Lessor. The Lessor is not responsible for, nor does the Lessor assume any liability for damages caused by fire, theft, casualty, or any other cause whatsoever with respect to any vehicle or its contents. There will be no overnight parking on the premises without prior permission of the ELHI Association. Maintenance of the parking area will be the responsibility of the ELHI Community Center.
12. **Assignment and Subletting** Lessee may sublease portions of their space to individuals or groups for purposes consistent with the terms and conditions of this lease. Subleases will be subject to approval by the Lessor upon proposal of the individual or group by the Lessee and shall abide by all the terms of the Lease between the Lessor and Ignacio School District (the District) and all current district rules (as published by the Ignacio School District). An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

13. **Kitchen Use and Equipment** All space/equipment in the ELHI Kitchen is accepted in “as-is” condition. ELHI will request maintenance/repairs from the Ignacio School District within reasonable limits provided a maintenance request is filled out and turned into the ELHI Office. By using the kitchen and/or the equipment therein, you agree to indemnify the ELHI Association and all its employees, agents, and representatives against all injury, damage, liability, or loss that may occur during use.
14. **Shared Use of Kitchen** ELHI Tenants will be able to use the kitchen space with the following conditions:
- All dates/times will be scheduled with the ELHI Administration who will check the current schedule for conflicts.
 - Tenants will be responsible for maintaining the kitchen cleanliness including but not limited to wiping down all surfaces with an approved disinfectant; sweeping and mopping the floors; cleaning out the sinks and drains; emptying all trash cans and replacing the bags at the end of their use.
 - Tenants will be required to maintain the cleanliness of the bathroom located in the kitchen including cleaning the toilet, sweeping, mopping and emptying the trash, as well as making sure that the toilet paper, paper towels and soap dispenser are stocked at the end of their use.
 - Any equipment in the kitchen that is used must be thoroughly cleaned and returned to its original location at the end of each use.
 - Should any damages be incurred or discovered, tenants agree to inform the ELHI Administration immediately and in writing.
15. **Pantry, Refrigerator, and Freezer Use** Lessee may store food items in the tenant shared space known as the pantry, and the refrigerators provided by ELHI and labeled for tenant use. Refrigerators/freezers are also provided for short term rentals and day use only. All items stored in this shared space must be stored in proper containers (including plastic bins and lids for all dry goods – no exceptions) and clearly labeled and dated. Using the first in first out (FIFO) rule should always apply. Lessee must inspect all food storage areas to dispose of any out-of-date or compromised foods monthly. In an effort to keep our food storage areas clean and food safe, Lessor can ask Lessee to remove food items temporarily or permanently at the discretion of the Lessor at any time, giving the Lessee seven days’ notice to clear out the items from these common areas. Lessor can also bill Lessee for any hours of cleaning by ELHI Custodial staff, board members or volunteers caused by Lessee’s use of the space.
16. **Professional Code of Conduct** Tenants of the ELHI Community Center must comply with the District and the ELHI mission and vision statements. Tenants must treat each other with respect and any issues that arise should be reported to the ELHI Administration immediately. We are a shared space and common respect to the building, grounds, tenants, community members, and the greater public is expected. ELHI has the right to terminate a contract at our discretion. When feasible, if a tenant has an issue or problem with any other tenant, the tenant agrees to make reasonable effort to resolve the dispute by speaking to the other tenant before reporting it to the Lessor.

17. **Alterations and Improvements** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of the Lessor. Requests for permission to undertake leasehold improvements will follow the Lessor's Operating Policies and Procedures Handbook. The Lessor will negotiate directly with the District without interference by the Lessee regarding changes that may be required and will secure approval for improvements from the District, then convey this information to the Lessee. All leasehold improvements and site occupancy would be undertaken in full compliance with District, local, county, and state regulations. The Lessee will be responsible for undertaking and funding all leasehold improvements that may be required to carry on its normal course of business, including measures required to meet security needs. Lessee will assume the cost of all permitting, architectural, and legal fees associated with those improvements. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, become the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
18. **Damage to Premises** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of its employee, family, agent, or visitor, the premises may be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
19. **Dangerous Materials** Lessee shall not keep or have on the leased premises any article or substance of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
20. **Right of Inspection** The Lessor and its agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.
21. **Maintenance and Repair** Lessee will, at its sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of its employee, family, agent, or visitor, shall be the responsibility of the Lessor and/or the District.
22. **Signage** All exterior signage must be coordinated with and approved by the Lessor and the District. Interior signage must be approved by the Lessor. All signage must meet Ignacio Town guidelines.
23. **Pets** Pets shall not be allowed on the property. Certified service animals are allowed.

24. **Subordination of Lease** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
25. **Holdover by Lessee** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 30 (thirty) days' written notice on the first day of the month served by either Lessor or Lessee on the other party.
26. **Notice of Intent to Vacate** The Lessor shall advise the Lessee of any changes in terms of tenancy with advance notice of at least 30 (thirty) days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.
27. **Surrender of Premises** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted. Exit walk-through will be performed with Lessor representative and Lessee representative to document condition.
28. **Default** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within three days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.
29. **Abandonment** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

30. **Binding Effect** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
31. **Severability** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
32. **Insurance** The Lessor has general liability insurance and District has property and casualty insurance for the structure. Neither Lessor's insurance nor District's insurance covers Lessee's possessions or Lessee's negligence. During the term of this Lessee must maintain a renter's insurance policy to cover damage or loss of possessions. Lessee shall also maintain a policy of general liability insurance which shall name Lessor and District as additional insureds. A certificate of insurance naming the Lessor as an additional insured must be provided (electronically or hard copy) by Lessee to the Lessor within three business days after execution of the lease and updated certificates provided not less than 30 days prior to the expiration of the term of such policy. Tenant program operations may not commence prior to receipt of this certificate.

Lessee: (Printed Name)	_____	_____
Lessee: (Signature)	_____	Date
ELHI Representative: (Printed Name)	_____	_____
ELHI Representative: (Signature)	_____	Date
Board Approval: (Printed Name)	_____	_____
Board Approval: (Signature)	_____	Date

ELHI Itemization of Lease

Tenant Organization		Alarm Code Assigned:	
Room Number(s)	Total Square Footage by Organization:		
Monthly Rent @ \$___ / sq. foot			
1 st Month's Rent		\$ _____	
Phone Charge		\$ _____	
Last Month's Rent		\$ _____	
Cleaning/Damage Deposit		\$ _____	
Number of Keys Issued:		Total due for keys (@\$10/each) \$ _____	
		Total due upon signing: \$ _____	

Key Distribution

Key Code	# Keys	Person Receiving Keys	Key Lost or Returned	ELHI Representative Signature and Date Returned

The cleaning/damage deposit of \$_____, after all assessments, will be credited back to the TENANT upon completion of all termination terms stated within the lease. Key charge is non refundable and a \$25 charge per unreturned key will be deducted from the damage deposit.

Tenant Representative: _____ **Date:** _____

ELHI Representative: _____ **Date:** _____

Key Receipt Acknowledgment

The ELHI Center distributes keys to those individuals within member organizations whose organization has determined have a legitimate need to access the building for purposes related to their organization's programs. Signing below indicates that:

- You have received the key(s) for the specified access points (e.g. exterior building and/or rooms).
- And, if needed, access code(s) for the security alarm.
- You are personally responsible for the use and security of key(s).
- You will surrender your key(s) if your relationship to the authorizing organization ends or program needs no longer require you to have possession of said key(s).
- If a key or keys are lost, you are personally responsible for the cost of rekeying that access point(s).
- If the access code(s) for your authorized area(s) is changed, you will be informed by ELHI staff/board.
- Each organization must account for all keys annually before lease renewal date.

Note that if a key or keys are misplaced, that you, not your organization, will be held personally responsible for the cost of re-keying and making new keys for those locks.

_____	_____
Individual Receiving Key(s)/Code(s)	Date
_____	_____
ELHI Representative	Date

Key Code										
# of Keys										

Front door alarm code: _____

A copy of this form should be provided to both the organizational representative authorizing this access/use and to the individual receiving the key(s)/code(s).

School Safe Radio Receipt Acknowledgment

A School-safe handheld radio has been assigned to each room at the ELHI in collaboration with ISD to create a vital communication link for our building and district for everyday activities and for emergencies. Communications are the first thing to break down during an emergency. Having these radios gives us another excellent tool to provide for the safety and security of our tenants, programs and visitors. If we all work together and make our best effort to follow this protocol then we will have a much better outcome and day-to-day working conditions.

