



**IGNACIO TOWN BOARD MEETING AGENDA**  
**Monday, September 8, 2025 – 6:00 PM**  
**Abel F. Atencio Community Room, 570 Goddard Avenue**  
**or via Remote Public Meeting**

Zoom login info: <https://us06web.zoom.us/j/82907103337>

Attendees wishing to participate by phone shall call: [346-248-7799](tel:346-248-7799) and key in Webinar ID Number: [829 0710 3337](tel:829-0710-3337)

- I. CALL REGULAR MEETING TO ORDER:** Pledge of Allegiance
- II. ROLL CALL**
- III. APPROVAL OF AGENDA – Action Item**
- IV. PUBLIC COMMENTS**
- V. CONSENT AGENDA – Action Item**
  - A. Regular Town Board Meeting Minutes from August 11, 2025
  - B. August 2025 Accounting Reports
- VI. STAFF REPORTS**
  - A. Police Department
  - B. Public Works
  - C. Clerk / Treasurer
  - D. Town Manager
  - E. Attorney
- VII. UNFINISHED BUSINESS**
  - A. Rock Creek Housing Update
- VIII. NEW BUSINESS**
  - A. Chamber of Commerce Special Event Permit Application – Public Hearing and Action
  - B. ELHI Lease Extension Request – Action
- IX. TRUSTEE REPORTS**
- X. MISCELLANEOUS**
- XI. ADJOURNMENT**

## Check Register for August 2025

Check #	Type	Vendor	Vendor Name	Check Amount	Date Issued	Claim #	Claim Amount
-97297	E	737	PITNEY BOWES INC	502.25	08/04/25	CL 18744	502.25
-97296	E	143	STATE OF COLORADO-SALES TAX	770.69	08/14/25	CL 18763	770.69
-97295	E	737	PITNEY BOWES INC	502.25	08/14/25	CL 18773	502.25
-97294	E	385	LPEA	3539.82	08/14/25	CL 18779	3539.82
-97293	E	1187	Cardmember Service (TBK Bank)	1068.66	08/14/25	CL 18787	1068.66
-97292	E	1187	Cardmember Service (TBK Bank)	740.09	08/14/25	CL 18788	740.09
-97291	E	1187	Cardmember Service (TBK Bank)	185.41	08/14/25	CL 18789	185.41
-97290	E	1187	Cardmember Service (TBK Bank)	71.53	08/14/25	CL 18790	71.53
-97289	E	1187	Cardmember Service (TBK Bank)	97.34	08/14/25	CL 18791	97.34
-97288	E	1187	Cardmember Service (TBK Bank)	37.90	08/14/25	CL 18792	37.90
-97287	E	1187	Cardmember Service (TBK Bank)	482.03	08/14/25	CL 18793	482.03
-97286	E	1187	Cardmember Service (TBK Bank)	182.20	08/14/25	CL 18794	182.20
-97285	E	1187	Cardmember Service (TBK Bank)	1200.32	08/14/25	CL 18795	1200.32
-97284	E	1187	Cardmember Service (TBK Bank)	261.35	08/14/25	CL 18796	261.35
-97283	E	1187	Cardmember Service (TBK Bank)	699.43	08/14/25	CL 18797	699.43
-97282	E	1187	Cardmember Service (TBK Bank)	2625.42	08/14/25	CL 18798	2625.42
-97281	E	1187	Cardmember Service (TBK Bank)	198.39	08/14/25	CL 18799	198.39
-97280	E	1187	Cardmember Service (TBK Bank)	674.85	08/14/25	CL 18800	674.85
-97279	E	1187	Cardmember Service (TBK Bank)	2569.72	08/14/25	CL 18801	2569.72
-97278	E	1187	Cardmember Service (TBK Bank)	554.14	08/14/25	CL 18802	554.14
-97277	E	1187	Cardmember Service (TBK Bank)	326.45	08/28/25	CL 18806	326.45
-97276	E	1187	Cardmember Service (TBK Bank)	67.98	08/28/25	CL 18808	67.98
-97275	E	1187	Cardmember Service (TBK Bank)	507.82	08/28/25	CL 18809	507.82
8303	S	1324	ALPINE LUMBER	1348.61	08/04/25	CL 18726	1348.61
8304	S	893	AT&T	399.75	08/04/25	CL 18734	399.75
8305	S	220	BALLANTINE COMMUNICATIONS INC	114.72	08/04/25	CL 18759	114.72
8306	S	91	BRENNAN OIL COMPANY	151.95	08/04/25	CL 18752	151.95
8307	S	1260	Builders Rental	2331.55	08/04/25	CL 18739	2331.55
8308	S	1083	CDPHE	175.00	08/04/25	CL 18740	175.00
8309	S	121	CIRSA	29296.04	08/04/25	CL 18742	29296.04
8310	S	1360	Clint Grounds	1000.00	08/04/25	CL 18755	1000.00
8311	S	1371	Crickett Construction LLC	23050.00	08/04/25	CL 18719	23050.00
8312	S	999999	DIANE MACGUFFIE	148.50	08/04/25	CL 18737	148.50
8313	S	1374	DURACO HEATING AND COOLING LLC	19260.00	08/04/25	CL 18728	19260.00