All organizations, tenants and tenant participants must agree to the following:

- Each radio will be charged and ready for use at the beginning of each day.
- All tenants shall monitor and have their radio available at all times. Any staff member supervising programs outside of the building, or while in shared spaces (cafeteria, kitchen or sanctuary) shall carry their radio and have it turned on during such time.
- Communications will be clear and concise and limited to ELHI business. Radios should not be used for long conversations in which a telephone could be used.
- Users will identify themselves as well as who they are calling, e.g.: This is the ELHI Office calling (tenant name) This transmission should be repeated a second time. The person answering should respond, e.g.: This is (tenant name), go ahead.
- Users will refrain from any idle chatter or joking on the radio. If someone is not available at their office or classroom phone, they can be asked over the radio to contact the caller by phone to avoid tying up the radio airtime.
- Traffic on a busy working channel will be moved to an unassigned channel.
- You will surrender your radio(s) if your relationship to the authorizing organization ends, or the program needs no longer require you to have possession of said radio(s).
- If a radio is lost, you are personally responsible for the cost of replacing the radio at the current price.

One channel has been designated for building-wide communication within the ELHI, mainly for communicating incidents or emergencies. There is one repeated (boosted), channel which is used by the ELHI administration and the district's administration, maintenance, police or for longer distance communication. There are six unassigned channels for use during special events or as called for.

The channel designations are as follows:

Channel # 1 - ELHI Community Center

Channels #2-#7 Unassigned (Available for use to avoid tying up more frequently used channels)

Channel # 8 Administration, Maintenance and SRO secondary. (Repeated)

Radio Serial No: 0275WB

Individual Receiving Radio(s)

Date

ELHI Representative

Date

ELHI Tenant Lease July 2022

Things to know about the School Safe handheld radios:

- There is a short delay when activating the talk button. Users should press the talk button, pause momentarily, and then proceed to talk.
- Speak in a normal conversational tone and hold the radio a few inches from your mouth. Speaking too loudly or softly into the radio or holding it too closely against the mouth causes voice distortion which often creates unreadable communications and requires unnecessary repetition.
- Channels 2 through 7 are line-of-sight capable only. They have a range of approximately ¼ mile if there are no solid obstructions between the two users such as tall buildings or hills.
- There are two repeater antennas mounted on the roof of the ISD elementary school for channels 1 and 8. The repeaters receive the transmission from the radio on one frequency, add power to the transmission, and then send it on to the receiving radios on a different frequency. If the antennas are not within a reasonable range of either the sending or receiving radios, the transmission will fail. The repeater allows the radios to be effectively used from all buildings in the district to the areas around the casino, the fairgrounds and the transportation building. Each radio is equipped with half-moon shaped programming buttons located just below the transmit button. The top of these buttons will turn on or off the repeated frequency on channels 1 and 8 to allow their use as a line-of-sight radio while away from the district or for uses not requiring the repeater. Turning the repeater off will create a “descending” tone. Turning the repeater on will create an “ascending” tone.
- On the side opposite the transmit button is a covered socket for a standard headphone jack. This is to provide an option for communication in the event of an extremely noisy environment or for situations requiring quiet such as testing or a lock-down.
- Use of the radios should be consistent building wide.

Practicing good radio etiquette during daily operations prepares us for their use during the rare emergencies. It helps two-way radio communication when everyone understands and uses similar language and etiquette, especially when there are more than two people using the channel.

- Over – I’ve finished speaking
- Say Again – Repeat your last message
- Stand-by – I acknowledge your transmission, but can’t respond right now
- Go ahead – I can respond, go ahead with your message
- Roger – message received and understood
- Affirmative / Negative – Yes / No
- Out – Conversation is finished, the channel is clear for other users.

A copy of this form should be provided to both the organizational representative authorizing this access/use and to the individual receiving the radio(s).

Tenant Walk Through

Instructions: Tenants, please complete this checklist within three days of moving in. Tenants and ELHI Administrator will review property and completed checklist together and mutually agree on the condition of the property upon move-in by signing this form. Each party keeps a copy of signed checklist. Tenant and ELHI Administrator will use the move-in checklist when determining if any of the tenant's deposit will be retained for cleaning or repairs after move-out. BE SPECIFIC and DETAILED when filling out the checklist.

Tenant Name: _____

Room Number(s): _____

Item	Condition on Arrival	Condition on Departure
Floor & Floor Covering		
Walls		
Ceiling		
Doors, Lock and Hardware		
Lighting Fixtures		
Windows & Window Coverings		
Heat/AC		
Cabinets & Counters		
Sink & Plumbing		
Closet		
Other: _____		
Other: _____		
Other: _____		

_____ Tenant acknowledges that they were informed about fire drills & protocol and the need for the ELHI Administration to be able to enter their space without notice when fire drills and/or state inspections are performed.

_____ Tenant acknowledges that they have received a copy of the ELHI Maintenance request form and instruction regarding submission to ELHI Administration.

_____ Tenant acknowledges that the ELHI Administration and/or Ignacio School District may need to enter their space without notice for maintenance and repairs.

Tenant Move-In

Date: _____

Tenant: _____

ELHI Administration: _____

Tenant Move-Out

Date: _____

Tenant: _____

ELHI Administration: _____

TOWN OF IGNACIO UTILITY BILLING POLICY

Utility bills will be mailed to all utility customers on the 5th of the month, due by the 20th. The utility bill may be mailed to the renter if permitted by the property owner/landlord. Utility Deposits are not required. **The property owner will ultimately be responsible for the utility bill.**

Accounts not paid in full by the due date will become past due. Accounts with a balance greater than \$20.00 will be assessed a flat \$10.00 late fee on the last business day of the month. A Disconnect Notice will be generated for accounts with any balance. The Disconnect Notice will be mailed to the landlord and the renter if the account is a rental, if the renter's address is available. The past due amount must be paid before the 10th day of the following month. Shut off will be at 10:00 AM on the 10th day of the month after all online, drop-box, and mailed payments are posted. If the 10th of the month falls on a Friday or weekend, shut off will take place the following Monday at 10:00 AM

Accounts shut off for nonpayment fall into a reconnect status. Any past due amount must be paid in full before services are reactivated, and a reconnect fee of \$50.00 will be charged during regular working hours. The reconnect fee will be \$60.00 after hours, weekends and holidays. A fee of \$25.00 will be assessed for special meter readings outside of the regular cycle reading. (Exception: when a property is changing owners.) Only the landlord can request a Special Read. A \$30 fee will be required to turn on/off utility services for purposes other than repair.

The Town Manager or Town Clerk may use discretion on extensions on past due accounts. If the customer cannot pay the entire past due bill, they must at least pay the gas portion for their heat to remain on. Once all efforts to work with the customer have been exhausted, maintenance will be given a list of shut-offs for that billing cycle. If the gas is shut off at a residence, the customer must be present when reconnected. Reconnect times are at 10:00 AM and 2:00 PM. Maintenance can only shut off or reconnect at the direction of the town staff.

Exception: To avoid shut off, subsidized accounts will require a phone call or letter from the agency providing the assistance. During the period from November 1 to April 30, the Town will not disconnect any subsidized accounts unless the Town is informed by the subsidizing agency that the tenant no longer qualifies for assistance.

Effective immediately, if a check or credit card payment is returned for any reason, a \$35.00 fee will be assessed to the account for insufficient funds. If a check or credit card payment is returned, the customer must use certified funds (cashier's check, money order or cash) to bring the account current. On any account where the payment has been returned three times (whether check or credit card payments) within a year, the customer will be notified and the account will be flagged as CASH ONLY. The Town will not accept payments other than cash or certified funds (cashier's check or money order) for a year.

The Town of Ignacio has the authority to lien the property in a severely delinquent situation (any amount 90 days past due), at which time the property owner will be notified of the Town's intentions. Should the town be forced to begin the lien process at a cost of \$100 in order to insure collection, all recording and attorney fees will be assessed to the property owner. Ordinance #256, approved October 10, 2007 authorizes the Town to collect charges, fees and assessments through collection of property taxes by the County Treasurer.