8314	S	1359	FERGUSON WATERWORKS #3209	3716.57	08/04/25	CL	3716.57
						18762	
8315	S	279	GREEN ANALYTICAL LABORATORIES	289.00	08/04/25	CL	289.00
						18724	
8316	S	1328	HDD CACTUS	1997.19	08/04/25	CL	1997.19
						18738	
8317	S	1375	HINKLE & COMPANY, PC	10000.00	08/04/25	CL	10000.00
						18741	
8318	S	1347	Ignacio Housing Authority	20000.00	08/04/25	CL	20000.00
						18748	
8319	S	1130	IMAGENET CONSULTING LLC	2983.00	08/04/25	CL	2983.00
						18733	
8320	S	1047	INTERMOUNTAIN SALES OF DENVER INC	1958.12	08/04/25	CL	1958.12
						18736	
8321	S	326	INTL INSTITUTE OF MUNICIPAL CLERKS	330.00	08/04/25	CL	330.00
						18747	
8322	S	1327	JOHN HOOGEBOOM	4200.00	08/04/25	CL	4200.00
						18756	
8324	S	1365	KARE BARE CLEANING	1800.00	08/04/25	CL	1800.00
						18751	
8325	S	1366	KOKEPELLI LANDSCAPING AND IRRIGATION SER	2447.70	08/04/25	CL	2447.70
						18735	
8326	S	1286	La Plata County Public Health Dept.	38.50	08/04/25	CL	38.50
						18757	
8327	S	1046	LAW OFFICE OF DAVID LIBERMAN	2261.06	08/04/25	CL	2261.06
						18725	
8328	S	1228	Lawn Slingers & the Works	4580.00	08/04/25	CL	4580.00
						18750	
8329	S	1364	OSCAR GILLESPIE	1420.00	08/04/25	CL	1420.00
						18727	
8330	S	1305	PIPELINE TESTING CONSORTIUM, INC	85.00	08/04/25	CL	85.00
						18758	
8331	S	1310	QUALITY IRRIGATION SOLUTIONS	439.91	08/04/25	CL	290.74
						18746	
8331	S	1310	QUALITY IRRIGATION SOLUTIONS	439.91	08/04/25	CL	149.17
						18761	
8332	S	1373	RADON RESOLVE	1300.00	08/04/25	CL	1300.00
						18720	
8333	S	990	REAL TIME NETWORKS	49.00	08/04/25	CL	49.00
						18760	
8334	S	1319	SERRANO'S INC	150.00	08/04/25	CL	150.00
						18731	
8335	S	1172	Short Elliott Hendrickson, Inc.	445.00	08/04/25	CL	445.00
						18732	
8336	S	626	SUMMIT SUPPLY	229.55	08/04/25	CL	229.55
						18754	
8337	S	1322	TAVA WU CUTTUM	18750.00	08/04/25	CL	18750.00
						18749	
8338	S	1363	THE GALLERY	15430.36	08/04/25	CL	15430.36
						18729	
8339	S	675	UTILITY NOTIFICATION CENTER OF CO	76.65	08/04/25	CL	76.65
						18753	
8340	S	1100	VECTOR DISEASE CONTROL	2184.18	08/04/25	CL	2184.18
						18745	
8344	S	1283	4 Rivers Equipment	80.63	08/14/25	CL	80.63
						18784	
8345	S	728	Axis Health System	453.27	08/14/25	CL	453.27
						18767	
8346	S	65	BASIN COOP	199.80	08/14/25	CL	199.80
						18785	
8347	S	1372	Boreworxx Construction LLC	159757.15	08/14/25	CL	159757.15
						18783	
8348	S	1377	DURANGO SEAMLESS GUTTER	23895.00	08/14/25	CL	23895.00
						18782	
8349	S	1275	ELHI Community Center	5836.63	08/14/25	CL	5836.63
						18764	
8350	S	971	FASTTRACK COMMUNICATIONS INC	405.84	08/14/25	CL	405.84
						18777	
8351	S	1130	IMAGENET CONSULTING LLC	3528.43	08/14/25	CL	3528.43
						18774	
8352	S	1286	La Plata County Public Health Dept.	77.00	08/14/25	CL	38.50
						18768	
8352	S	1286	La Plata County Public Health Dept.	77.00	08/14/25	CL	38.50
						18775	