Approved August 10, 2010; Effective October 10, 2010; Revisions March 2011: Effective March 8, 2011. Revised August 6, 2013; Revised December 3, 2013; Revised November 15, 2017; Revised January 15, 2020; Revised January 9, 2023

Intergovernmental Agreement between the Town of Ignacio and Education Literacy Health and Inspiration Community Center (ELHI)

THIS AGREEMENT is made effective this 16th day of November 2022, between the Town of Ignacio, a Colorado Statutory Town (the "Town"), and the Education Literacy Health and Inspiration Community Center (ELHI), a not for profit corporation.

Recitals

The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. §29-1-203 allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government,

ELHI desires for the Town to plow its parking lot area located within the Town at 115 Ute Street, Ignacio, CO 81137; and

The Town has agreed to perform certain snow plowing services set forth herein, and ELHI agrees to payment of fees as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. Duties of the Town

The Town has designated the Interim Town Manager as the "Contact Officer" to act as the primary liaison between the Town and the ELHI for the purposes of this agreement. The work identified in this Agreement will be coordinated by the Public Works Director.

The Town will charge ELHI \$200.00 per day for snow plowing services. All plowing will be documented and detail date and time, and when necessary a monthly invoice will be sent to the ELHI with the applicable plowing information.

Snow plowing for ELHI will be done at the Town's convenience, and the Corporation understands the Town has plowing and other obligations that are required and will be completed before ELHI's parking lot area can be plowed.

The Town will plow ELHI parking lot area when snow accumulations exceed two (2) inches and other Town commitments have been completed. ELHI can request additional plowing or removal of accumulated snow and must contact the Public Works Director to coordinate.

The Town of Ignacio will not be held responsible for damage done to unmarked landscape features. A sketch of the driveway area is included with this contract, highlighting the parking area layout, landscape features and materials.

II. Duties of Education Literacy Health and Inspiration Community Center (ELHI)

ELHI has designated the Facilities Manager, Cora Shubert, as their contact person and primary liaison for purposes of this Agreement between ELHI and the Town.

ELHI agrees to pay all Town invoices submitted in accordance with this Agreement within thirty days of receipt.

ELHI will allow the Town unobstructed access to the parking lot area for snow plowing, and shall ensure that the parking lot area is free from vehicles and persons, and any obstruction during snow plowing.

III. General Provisions

1. ELHI hereby agrees to defend, save and hold harmless the Town, its departments, officers, elected officials and employees from any and all costs, damage, and liability which is caused by an activity, condition or event arising out of the performance or nonperformance of any provision of this Agreement to the extent authorized by Colorado law. Such costs shall include but are not limited to, in the event of legal action, court costs, expenses and reasonable attorney's fees, including reimbursement of all costs and attorney's fees associated with any litigation arising out of this Agreement.
2. ELHI hereby releases the Town and its departments, officers, elected officials and employees from all claims, causes of action or liabilities that may arise out of this Agreement by the Town affecting or relating to the subject of this agreement, that the Town makes using reasonable care and in good faith.
3. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including, without limitation, all such fees, costs and expenses incident to appeals) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
4. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this offending term shall be amended to conform as closely as possible to the parties' original intent and the validity of the other terms and provisions of this Agreement shall not be affected thereby.
5. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges, immunities to the parties and their officers or employees, except as expressly stated in this Agreement.
6. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.
7. Neither party shall be considered in default of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God, government, war, riots, acts of civil disorder, labor disputes, failure or delay of transportation or such other causes as are beyond such party's reasonable control.

8. In no event shall either party be liable to the other for any consequential or special damages arising out of or in relation to this Agreement, regardless of the cause.
9. The services provided by the Town are "as is" without any warranties whatsoever, expressed or implied.
10. The term of this Agreement shall be from the date of final execution until such time as either party terminates this agreement by providing 10 days written notice.
11. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement; such party does not require any third party's consent to enter into this Agreement.

In Witness whereof, the Parties hereto have executed this Agreement the day and year first above written.

Town of Ignacio, Colorado

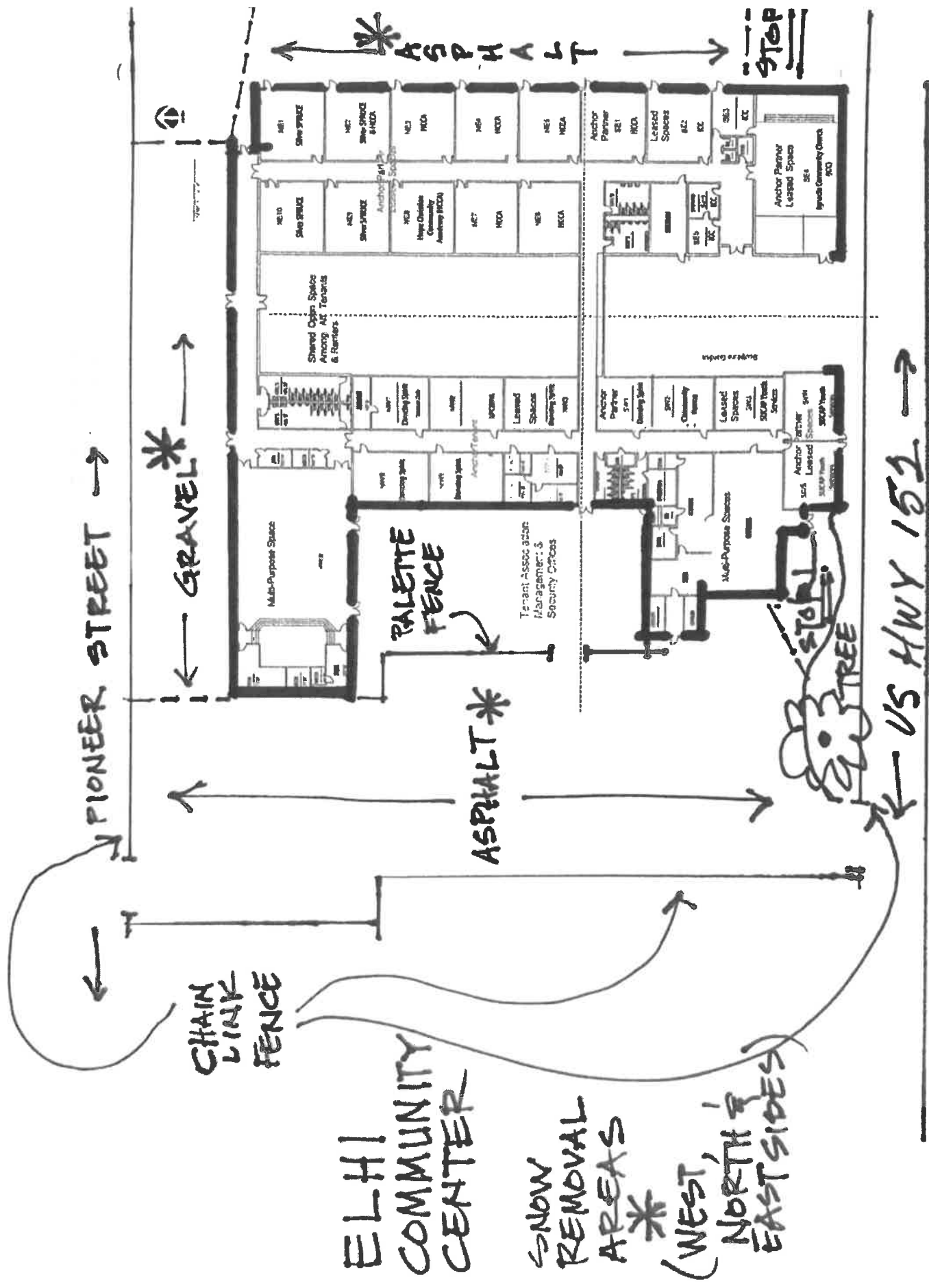
Mark Garcia, Interim Town Manager

Attest:

Ignacio Community Library District

Tuggy Dunton, Town Clerk

Cora Shubert, Facilities Manager



ELHI
COMMUNITY
CENTER

→ NOW
REMOVAL
AREAS *
(WEST, NORTH & EAST SIDES)



123 In Action

Making **Proposition 123** work at the local level

Updated: July 10, 2023
provided by the Community Investment Alliance

**Opting-In 101: Why Your Community
Should Opt-In and How To Do It**

Helpful Links:

- DOLA's Prop 123 overview page: <https://engagedola.org/prop-123>
- DOLA's prop 123 Baseline Assistance Tool: <https://combat.streamlit.app/>





The **Community Investment Alliance** is a Colorado-based 501c3 organization that partners with communities to develop stable housing, robust behavioral health services, wealth-building opportunities, access to healthy food, and integration with the natural environment.