8353	S	999999	LOUIS PEREZ	900.00	08/14/25	CL	900.00
						18786	
8354	S	1326	MARK GARCIA	525.00	08/14/25	CL	525.00
						18780	
8355	S	1310	QUALITY IRRIGATION SOLUTIONS	100.94	08/14/25	CL	100.94
						18771	
8356	S	1264	REPUBLIC SERVICES #657	5649.63	08/14/25	CL	5649.63
						18776	
8357	S	1172	Short Elliott Hendrickson, Inc.	617.50	08/14/25	CL	617.50
						18772	
8358	S	600	SOUTHERN UTE UTILITIES DIVISION	49022.62	08/14/25	CL	49022.62
						18769	
8359	S	650	TOWN OF IGNACIO	1552.34	08/14/25	CL	1552.34
						18803	
8360	S	1117	TUGGY DUNTON	75.25	08/14/25	CL	75.25
						18770	
8361	S	675	UTILITY NOTIFICATION CENTER OF CO	44.10	08/14/25	CL	44.10
						18765	
8364	S	1367	4 CORNERS EQUIPMENT	11850.00	08/28/25	CL	11850.00
						18820	
8365	S	1324	ALPINE LUMBER	730.46	08/28/25	CL	730.46
						18818	
8366	S	893	AT&T	400.74	08/28/25	CL	400.74
						18823	
8367	S	1284	Graphic Assassin, Inc.	125.00	08/28/25	CL	125.00
						18824	
8368	S	1375	HINKLE & COMPANY, PC	8200.00	08/28/25	CL	8200.00
						18810	
8369	S	760	IGNACIO SCHOOL DISTRICT	250.00	08/28/25	CL	250.00
						18817	
8370	S	1316	JILL NEELY-SMITH	30.66	08/28/25	CL	30.66
						18822	
8371	S	894	KRISTIN ROEHRS	1200.00	08/28/25	CL	1200.00
						18815	
8372	S	1019	La Plata Economic Development Alliance	1755.00	08/28/25	CL	1755.00
						18811	
8373	S	1378	MODCRIBS, LLC	8267.86	08/28/25	CL	8267.86
						18813	
8374	S	1305	PIPELINE TESTING CONSORTIUM, INC	15.00	08/28/25	CL	15.00
						18821	
8375	S	1319	SERRANO'S INC	150.00	08/28/25	CL	150.00
						18814	
8376	S	1322	TAVA WU CUTTUM	23390.00	08/28/25	CL	23390.00
						18816	
8377	S	1230	Virtual Academy	621.00	08/28/25	CL	621.00
						18819	

## Detail Ledger Query for August 2025

### Capital Improvement Funds & Economic Development

Fund	Account	Object	Description	Vendor/Receipt From	Opening Bal.	Debit	Credit	Closing Bal.
300	930000	9231	202538 TRAFFIC CONTROL MANAGER	Crickett Construction LLC	125,915.14	22,750.00		
300	930000	9231	202538 EQUIPMENT	Crickett Construction LLC		300.00		
300	930000	9231	MINI CAT	Builders Rental		880.00		
300	930000	9231	BREAKER HYDRAULIC	Builders Rental		790.00		
300	930000	9231	STATE DELIVERY TAX	Builders Rental		7.90		
300	930000	9231	DELIVERY/PICKUP	Builders Rental		180.00		
300	930000	9231	GENERATOR HONDAY	Builders Rental		373.33		
300	930000	9231	ENVIROMENTAL FEE	Builders Rental		3.73		
300	930000	9231	LESS DEPOSIT	Builders Rental			70.70	
300	930000	9231	STATE DELIVERY TAX	Builders Rental		0.29		
300	930000	9231	DAMAGE WAIVER	Builders Rental		167.00		
300	930000	9231	1967-001 HITACHI 135 US	4 CORNERS EQUIPMENT		5,600.00		
300	930000	9231	1968-001 HITACHI ZW180-7	4 CORNERS EQUIPMENT		6,250.00		163,146.69
500	500463	6456	2025-2 RODENT MITIGATION	ELHI Community Center	367,064.00	692.50		
500	500463	6456	2025-8 ELECTRICAL & PLUMBING WORK	ELHI Community Center		5,144.13		372,900.63
500	500463	9155	LPC 24-016 RFR #13	La Plata Economic Developm	62,626.00	1,755.00		64,381.00
500	500463	9232	MITIGATION, MATERIALS, LABOR	RADON RESOLVE	2,706,747.50	1,300.00		
500	500463	9232	592760 JIFFY SEAL ROLL	ALPINE LUMBER		1,336.32		
500	500463	9232	593088 JIGGY SEAL ROLL X4	ALPINE LUMBER		680.45		
500	500463	9232	38606 JIFFY SEAL ROLL CREDIT	ALPINE LUMBER			668.16	
500	500463	9232	TOIRC3 DRYWALL WORK X4 UNITS 250	OSCAR GILLESPIE		1,000.00		
500	500463	9232	TOIRC3 MOLDING INSTALLATION	OSCAR GILLESPIE		195.00		
500	500463	9232	TOIRC3 PAINTING OF MOLDING TO MATCH	OSCAR GILLESPIE		100.00		
500	500463	9232	TOIRC3 SUPPLIES FOR MOLDING	OSCAR GILLESPIE		125.00		
500	500463	9232	1100 HVAC WORK	DURACO HEATING AND COOLING		19,260.00		
500	500463	9232	122386 FINAL PAYMENT FOR WINDOW COVER	THE GALLERY		15,430.36		
500	500463	9232	197539 RENTAL PORTABLE RESTROOM	SERRANO'S INC		150.00		
500	500463	9232	LABOR (HOURLY)	TAVA WU CUTTUM		6,240.00		
500	500463	9232	FOREMAN	TAVA WU CUTTUM		2,560.00		
500	500463	9232	SUPERVISOR	TAVA WU CUTTUM		2,000.00		

500	500463	9232	BOBCAT		TAVA WU CUTTUM	5,280.00
500	500463	9232	POARIS		TAVA WU CUTTUM	960.00
500	500463	9232	EXCAVATOR		TAVA WU CUTTUM	910.00
500	500463	9232	DUMP TRAILER		TAVA WU CUTTUM	600.00
500	500463	9232	ADMIN FEES		TAVA WU CUTTUM	200.00
500	500463	9232	0003	CLEANED 6 HOUSES @200 EACH	KARE BARE CLEANING	1,200.00
500	500463	9232	0003	TOUCH UP AND FINAL CLEAN	KARE BARE CLEANING	600.00
500	500463	9232	020	GARAGE METAL ROOF	JOHN HOOGEBOOM	1,200.00
500	500463	9232	020	FRONT PORCH METAL ROOF	JOHN HOOGEBOOM	3,000.00
500	500463	9232	492596	ROCK CREEK SUBDIVISION	Short Elliott Hendrickson,	202.50
500	500463	9232	4138734	ACCT 2025020200	LPEA	137.11
500	500463	9232	4138734	ACCT 2025020500	LPEA	140.96
500	500463	9232	4138734	ACCT 2025020400	LPEA	178.64
500	500463	9232	4138734	ACCT 2025020300	LPEA	156.93
500	500463	9232	4138734	ACCT 2025020000	LPEA	74.45
500	500463	9232	4138734	ACCT 2025019600	LPEA	41.21
500	500463	9232	4138734	ACCT 2025019700	LPEA	40.83
500	500463	9232	4138734	ACCT 2025019800	LPEA	37.51
500	500463	9232	4138734	ACCT 2025020100	LPEA	56.61
500	500463	9232	4138734	ACCT 2025019900	LPEA	200.41
500	500463	9232	5' K GUTTER		DURANGO SEAMLESS GUTTER	6,840.00
500	500463	9232	5" K END CAPS		DURANGO SEAMLESS GUTTER	540.00
500	500463	9232	S 3/8 OUTLET		DURANGO SEAMLESS GUTTER	337.50
500	500463	9232	2"X3" DOWNSPOUT		DURANGO SEAMLESS GUTTER	4,500.00
500	500463	9232	5" K GUTTER		DURANGO SEAMLESS GUTTER	6,300.00
500	500463	9232	5" K END CAPS		DURANGO SEAMLESS GUTTER	540.00
500	500463	9232	2 3/8 OUTLET		DURANGO SEAMLESS GUTTER	337.50
500	500463	9232	2"X3" DOWNSPOUT		DURANGO SEAMLESS GUTTER	4,500.00
500	500463	9232	MAINTENANCE WORK @ROCK CREEK		LOUIS PEREZ	900.00
500	500463	9232	FAMILY DOLLAR		Cardmember Service (TBK Ba	21.58
500	500463	9232	AMAZON		Cardmember Service (TBK Ba	112.44
500	500463	9232	240	RENTAL 4 PALLETS QTY 135 RT	MODCRIBS, LLC	7,260.00
			55			
500	500463	9232	241	RENTAL 132 TOTAL UNITS TO	MODCRIBS, LLC	1,007.86
			SHIP			
500	500463	9232	198296	RENTAL OF PORTABLE RESTROOM	SERRANO'S INC	150.00