Founded in 2021 to address pressing issues around housing, homelessness, equity, capacity building, and access to decision-making processes at state and local government.

More info at
communityinvestmentalliance.org



Prop 123: A stable revenue source with no new taxes

- Dedicates \$300M, or .1%, of existing taxable income to affordable housing.
- Debruces the \$300M, allowing \$300M of what would be tax refunds to drop into the general fund and keep the general fund whole. (more simply-it created revenue without a new tax)
- This \$300M is less than 10% of the total projected refunds for the next fiscal year.



Affordable Housing Measure

What does it do?

For Coloradans:

- Provide \$300 million in permanent annual funding for affordable housing
- Allocate 0.1% of the State's existing taxable income toward building up to 10,000 homes annually

For Local Governments:

To access these funds, local governments must...

- Require a prioritized review for the approval of affordable housing projects (by 2026)
- Commit to increasing affordable housing by 3% every year to access the funds



Where The Dollars Go

Division of Housing

Homelessness
\$54M

Homeownership
\$60M

Colorado Housing and Finance Authority

Workforce Housing
\$135M- \$153M

Landbanking
\$27M-\$45M



Why Opt-In Now?

- Proposition 123 provides significant new resources for programs and development of affordable housing.
- The fast-track development review requirements do not kick in until 2026.
- With ARPA funds being expended at the state, other state fund sources are limited and will go quickly.
- Proposition 123 funds provide more flexibility and uses than federal housing resources and can serve higher incomes.
- If you have affordable developments in process in your community, you want to give them the best chance at gap funding to complete their project.
- As soon as you opt in you can begin counting units towards the 9% three year commitment.



DOH Fund Details

DOH receives 40% of funds. The portion transferred to Affordable Housing Support Fund for DOH is estimated to be:

- \$58 million from 2022-23 budget year (transferred July 1, 2023)
- \$116 million from 2023-24 budget year (transferred July 1, 2024)

OEDIT receives 60% of funds. The portion transferred to Affordable Housing Financing Fund for OEDIT is estimated to be:

- \$87 million from 2022-23 budget year (transferred July 1, 2023)
- \$175 million from 2023-24 budget year (transferred July 1, 2024)
- OEDIT/CHFA and DOH have their own sessions scheduled: please visit their websites for more information.



DOH Homeownership Program

- Down-payment assistance to first-time homebuyers (prioritize first-generation):
 - Up to 120% AMI
- Grants and loans (up to 100% AMI):
- Nonprofits and community land trusts to support affordable home ownership
 - Groups or associations of mobile homeowners to assist with the purchase of their park



CHFA Resources

- **CHFA Webinar Recording Links**

Recordings of the engagement webinars held in early June on the Proposition 123 Land Banking and Concessionary Debt programs are linked below:

[Proposition 123 Land Banking Recording](#)

[Proposition 123 Concessionary Debt Recording](#)

- CHFA will be launching a website in July for the Affordable Housing Finance Fund



What Is Opting-In?

- It is a process where the local government opts into the program and **commits to increasing their affordable housing baseline number by 3% a year or 9% by 2026.**
- What is a **baseline number** (aka baseline estimate)? :
 - Estimate of the number of existing housing units in one's community that are considered "affordable" based on approved data sets.
 - Units are both rental and for-sale.



What Is Opting-In? continued...

- As part of the Opting-In process, local governments need to find their **baseline number**.
 - This is the first step in the Opt-In process.
 - There are a few methods to find a communities baseline number.
- Again, the commitment a local government makes to increase their affordable units by 3% a year or 9% by 2026 is based on this baseline number.



What Is Opting-In? continued...

- The state will confirm 9% was delivered at the end of 3 years (no annual compliance).
- The units must be “net” new units; new construction or conversion from market to affordable housing.
- State will not review progress until 2026.
- If the local government does not meet its 9% target it will not be eligible for funding in 2027.



What Is Opting-In? continued...

- Applications can be submitted now but have to be submitted in by Nov 1 for next three- year cycle.
- First funding streams are anticipated to be available in July.
- Communities can count units once they have formally opted into the program. Units are counted at time of permitting.



How to Calculate Baseline

The **baseline number** can be calculated/discovered in 2 methods:

Method 1:

Use default baseline number published in the DOLA table posted on their website entitled: "[Local Government Affordable Housing Baseline Reference Table](#)". Website: <https://engagedola.org/prop-123>

Method 2:

Calculate the baseline number using the DOLA [Baseline Assistance Tool](#)
Tool URL: <https://co-bat.streamlit.app/>



Data Sources per 123 Legislation

- The Language in the legislation required the Department of Housing to use:
- The 2017-2021 American Community Survey published by the U.S. Census Bureau.
- Comprehensive Housing Affordability Strategies estimates published by the U.S. Department of Housing and Urban Development.



How Can Prop 123 Funds Help My Community?

- Assist projects that are currently stalled due to rising costs and interest rates
Create new or fund existing mortgage assistance programs
Fund affordable for-sale housing development
- Provide gap funding to workforce housing rental projects
- Provide funds for land acquisition
- Provide more low-cost debt for housing developments
- Fund a variety of programs to prevent or end homelessness.



Prop 123 Technical Assistance with DOLA

DOLA is engaging a consulting firm to provide FREE technical assistance to local governments in establishing their baseline and 3% annual growth commitments.

- 2 hour sessions
- virtual or on-site
- tailored to either "beginner" or "advanced" audiences, depending on your jurisdiction's level of experience with affordable housing, and current understanding of Prop 123 requirements
- Regional collaboration is encouraged —
 - e.g. small-group sessions with multiple jurisdictions, several neighboring counties, municipalities, COGs, or sessions designed for urban, rural, or rural resort communities.

When: Starting mid-July through October 2023 (prior to the Nov 1 deadline to file commitments)



COLORADO
Department of Local Affairs
Division of Housing



COLORADO
Department of Local Affairs
Division of Local Government

Local Planning Capacity Development Program

Examples of the type of technical assistance available:

- ☐ basic / beginner webinars designed to instruct local governments how to determine their baseline and develop their commitment plan, providing tailored questions/answers
- ☐ advanced training webinars for communities that have experience with affordable housing policies and programs (these local governments may need time to work through how Prop 123 will impact their existing programs)
- ☐ on-site technical assistance worksessions (for an individual local government or a small group)
- ☐ additional follow-up sessions with consultants to help finalize commitment submission
- ☐ facilitated session with regional partners about written agreements to determine how multi-jurisdiction projects will assign unit counts to partner local governments



COLORADO
Department of Local Affairs
Division of Housing



COLORADO
Department of Local Affairs
Division of Local Government

To sign up for Prop 123 Technical Assistance

Contact: Community Development Office (DOLA/DLG)

Andy Hill andy.hill@state.co.us

303-864-7725

Robyn DiFalco

robyn.difalco@state.co.us

720.682.5202

Sign up for technical assistance:

<https://forms.gle/UcDED7YJ6v9tqvd3A>

TA is available only to municipalities, counties and tribal governments.



COLORADO
Department of Local Affairs
Division of Housing



COLORADO
Department of Local Affairs
Division of Local Government

Next Steps

- Assess your community's baseline number using one of the two methods.
- Discuss with local elected officials and/or manager about desire to opt-in. If community leaders are ready to proceed submit your commitment online.
- If you need technical assistance on the overall process you can reach out to DOLA or the Alliance (contacts on next slide).
- For direct questions on alternative methodology contact Connor at DOH: connor.everson@state.co.us





123 In Action

Making **Proposition 123** work at the local level

Contact Information:

Jenn@goprojectmoxie.com

Sara.p.monge@gmail.com

www.communityinvestmentalliance.org

Ignacio, Colorado Opt-In Form For DOH

Community opting in: Ignacio, Colorado

The baseline amount of affordable housing in your jurisdiction:

Baseline Estimate = 146

The type of income limit used to calculate the baseline amount of affordable housing (such as the Area Median Income of your own jurisdiction, or the state household median income):

Own AMI - La Plata County

Provide Information Supporting The Baseline

Select the data source used to calculate the baseline:

DOH Spreadsheet entitled: “[Local Government Affordable Housing Baseline Reference Data Table](#)” - tab of Spreadsheet entitled: “ACS Baseline Options”. Spreadsheet can be found within the Resources section on the DOLA website: <https://engagedola.org/prop-123>

Enter information on the county and household size used to determine the income limit (if applicable):

Not Applicable

Describe the methods used to produce the baseline:

Used the baseline number that was listed within the DOH Spreadsheet entitled: “[Local Government Affordable Housing Baseline Reference Data Table](#)” - tab of Spreadsheet entitled: “ACS Baseline Options”

2.b. Justify a Petition to Use an Alternative Income Limit (not required in all cases, only when a jurisdiction calculates its baseline amount of affordable housing using the state median household income or the Area Median Income of an adjacent jurisdiction):

Not Applicable

3. File a Commitment

Describe if and how high-density housing, mixed income housing, environmental sustainability, and the de-concentration of affordable housing will be prioritized.

Ignacio’s 9% commitment over a three-year period is 14 units as calculated on DOH’s Spreadsheet entitled: “[Local Government Affordable Housing Baseline Reference Data Table](#)” - tab of spreadsheet entitled: “ACS Baseline Options”

The Town of Ignacio has a housing subdivision in process that will provide a mix of rental and for-sale housing at a variety of prices.

(Optional) List the jurisdictions that you intend to cooperate with for the purpose of collaborative affordable housing growth:

We work closely with the Regional Housing Alliance, Southern Ute Indian Tribe and La Plata County.

RESOLUTION NO. 02-2023

A RESOLUTION OF THE TOWN OF IGNACIO, COLORADO, EXPRESSING THE TOWN'S INTENTION TO COMMIT TO THE LOCAL JURISDICTIONAL REQUIREMENTS UNDER COLORADO REVISED STATUTE, TITLE 29, ARTICLE 32, AND REFERRED TO AS "PROPOSITION 123."

WHEREAS, Proposition 123 (Proposition) establishes a Statewide Affordable Housing Fund, under Colorado Revised Statute (CRS) Title 29, Article 32; and

WHEREAS, the Proposition uses state revenue collected pursuant to Article 32 on one-tenth of one percent of federal taxable income, as modified by state law, for the purposes of creating and supplying affordable housing to individuals meeting the criteria set forth in the statute; and

WHEREAS, the Proposition creates a local planning capacity development program administered by the Division of Housing, in the Department of Local Affairs; and

WHEREAS, the program created will provide grants to local governments to increase the capacity of local government planning departments responsible for processing land use, permitting, and zoning applications for housing projects; and

WHEREAS, the Proposition allows local governments to opt-in to this program by declaring a three-year commitment, allowing the Town to be eligible for this funding; and

WHEREAS, for the Town to receive and maintain funding, the Town must comply with requirements set forth under the statute; and

WHEREAS, the statute deems that the Town would be eligible, in 2027, to receive funding if it commits and achieves annual increases in the number of affordable housing units within its territorial boundaries, and if the Town implements a system to expedite the development approval process for affordable housing projects; and

WHEREAS, the Town Board of Trustees affirms the Town's commitment to the conditions set forth within the Proposition and the desire to receive funds from the Statewide Affordable Housing Fund; and

WHEREAS, the Town Board of Trustees finds that this commitment is in the best interest of the health, safety, and welfare of its residents.

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

Section 1. The Town Board affirms the Town's commitment, under Proposition 123, C.R.S. Title 29, Art. 32, to increase affordable housing by 3% each year over the baseline number of affordable housing units within its territorial boundaries, as established by the process set forth in the statute.

Section 2. The Town Manager, or designee, will file the Town's commitment with the State Division of Housing and will create and implement a process to expedite the development approval for affordable housing projects, as defined in the statute.

Section 3. The Town Manager, or designee, will report the Town's compliance to the Town Board through annual reports, and report compliance to the State Administrator of this program through the process defined in the statute.

ADOPTED THIS 14TH DAY OF AUGUST, 2023.

TOWN OF IGNACIO

Clark Craig, Mayor

Attest:

Tuggy Dunton, Town Clerk



Town Managers Report

DATE: August 09, 2023

REPORT PERIOD: July 06, 2023 – August 09, 2023

This report focuses on items within the Town Board Meeting Agenda and also on work completed during the report period listed above.

TOWN BOARD MEETING AGENDA ITEMS

VII. NEW BUSINESS:

- A. Chamber of Commerce Special Event Liquor License Request: This request is for the Green Chile Festival and Tuggy has been working on request. Please contact her with any questions.
- B. ELHI Lease Agreement: The ELHI Board and Town staff have been discussing lease terms for continued occupation and use of ELHI. This effort followed a work session between the ELHI and Town Boards in July where discussion on the coverage of large maintenance expenses was a topic of discussion. The school district has maintained detailed expenditures for ELHI pertaining to maintenance and utility expenses which were covered by the district and these are helpful in reviewing maintenance and utility expenses moving forward.

Enclosed in your packet is a new lease with occupancy terms and conditions regarding maintenance and operations. The ELHI has agreed to coverage of utilities and minor maintenance and operation expenses. ELHI requested a monthly total of \$1800 for minor maintenance and operation expenses and anything over that would be split 50/50 between ELHI and the Town. The draft lease establishes a total for minor maintenance and operation expenses at \$20,000 and anything over that would be split 50/50, up to \$50,000. (Note: annual maintenance costs for the last 3-years have been approximately \$10,000). The ELHI has requested a \$600 maximum for major maintenance repairs with anything over split 50/50. The draft lease establishes a \$1000 maximum to ELHI for major maintenance repairs with anything over that amount split 50/50. The major maintenance items will need to be approved on a case-by-case basis. Please consider the draft lease and also ELHI's requested terms.

In your packet are emails regarding proposed terms from the Town and ELHI and also an estimate on ELHI tenant community benefit. Ideally, we can agree on the lease terms and get this signed and in place. We will need to establish insurance once the lease is approved. Please contact Tuggy or I with any questions.

- C. Resolution 02-2023 – Prop 123 Opt-In: Prop 123 is a new voter approved affordable housing funding source that is administered by the State. There is information in your packet providing information on this new funding source. There is specific criteria the Town has to agree and adhere to in order to access this funding. The major component is a commitment to increase affordable housing in Ignacio by 9% over a three (3) year period. Each community must establish a baseline of existing affordable housing units in order to determine how many additional affordable housing units need to be built in order to meet the 9% requirement. If a community is interested in accessing this funding and building the required housing they must “Opt-In” by November in order to access the first round of funding.

The Town has received free Technical Assistance (TA) in establishing Ignacio’s baseline, which has been determined to be 14 new affordable housing units. The TA will assist the Town moving forward with Prop 123 funding and provide support and associated documentation if the Town opts-in. The Rock Creek Housing project is proposing to build 46 new affordable housing units and completion of 14 units within this project will suffice in meeting the 9% goal. Building these units will allow for access of Prop 123 funds for ALL affordable housing efforts within the Town. Opting-In creates not commitments until the Town applies for funding and agrees to build the affordable housing, however we need to opt-in before building permits are issued. Durango and Bayfield have recently “opted-in” and La Plata County is considering the issue as well. Please look this information over and contact me with any questions. We will discuss this in more detail during the meeting.

VII.D TOWN MANAGER REPORT

Town Storm Drainage Project: The Town is (still) waiting on final permit approval with CDOT and anticipates starting this project this summer. Town crews are ready to commence this project once the final permit is approved. Please contact Jeremy or I with any questions.

Grants: I have been working on a number of potential grants for the Town and they include Downtown Redevelopment Planning, ELHI Planning, CR 320 Rebuild, Housing Development, Storm Sewer Project-Phase 2 and more. There is a lot of grant funding available and it is a full-time job staying on top of grants and associated submittal deadlines. Please contact me with any questions.

Rock Creek Housing Project: This project is progressing on several fronts. Below are details on ongoing work:

- SEH has completed the final infrastructure improvements design and prepared a project bid on BidNet. Bids are due on August 22nd and several contractors have obtained bid packages. We are hopeful we will receive competitive bidding on this project and can award a contract in September for fall construction. The project must be completed by June 2024.
- The final PUD plat is complete and ready for approval, however we still need to determine street names. I would suggest the names “Juniper Street” and “Manzano Circle”. Please consider these names and let me know if you agree or have any desired changes.
- La Plata County has requested some additional information on our grant request and I have met with them to discuss possible changes to our request which may be necessary due to the infrastructure construction estimates. They are still supportive of our project.