500	500463	9232	10% OF CONTRACT AGREEMENT	TAVA WU CUTTUM	23,390.00	
500	500463	9232	635180 METAL ROOF STONE	ALPINE LUMBER	565.82	
500	500463	9232	635184 PANEL LOC ST STONE	ALPINE LUMBER	164.64	
500	500463	9232	1972 ROCK CREEK WEBSITE	Graphic Assassin, Inc.	125.00	
500	500463	9232	Fading West Inv #000981		58,916.25	2,888,182.22

## Sales Tax Reports for August 2025

2024 City Sales Tax			2025 331310 % up/down % up/down						
Month	Year-To-Date		City Sales Tax	Month	Difference	from PYM	Year-To-Date	Difference	from PYT
		-	hit bank:						
Jan	60,498.68	60,498.68	1	Jan	50,692.32				
Feb	61,998.32	122,497.00	2	Feb	84,095.41	23,596.73	39.00%	84,095.41	23,596.73
Mar	45,384.66	167,881.66	3	Mar	53,746.82	-8,251.50	-6.74%	137,842.23	15,345.23
Apr	49,614.44	217,496.10	4	Apr	57,286.65	11,901.99	7.09%	195,128.88	27,247.22
May	47,109.70	264,605.80	5	May	58,618.16	9,003.72	4.14%	253,747.04	36,250.94
Jun	51,993.28	316,599.08	6	Jun	60,922.29	13,812.59	5.22%	314,669.33	50,063.53
Jul	49,167.67	365,766.75	7	Jul	63,566.90	11,573.62	3.66%	378,236.23	61,637.15
Aug	51,357.41	417,124.16	8	Aug	84,575.58	35,407.91	9.68%	462,811.81	97,045.06
Sep	55,811.43	472,935.59	9	Sep					0.00%
Oct	66,220.29	539,155.88	10	Oct					0.00%
Nov	55,247.96	594,403.84	11	Nov					0.00%
Dec	50,692.32	645,096.16	12	Dec					0.00%
City Sales Tax Total	645,096.16		City Total		513,504.13				12.45%
2024 BUDGET 500,000.00			2025 BUDGET 550,000.00						



2024			2025						
Couty Sales Tax	Month	Year-To-Date	County Sales Tax	331330 Month	Difference	% up/down from PYM	Year-To-Date	Difference	% up/down from PYT
		-	<i>hit bank:</i>						
		-	1 Jan	97,973.00					
			2 Feb	119,905.00					
Jan	94,745.00	94,745.00	3 Mar	96,805.00	2,060.00	2.17%	96,805.00	2,060.00	2.17%
Feb	90,192.00	184,937.00	4 Apr	90,716.00	524.00	0.28%	187,521.00	2,584.00	1.40%
Mar	97,916.00	282,853.00	5 May	102,504.00	4,588.00	1.62%	290,025.00	7,172.00	2.54%
Apr	95,508.00	378,361.00	6 Jun	100,340.00	4,832.00	1.28%	390,365.00	12,004.00	3.17%
May	108,172.00	486,533.00	7 Jul	106,671.00	-1,501.00	-0.31%	497,036.00	10,503.00	2.16%
Jun	117,603.00	604,136.00	8 Aug	121,460.00	3,857.00	0.64%	618,496.00	14,360.00	2.38%
Jul	123,072.00	727,208.00	9 Sep						0.00%
Aug	113,118.00	840,326.00	10 Oct						0.00%
Sep	111,491.00	951,817.00	11 Nov						0.00%
Oct	112,990.00	1,064,807.00	12 Dec						0.00%
Nov	97,973.00	1,162,780.00	Jan						0.00%
Dec	119,905.00	1,282,685.00	Feb						
	1,282,685.00		County Total	836,374.00					1.26%
2024 BUDGET		1,100,000.00	2025 BUDGET				1,100,000.00		

## Cash Report for August 2025

Fund	Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
100	110100	100.00	0.00	0.00	0.00	0.00	100.00
100	110230	1,749,214.94	374,418.27	42.03	177.24	265,962.61	1,857,535.39
100	110250	105,140.97	8.35	0.00	0.00	0.00	105,149.32
100	110270	-429,203.73	2,084.95	0.00	150,000.00	0.00	-577,118.78
300	110230	925,926.53	42,287.80	70.70	0.00	37,302.25	930,982.78
300	110270	242,556.51	0.00	0.00	0.00	0.00	242,556.51
400	110230	39,006.62	0.00	0.00	0.00	0.00	39,006.62
400	110270	89,379.06	332.20	0.00	0.00	0.00	89,711.26
500	110230	-2,696,428.28	716,436.44	1,107.14	759,676.69	130,778.26	-2,869,339.65
500	110270	220,135.30	700,760.44	0.00	0.00	0.00	920,895.74
610	110230	23,141.44	24,969.45	146.07	0.00	18,684.65	29,572.31
610	110270	51,227.16	190.40	0.00	0.00	0.00	51,417.56
620	110230	131,224.53	19,737.53	17,750.79	0.00	184,496.44	-15,783.59
620	110270	157,426.52	585.12	0.00	0.00	0.00	158,011.64
630	110230	105,028.13	50,385.61	151.60	0.00	33,036.35	122,528.99
630	110270	221.74	0.88	0.00	0.00	0.00	222.62
640	110230	1,928.74	7,191.13	35.84	0.00	425.90	8,729.81
640	110270	11,910.62	44.29	0.00	0.00	0.00	11,954.91
910	110230	14,140.21	0.00	149,608.21	153,928.47	0.00	9,819.95
930	110230	375,282.19	0.00	502,009.80	826,900.31	0.00	50,391.68

## Statement of Revenue Budget vs Actual

<b>Fund</b>	<b>Current Month</b>	<b>Received YTD</b>	<b>Estimated Revenue</b>	<b>Revenue to be Received</b>
300 CAPITAL IMPROVEMENT FUND	42,287.80	1,566,431.94	1,909,436.00	343,004.06
400 CONSERVATION TRUST FUND	332.20	7,526.60	39,500.00	31,973.40
500 ECONOMIC DEVELOPMENT FUND	716,436.44	1,583,631.86	557,067.00	-1,026,564.86
610 WATER FUND	1,520.40	180,855.34	341,337.00	160,481.66
620 GAS FUND	585.12	250,842.97	944,900.00	694,057.03
630 SEWER FUND	1,625.88	359,501.32	675,304.00	315,802.68
640 IRRIGATION FUND	-45.77	23,310.94	52,055.00	28,744.06

## Statement of Expenses Budget vs Actual

<b>Fund</b>	<b>Committed Current Month</b>	<b>Committed YTD</b>	<b>Original Appropriation</b>	<b>Current Appropriation</b>	<b>Available Appropriation</b>
100 GENERAL FUND	264,770.38	1,931,566.56	2,830,275.00	2,830,275.00	898,708.44
300 CAPITAL IMPROVEMENT FUND	37,231.55	198,568.19	1,249,895.00	1,249,895.00	1,051,326.81
400 CONSERVATION TRUST FUND	0.00	0.00	42,000.00	42,000.00	42,000.00
500 ECONOMIC DEVELOPMENT FUND	189,026.35	3,325,463.85	582,067.00	582,067.00	-2,743,396.85
610 WATER FUND	18,684.65	98,445.22	336,825.00	336,825.00	238,379.78
620 GAS FUND	166,370.11	403,790.91	1,134,950.00	1,134,950.00	731,159.09
630 SEWER FUND	33,036.35	473,497.09	715,545.00	715,545.00	242,047.91
640 IRRIGATION FUND	386.82	9,960.37	45,166.00	45,166.00	35,205.63

## Payroll Summary for August 2025

	Employee	Employer	Amount
	-----	-----	-----
COMA HOURS (Comp Time Accumulated)	66.00		
COMP HOURS (Comp Time Used)	44.00		1,609.56
J004 HOURS (CELL PHONE ALLO)	0.00		166.14
*Non Taxable (added to gross wages, no addition to SS, Med, FIT & SIT bases)			
J011 HOURS (PR ADVANCE)	66.06		1,300.06
*Non Taxable (added to gross wages, no addition to SS, Med, FIT & SIT bases)			
J015 HOURS (IN LIEU OF INSU)	0.00		420.34
OVER HOURS (Overtime)	90.50		4,650.52
REG HOURS (Regular Time)	2,564.50		93,469.75
SICK HOURS (Sick Time)	154.00		6,424.72
VACA HOURS (Vacation Time Used)	212.00		8,582.64
GROSS PAY	116,623.73	0.00	
NET PAY	79,872.75	0.00	
NET PAY (CHECKS)	8,395.26		
NET PAY (DIRECT DEPOSIT)	71,477.49		
ADVANCE	130.00	0.00	
AFLAC-AFTERTAX	266.78	40.00	
AFLAC-PRETAX	562.48	0.00	
CEBT DENTAL	1,014.60	249.40	
CEBT HEALTH	6,799.40	18,204.60	
CEBT LIFE	46.45	42.70	
CEBT VISION	120.00	35.00	
FIT	9,137.59	0.00	
FPPA	6,165.52	5,394.80	
FPPA-457	1,066.58	0.00	
FPPA-AD&D	0.00	1,620.46	
GARNISHMENT2	46.14	0.00	
LOAN MICKEY	219.20	0.00	
MEDICARE	1,545.97	1,545.97	
MISSIONSQUARE/I	2,385.48	2,209.84	
MONTOYA LOAN	248.06	0.00	
SIT	3,821.04	0.00	
SOCIAL SECURITY	3,175.69	3,175.69	
UNEMPL. INSUR.	0.00	230.30	
BANK 4	4,626.86	0.00	
BANK 8--SAVINGS	3,093.27	0.00	
BANK COLORADO	6,036.10	0.00	
COMM BANK OF CO	9,563.42	0.00	
CU OF COLORADO	7,470.75	0.00	
SANDIA LAB FCU	200.00	0.00	
TBK BANK	7,608.12	0.00	
USAA	5,633.81	0.00	
VECTRA BANK CO	69.26	0.00	
WELLS FARGO	24,203.59	0.00	
WELLS FARGO N.A	138.52	0.00	
WELLS FARGO OR	2,833.79	0.00	
FIT/SIT BASE	96,997.02	0.00	
MEDICARE BASE	106,614.60	0.00	
SOC SEC BASE	51,221.10	0.00	
UN BASE	115,157.53	0.00	
Total		32,748.76	
Total Payroll Expense (Gross Pay + Employer Contributions):		149,372.49	