- The SUIT has received notice that their \$3M Congressionally Directed Spending (CDS) request has been included in the final funding request that will be considered by Congress this fall. These funds if awarded will be utilized for rental housing development on the Rock Creek site. Discussions on this potential build are ongoing.
- Discussions with Fading West (FW) has continued and a housing development proforma is being updated with their estimated housing costs. FW could be our housing partner on this project. Check out their website at: www.fadingwestdevelopment.com
- Town crews have been preparing the site for construction which includes removal of stockpiled dirt and overall site cleanup.

We need to schedule a ground breaking and ideally that will be in September once we have a contractor under contract. There are a number of agencies and dignitaries that we should invite and officially kick this project off. How does Thursday, September 14th work? This project is the only affordable housing project underway in our region and has some great momentum and support. Please look at your calendars and see if that date works or if you have other preferred dates.

Ignacio Downtown Redevelopment Plan: We have not received any new information and work from the University of Colorado Technical Assistance (UCTA) team. There is a large document on previous work that has been uploaded to the shared drive for your review. Please look this over and let me know if you have any questions.

Town Activities: Town staff are busy with summer work and typical duties and services. Public work crews have completed the sewer service replacements (26 total) and various building and cleanup activities. Administrative staff are beginning the 2024 budget and associated preparation. The Police Department continues to function efficiently and effectively within Town. We have a solid workforce and everyone is contributing fully and ensuring the Town operates efficiently.

Broadband Initiatives: Town staff have met with the Tribe and contractors working on the broadband network within Town. The schedule is to begin work in about 4-6 weeks and we are preparing an Excavation Permit for this project. We will keep you apprised of this project and the anticipated schedule once finalized. Please contact me with any questions.

MEETINGS ATTENDED – I continue to attend numerous conference calls and webinars remotely on a variety of matters, as well as on multiple grant opportunities. I continually exchange multiple emails and phone calls on related town matters and projects.

Please contact me with any questions on the above material or if in need of anything. Thanks!

Ignacio Police Department

August 2023 KP

As I mentioned in the last memo, I am working on upgrading the Town/IPD/Municipal Court to the newest version of the Model Traffic Code (MTC). This will bring the Town up to date on the MTC and there have been many revisions/deletions since the last update.

The Gaming Grant has been submitted and I am currently working on a new grant proposal for in-car radios. There is also the possibility for in-car cameras and speed enforcement grants that I am reviewing also.

The San Ignacio Fiesta Parade was held on July 29th and there were no problems encountered. The next special events are the Green Chili Fest and the Southern Ute Tribal Fair/Parade. We are keeping an eye on the paving project and hopefully that won't interfere with these events.

The new school year starts in a few short weeks. We will be meeting with Ignacio School District staff to discuss safety issues and the continued use of the School Resource Officer Program in our schools.

If you have questions or concerns, please call or stop by the office. Thanks.



Town of Ignacio

P.O. Box 459
540 Goddard Ave
Ignacio, CO 81137

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Public works Department Staff Report

8/3/2023

Compliance

This month's code enforcement

103 Maple – Trash and trash bags in alley way, between Maple and Piedra. Letter was sent out. (Pending)

109 Maple – Grass in the front yard and trees need to be trimmed over sidewalk. Letter was sent out. (Pending)

111 Maple – Trees over sidewalk need to be trimmed. Letter was sent out. (Pending)

115 Maple – Couches and weeds need to be cleaned up in alley way between Maple and Piedra. Letter was sent out. (Pending)

113 Maple – Weeds need to be trimmed in alley, between Maple and Piedra. Letter was sent out. (Pending)

604 Candelaria – Trees over sidewalk that need to be trimmed. Letter was sent out. (Pending)

104 Piedra – Talked with home owner about trees that were thrown in the alley way between Maple and Piedra. (Complete)

110 Piedra – Talked with home owner about cutting weeds in the alley way. (Complete)

112 Piedra – Talked with home owner about cutting weeds in the alley way. (Complete)

114 Piedra – Talked with home owner about cutting weeds in the alley way. (Complete)

Lionel Flores
Town of Ignacio





Town of Ignacio

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Natural Gas System

Monthly meter reads, re-reads and Shut offs
Leak Survey
Mercaptan Testing
Energy World Net operator qualification Compliance for D.O.T. compliance
State compliance and filing
DOT training
OQ training
Meter hub has been switched to the B side
System maintenance and repair
Working with Brad Bean on compliance issues with the State of Colorado

Sewer and Storm Drain System

Monthly line flushing
System maintenance and repair
State compliance training and filing
Working with CDOT, Darren Stewart with SEH to finalize storm drain route for Phase 1 of the Browning Ave Project
Have identified several problem areas in the Sanitary sewer system that need repaired
Received 24" pipe for Phase 1 of the Browning storm drain project
We have 23 individuals and businesses signed up for the Goddard Ave sanitary sew service rehab project. The project has started and we are coordinating with CDOT and Four Corners Materials as the project moves forward
As of 6/29/2023 we have 4 services to replace

Drinking Water system

Monthly meter reads, re-reads and shut offs
Monthly water sampling
System maintenance and repair
State compliance training and filing
New water meter installs and pit repairs
Meter inventory and leak survey
Lead and Copper water sampling
Main line repair and install new tap at 875 Browning Ave
Fire Hydrant repair 900 Block of Browning Ave





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Irrigation System

System maintenance and repair
Monitor irrigation pond level

Parks

Lawn slingers has begun mowing operations on Town Parks and the baseball field
Repair two levies on the river inlet for Town Park
Replaced irrigation pump at Campbell Park
Irrigation main repair at Town Park
Low water level at the pond inlet addressed
Replaced 18 sprinkler heads at Town Park/ Baseball Field

Roadways and Alleys

Drainage maintenance and repair
Street sweeping
Side walk repair on Goddard in progress as well as new side walk on west side of Goddard from Becker St to Ignacio St

General Maintenance

UNCC locates completed filed and reported
Daily and weekly trash collection
Daily Utilities issues and complaint call outs addressed
Maintain and clean up the burn pile area
Tree removal
Parade prep
Meeting with Bonfire and TSI to determine location of Fiber optic network Cabinets and discuss Town requirements and expectations moving forward with this project
Pre bid meeting With SEH and contractors for Rock Creek Subdivision
Burn pile closed 8/1/2023 Start cleanup of this property 8/7/2023

Equipment and Vehicles

Daily maintenance
Monthly maintenance
Repair vehicles and equipment
Order and replace the dump cylinder on the 310 John Deere back hoe
Replaced 6 tires on the F 600 Dump truck
Replaced four tires on the Street sweeper





Town of Ignacio

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Building code enforcement

Subject:

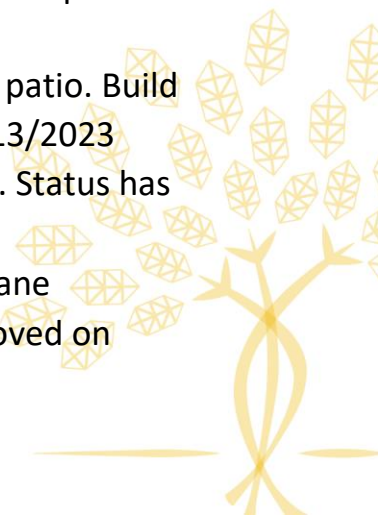
8/03/2023

Town of Ignacio Building Construction / Inspection Cross Connection Control Program

From: Garry Montoya

To: Jeremy Mickey

- 610 Browning Exterior panel and window replacement. Permit issued and approved on 4/24/2022 Estimated completion Oct. 2022 (Owner: Luis Valenzuela) Note: Pending investigation (IPD -CBI) 6/29/23 No change. Inquire from
- New Residence for Rokfur, LLC. Lot 4 Walker First Add. 150 County Road 320A. Building permit issued on 3/24/22. Build plans on hold per per-Jeff Seales (Owner- Contractor) New inquiry on building 2/7/23. Owner wants to revise initial build process. Scheduled Meeting on 2/8/23 Building permit application submitted on 3/27/2023. Under review. Building permit approved on 3/29/23. Under construction. Inspected footing for concrete on 4/11/23. As of 5/01/23 Framing is in process. Framing inspected on 6/29/23. Inspected insulation on 7/06/23
- 457 Burns Ave. Jeremy Schultz (Owner) Residence remodel... Build permit issued on 9/14/22 (No current information or status or progress as of 2/6/23) Contacted Owner on 3/15/2023. Work in process. Estimated completion May 2023. Status has not changed 6/29/23. Demolition permit issued on 7/12/23
- 110 Maple Ave Jordan Larsen (Owner) New rear attached cover patio. Build permit approved and issued on 11/15/22. Contacted owner 3/13/2023 waiting on weather to improve to continue. 5/01/23 No change. Status has not changed 8/03/23
- 500 Tranquilo Ct. New construction, Single Family Residence Shane Roukema (Owner -Contractor. Building permit application approved on 12/14/22