Check Summary

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Payroll Checks Prev. Out.	\$45.49
Payroll Checks Issued	\$8,441.40
Payroll Checks Redeemed	\$8,245.32
Payroll Checks Outstanding	\$241.57
Electronic Checks	\$146,886.89

Deductions Accrued		Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----	-----
Social Security	6,351.38		6,351.38		221700
Medicare	3,091.94		3,091.94		221710
Unempl. Insur.	230.30	281.41		511.71	221760
FIT	9,137.59		9,137.59		221720
SIT	3,821.04	4,876.64	8,697.68		221730
FPPA	11,560.32		11,560.32		221742
AFLAC-PRETAX	562.48	799.10	1,361.58		221757
FPPA-457	1,066.58		1,066.58		221742
FPPA-AD&D	1,620.46		1,620.46		221743
MISSIONSQUARE/I	4,595.32		4,595.32		221741
AFLAC-AFTERTAX	306.78	510.36	817.14		221757
CEBT DENTAL	1,264.00		1,264.00		221754
CEBT HEALTH	25,004.00		25,004.00		221751
CEBT LIFE	89.15		89.15		221755
CEBT VISION	155.00		155.00		221756
ADVANCE	130.00		130.00		221780
GARNISHMENT2	46.14		46.14		221781
LOAN MICKEY	219.20		219.20		221741
MONTOYA LOAN	248.06		248.06		221741
Total Ded.	69,499.74	6,467.51	75,455.54	511.71	

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

# Public works Department Staff Report

8/27/2025

## 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

System maintenance and repair

Phase 5A of the gas line replacement under way Romero Ave Candelaria Ave Becker CR 320 A

## Sewer and Storm Drain System

Monthly line flushing

System maintenance and repair

State compliance training and filing.

Manhole repair

Browning Storm drain project under way Concrete pipe in CDOT ROW complete.

ELHI sewer repair

Southwestern Service Jet rodding and video completed in August.

## 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.

Valve maintenance.

Service repairs

Meeting with Taylor Anderson and Gabi Davis with WSP on the next steps on moving forward with the CDPHE lead and copper survey Identification and premising letters sent to 40 unknowns within the Town.

Identifying and repairing water leaks

Working with the SUIT utilities division to begin servicing the Towns Drinking water the south PRV that will become our primary

## Irrigation System

System maintenance and repair

System online

## Parks

Clean up!

Sprinklers online

Excavation and replacement of faulty valves and actuators on the baseball field and Town Park

## Roadways and Alleys

Drainage maintenance and repair

Street sweeping

Pothole repair

## General Maintenance

UNCC locates completed filed and reported.

Daily and weekly trash collection

Daily Utilities issues and complaint call outs addressed.

Tree removal

Daily maintenance

Monthly maintenance

Repair vehicles and equipment.

Special event preparation



# Town Clerk / Treasurer Report

September 2025

Honorable Mayor and Trustees,

Following is my report of activities since the last Town Board Meeting. This report addresses items on the agenda for this meeting on September 8, as well as upcoming events.

## **Clerk:**

- The minutes from the August 11, 2025 Regular Town Board Meeting are on the drive for your review.

## **Treasurer:**

- The Accounting Reports for August 2025 are included in the consent agenda.

## **Licenses:**

- Animal: 53 current licenses
- Business: 64 current licenses
- Business Service Licenses: 66 current licenses
- Liquor Licenses: Ignacio Chamber of Commerce has applied for a Special Event Permit; their application is in the packet. This meeting has been noticed, per Statute, as a Public Hearing; the premises have also been noticed per statute.