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Permit paid and issued on 1/11/23 Footing inspected on 3/20/23 Stem wall inspected on 3/27/2023. As of 5/01/23 Framing is in process. Roof inspected on 5/4/23. Framing inspected on 5/9/23. Rough in plumbing has been inspected on 6/5/23 Sheet rock inspected on 6/22/23. Build is near completion. Waiting on sewer, water and gas taps to be paid. 8/03/23

- 355 Goddard Ave. Restaurant Interior remodel, Cuevas and J. Rosas (Owner Contractor) Building permit Issued on 12/15/22. Excavation permit issued on 1/20/23 for new gas line install. Note: New gas line installed and inspected on 2/01/23. Interior remodel near completion. San Juan Basin Health is scheduled mid-June for inspection. No status change 8/03/23
- 455 Shoshone Margret and Butch Gomez (Owner) Residence remodel. Building Permit Issued on 1/26/23. Contractor Gary Hansen. As of 5/01/23 Remodel in process. No status changes. 8/03/23
- 516 Tranquilo Ct. Laura and Dillon Stone (Owner) Single Family Residence New build. Contractor S&D Do It All. Excavation permit issued on 2/1/23 Building permit issued on 2/06/23. Concrete footing, stem wall, garage driveway, rear patio and sidewalk completed on 2/7/23. Framing construction in process 3/27/2023. Framing inspected on 4/17/23. Insulation inspected on 6/2/23. Sheetrock inspected on 6/22/23. Build is complete. COO issued on 7/18/23
- 465 Goddard Dancing Spirit. Build plans are final and approved as of 6/01/20/23 Excavation permit issued on 5/24/23. Building permit issued on 6/1/23 Concrete footing inspected on 6/27/23 Stem wall form inspected on 6/28/23. Framing in process 8/03/23
- 535 Goddard Farmers Fresh Market Ezra and Brook Lee. Tortilleria addition to the building. Building permit issued on 6/27/23. Near completion 8/03/23
- 515 Burns Ave. Roger Kimsey contractor. Remodel and renovation. Building permit and excavation permit issued on 7/20/23





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- 107 Piedra Ave Craton Godac. New back yard shed construction. Excavation permit issued on 5/25/23. Building permit issued on 6/1/23. Inspected footing on 6/1/23. Inspected framing on 7/7/23.

Note:

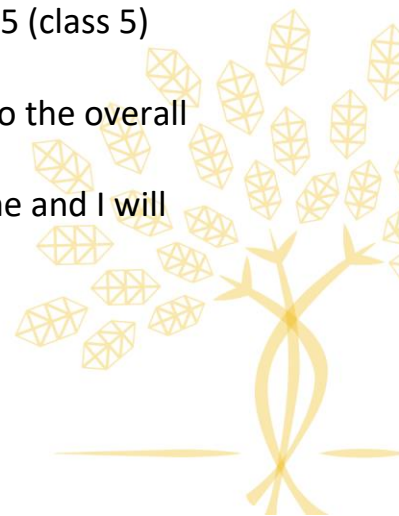
A recent survey was conducted for the Building Dept from Verisk. International Organization for Standardization (ISO) BUILDING CODE EFFECTIVENESS GRADING SCHEDULE (BCEGS) The survey was performed by Ivone Reich Field representative, Community Hazzard Mitigation. Results of the report will be complete in the next 2-3 weeks and I will share this information when available. 5/01/23 Report not completed. No status change on 6/7/23.

I am pleased to announce that Verisk has completed the building code effectiveness grading schedule results for Ignacio La Plata County. Grading classification is 5 for 1 and 2 family residential property and 5 for commercial and industrial property. (BCEGS classifications range from 1-10 with a class 1 representing exemplary commitment to building code enforcement. A grading of 10 indicates it does not meet the minimum requirements to receive a grading classification.

The last survey completed by ISO BCEGS on 3/19/2019, classification grade was 10 for Residential and 10 for Commercial. Significant improvement for 2023 survey. Overall current results State average. Commercial: 57.83 (class 5) Residential: 54.05 (class 5) Ignacio, LaPlata county. Commercial: 56.75 (class 5) Residential: 60.78.

The newly adopted 2018 IBC has made a significant positive impact to the overall grading score.

I have a full report of the survey. If you're interested, please notify me and I will share the report or any questions you may have.





Town of Ignacio

P.O. Box 459
540 Goddard Ave
Ignacio, CO 81137

970/563-9494 
townofignacio.com 

Cross Connection Control Program

CDPHE Regulation 11.39 (3) Cross Connection Control

Meeting with CDPHE. Water Quality control Division. KC Kay (Environmental Protection Specialist). The meeting in general was an audit for the Back Flow Cross Connection contamination control program. Overall, the audit comprised of compliance issues, monitoring schedule, Test results, Commercial customer compliance within the scope of the regulation. Survey results. There are non-compliance issues that have must be rectified.

All assemblies that are not in compliance have been recognized and the owners have been notified. 14 Assemblies of 14 not tested in 2022 have been tested. 6 business remain non-compliant. A date has been established. All business owners that are non-compliant have 30 days (March 31) for compliance. (Ray Sanchez)
Note: Testing compliance ratio has been achieved (90 %). Acceptable per CDPHE Requirements, goal is to achieve 100% compliance. (Ray Sanchez) 5/01/23)

Note:

All information has been submitted to CDPHE on 6/2/23

Currently the compliance ratio is at 93% and CDPHE has closed out the non-compliance violation. 8/03/23





Town Clerk / Treasurer Report

August 2023

Honorable Mayor and Trustees,

The following is a report of my activities since the last Town Board Meeting, as well as items on which I need your direction.

Clerk:

- The minutes from the July 10 meeting are on the drive for your review.

Treasurer:

- The Accounting Reports for July are included in the consent agenda.

Utilities:

- The gas report is in your packet for your review. I do not yet have the August rate from the Tribe; I have included the July rate so that you can see how I came up with \$16.34/MCF for the billing that was sent on August 4 for July usage.

Licenses:

- Animal: 52 current licenses
- Business: 68 current licenses
- Business Service Licenses: 71 current licenses
- Liquor Licenses:
 - The Rose Café Liquor License Renewal Application is in the consent agenda, along with a memo from Chief Phillips
 - Wells Liquor South Liquor License Renewal Application is in the consent agenda, along with a memo from Chief Phillips

The last direction I received from the Board was that Liquor License Renewal Applications are considered routine (unless there has been a violation or other extenuating circumstance) and that they should be included in the consent agenda. Please advise if this is the continued desire of the Board or not.

 - Chamber of Commerce Special Event Permit Application – This meeting has been noticed as a Public Hearing and the property has been posted per CRS 44-3-311.

Human Resources:

- Work is continuing on the Policies and Procedures Manual.

Events:

- August 15, 6:00 PM – Joint Work Session with LPBCC in Abel F Atencio Community Room
- September 7, 4:00-8:00 PM – CML Fall Outreach Meeting at the Bayfield Senior Center
- September 11, 6:00 PM – Next Regular Board Meeting in Abel F Atencio Community Room

Meetings Attended:

- Ignacio Creative District Board Meeting – CCI has informed us that the application portal for State Certification may not open until December; Eva continues to check the website and is in contact with Christy Costello, the interim Executive Director of CCI. Please see the attached flier for upcoming events with ICD.

Miscellaneous:

- CML Policy Committee is looking for nominations for new members. I have attached information concerning this. As you can see from the partial roster that is attached, Ignacio is not currently represented on this committee. The deadline for applications is close of business on September 11 (prior to the next regularly scheduled Board Meeting). Please let me know if any one of you is interested in serving on the Policy Committee and I will work with you on the application process.

Please contact me with any questions. Thank you.

Tuggy

You're Invited

IGNACIO CREATIVE DISTRICT UPCOMING EVENTS 2023

June
24

SUMMER ART SERIES OPENING AT FFF | 1-6PM

ICD's meet & greet social and opening of our summer art series at Fox Fire Farms

📍 5513 CR 321

July
22

SUMMER ART SERIES AT FFF | 1-6PM

ICD's summer art series Saturday afternoons at Fox Fire Farms

📍 5513 CR 321

Aug
5

NYE OPENING RECEPTION | 6PM

Native Youth exhibition and auction at the Southern Ute Museum and Cultural Center

📍 503 Ouray drive

Aug
26

SUMMER ART SERIES AT FFF | 1-6PM

ICD's summer art series Saturday afternoons at Fox Fire Farms

📍 5513 CR 321

Sept
23

HISTORY LIVE | 4-7PM

ICD's meet & greet social and our History Live party celebrating Fox Fire Farms

📍 5513 CR 321

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@Ignacio_creative_district

Join us in our mission to “unify our diverse community through artistic expression, for mutual prosperity, resulting in economic and civic growth, stability, and vitality.”



IGNACIOCREATIVEDISTRICT@GMAIL.COM



IGNACIOCREATIVEDISTRICT.ORG



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Tuggy Dunton <tdunton@townofignacio.com>

2023-2024 CML Policy Committee

1 message

Tue, Aug 8, 2023 at 12:26 PM

Colorado Municipal League <hstauffer@cml.org>
Reply-To: hstauffer@cml.org
To: tdunton@townofignacio.com



COLORADO
MUNICIPAL
LEAGUE

303 831 6411 / 866 578 0936

303 860 8175

www.cml.org

1144 Sherman St., Denver, CO 80203

TO: Mayors, managers and clerks

FROM: **Heather Stauffer**, CML legislative advocacy manager

SUBJECT: 2023 CML Policy Committee

It is time again to make appointments for representatives to serve on Colorado Municipal League's Policy Committee. A current **committee roster** is attached for your reference. Additionally, I'm providing this description that outlines the **roles and responsibilities** of committee members.

Please see the **2023-2024 Policy Committee memo** which contains the link for members to propose CML-initiated legislation or an amendment to the policy statement. Please ensure any recommendations are those of the municipality (or section) you represent, as opposed to an individual position, and that they have been fully vetted before submission. If you have additional questions on the initiated legislation process, please email **Heather Stauffer**.

Proposals are due no later than COB **Monday, September 11**. Please feel free to reach out with any questions or concerns.



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Colorado Municipal League | [1144 Sherman St., Denver, CO 80203](#) | 303 831 6411

If you no longer wish to receive emails from CML, [unsubscribe here](#).



Shirley Peel	FORT COLLINS	Council Member	MEM
Jeanelle Andersen	FORT LUPTON	Court Administrator	ALT
Chris Cross	FORT LUPTON	City Administrator	MEM
John Brennan	FORT MORGAN	Deputy City Manager / City Clerk / PIO	ALT
Brent Nation	FORT MORGAN	City Manager	MEM
Detra Duncan	FOUNTAIN	Council Member	ALT
Sharon Thompson	FOUNTAIN	Mayor	MEM
Lisa Jones	FOXFIELD	Mayor	MEM
Eileen Waldow	FRASER	Mayor Pro Tem	MEM
Ryan Johnson	FREDERICK	Assistant Town Manager - Community and Economic Development	MEM
Leslie Edwards, CPA	FRISCO	Finance Director	MEM
Shannon Vassen	FRUITA	Assistant City Manager	MEM
Filbert Archuleta	GARDEN CITY	Mayor	MEM
Chuck Line	GLENDALE	City Manager	MEM
Robert Reed	GOLDEN	Councilor	MEM
Anna Stout	GRAND JUNCTION	Council President / Mayor	MEM
Ken Watkins	GRAND JUNCTION	Fire Chief	SECTCHAIR
Staycie Coons	GREELEY	Intergovernmental Relations Officer	ALT
Raymond C. Lee, III	GREELEY	City Manager	MEM
Brett Payton	GREELEY	Mayor Pro Tem	MEM
Sunde King	GREEN MOUNTAIN FALLS	Mayor Pro Tem	MEM
David Kerber	GREENWOOD VILLAGE	Mayor Pro Tem	MEM
James Miles	GUNNISON	Councilor	ALT
James Gelwicks	GUNNISON	Councilor	MEM
Sarah Jeanne Stadler	HUDSON	Mayor Pro Tem	MEM
Andrew Marsh	IDAHO SPRINGS	City Administrator	ALT
Charles Harmon	IDAHO SPRINGS	Mayor	MEM
Troy Mellon	JOHNSTOWN	Mayor	ALT
Matthew LeCerf	JOHNSTOWN	Town Manager	MEM
Karl Hanlon	KARP NEU HANLON, P.C.	Attorney	MEM
Gary J. Lagrimanta	KERSEY	Mayor	ALT



Policy Committee Roles and Responsibilities

CML GENERAL GOVERNANCE OVERVIEW

- CML works with and on behalf of Colorado cities and towns to develop and improve municipal government.
- CML provides services that increase the efficiency of Colorado cities and towns.
- CML assists in securing legislative enactments that benefit municipalities while opposing injurious legislation.
- CML always acts in the best interest and for the benefit of all Colorado municipalities and their residents.
- CML conducts all business while adhering to the highest legal and ethical standards.
- CML is governed by an executive board elected by members. The executive board is responsible for setting and establishing policy using existing guidance and recommendations from various committees, including the Policy Committee.

ROLE OF THE POLICY COMMITTEE

- Policy Committee representatives are appointed by their respective municipalities. Each municipality may assign one member and designate an alternate should that member be unable to attend. Cities with a population over 100,000 may appoint two members plus an alternate.
- CML section chairs serve as non-voting members of the committee appointed by their respective sections.
- Policy Committee representatives are responsible for reviewing anticipated, proposed, or introduced legislation provided by CML advocacy staff and voting on recommendations for legislative positions to the CML Board at Policy Committee meetings.
- Representatives are responsible for reviewing requests for CML-initiated legislation from member municipalities or CML staff and voting on a recommendation to the CML Board.
- Representatives are responsible for reviewing CML's Annual Policy Statement and proposing revisions, if necessary. CML members will vote on proposed Policy Statement revisions at CML's Annual Business Meeting.

ROLE OF INDIVIDUAL POLICY COMMITTEE REPRESENTATIVES AND ALTERNATES

- **General Expectations**
 - Policy Committee representatives are expected to attend, in person or virtually, all CML policy committee meetings. If you cannot participate in a meeting, please ensure your municipality's designated alternate is available and prepared to attend.

- Policy Committee representatives are expected to review committee materials with their city councils and relevant municipal staff and departments ahead of CML policy committee meetings to represent their municipality's views accurately.
- **Meeting Expectations**
 - Please arrive on time and ready to participate.
 - Follow the rules and instructions the Policy Committee chair sets forth at the beginning of the meeting.
 - Wait to be recognized by the chair before speaking or making a motion.
 - Having active and engaged committee discussions produces great outcomes. To the extent possible, please minimize distractions during committee meetings, which includes refraining from leaving the room to take phone calls or engaging in unrelated work.
 - Discussions around legislation often lead to passionate conversations, with everyone eager to participate. Dialogue and debate should maintain a civil and respectful atmosphere and tone.
- **Wear your municipal official hat**
 - Policy Committee members should first and foremost represent the viewpoint of the municipality that appointed them to the Policy Committee.
 - While professions, interests, and activities outside of being municipal officials shape our worldview, Policy Committee members should refrain from advocating for those viewpoints unless they coincide with the position or viewpoint of their municipality.

ROLE OF THE POLICY COMMITTEE CHAIR

- The Policy Committee chair is appointed by and serves at the pleasure of the CML Executive Board President.
- The Policy Committee Chair is responsible for maintaining rules of order and running efficient policy committee meetings.
- The chair will recognize speakers during discussion, recognize motions when made, and call for a vote when appropriate.
- The chair will ensure that each person, both in person and online, has an equal opportunity to speak and make motions during meetings.
- The chair will not recognize speakers for a second time until other members who want to speak have done so.
- The chair will ensure that motions are in order and proceed according to the rules.

THE ROLE OF THE CML EXECUTIVE BOARD

- CML Executive Board Meetings generally occur the week following CML Policy Committee Meetings.
- The Executive Board has the final authority to establish the League's positions.
- At the CML Executive Board Meetings, the Board will consider recommendations submitted by the CML Policy Committee. A member of the advocacy team will present each recommendation.
- Legislative and policy recommendations may be presented directly to the CML Executive Board when time does not permit waiting to present it to the Policy Committee first.