## **Events:**

- Tuesday, September 30, 2025 – CML District 9 Fall Meeting at the Dolores Community Center, 5-8 PM
- Monday, October 13, 2025 – Next regularly scheduled Town Board Meeting

## **Meetings Attended:**

- Ignacio Chamber of Commerce General Membership Meeting
- Ignacio Creative District Board Meeting

## **Agenda Items:**

- **VIII B – ELHI Lease Extension Request:** ELHI's formal request for a Lease extension is in the packet, along with the addendums that are required by the Lease. I have also reached out to CIRSA for the cost of insuring the ELHI Building. For 2025, the Town paid \$14,634 for this insurance; in 2026 it will cost the Town \$10,910. In section 9b of the Lease Contract, it allows the Town to pass these costs on to ELHI; we have not done so in the past. ELHI does not pay rent to the Town. ELHI covers the cost of their utilities and minor repairs on the building; repairs over \$1,000.00 are split evenly between the Town and ELHI. If the Board is inclined to pass this insurance cost on to ELHI (to be invoiced monthly) the monthly cost for 2026 would be about \$909.17 per month.

Please contact me with any questions. Thank you.

Tuggy





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## Town Managers Report

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**DATE:** September 04, 2025

**REPORT PERIOD:** August 12 – September 04, 2025

This report focuses on items within the Town Board Meeting Agenda and also on work completed during the report period listed above. Please note I will be attending this meeting remotely.

### **TOWN BOARD MEETING AGENDA ITEMS**

#### **VI. STAFF REPORTS:**

D. Town Manager:

Republic Services Solid Waste/Recycling Contracts: This contract has been signed and we are now working on initiating recycling services. Staff from Republic have been helpful and supportive throughout the process. Please contact Tuggy or me with any questions.

Browning Storm Drainage Project: The initial phase of this project is complete and Town are scheduling the work on the next phase. Grant administration associated with this project is underway and includes reporting and reimbursement requests. Please contact Jeremey or me with any questions.

Natural Gas Pipeline Replacement Project: This project is underway with the contractor Boreworx. The contractor is working in the Candelaria Heights area and making good progress on all the underground work. Grant administration associated with this project is underway and includes reporting and reimbursement requests. Please contact Jeremey or me with any questions.

Revitalizing Main Street Grant: We are waiting on our CDOT contract which is needed before we can commence any significant work. We hope to have that contract this month. SEH has begun preliminary work and is prepared to move this project forward once the CDOT contract is in place. The project budget is \$244,520 and includes solar street lighting along Goddard Avenue and some intersection improvements for the Pioneer and Goddard intersection. The Town match is 10% (\$24,452). I will keep you apprised of progress with this grant.

Grants: I will be working on an EIAF Administrative Grant for the Downtown Revitalization and ELHI plans and will keep you apprised of this grant.

ELHI Lease: The ELHI Board attended the July Town Board meeting and provided an update and request for additional lease terms. Tuggy provides details on the new lease request including insurance costs that the Town incurs on this facility in her report. This request is an agenda item and we will have more discussion on this under new business. Also, one of the major sewer lines associated with this facility failed and Town crews are working to repair this failure. Please contact Tuggy or me with any questions.

#### **VII. UNFINISHED BUSINESS:**

- A. Rock Creek Housing Project Update: The Town has completed work on Phase I of this project and is responding to minor repair issues. We have sold and closed on 7 homes and have another home under contract. The remaining 2 homes are being shown and we anticipate contracts on these home in September. We have delivered all 11 homes (22 sections in total) for Phase II and are preparing subcontractors for excavation, utility, foundation and framing work. We would like to schedule a formal ribbon cutting and will coordinate this with you when the dates firm up. Account reconciliation work continues on Town funds and reimbursements that are being approved with our construction loan.

**VIII. NEW BUSINESS:**

- A. Chamber Special Event Request: Tuggy has details on this special event request for the upcoming Chile Fest. Please contact her with any questions.
- B. ELHI Lease Extension Request: The ELHI Board is requesting an extension till June of 2028. Tuggy has details on this request in her report. As mentioned above, please consider the insurance costs the Town incurs for this facility. CIRSA requires full replacement cost for this facility and has a \$2M+ replacement value which drives this cost up. We have asked for a reduction in this value but this is their policy and results in high annual premium. We can discuss this in more detail if needed. Please contact Tuggy or me with any questions.

Please contact me with any questions.

# Ignacio Chamber of Commerce Special Event Permit



## 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 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 checked="" 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 |  | <input checked="" type="checkbox"/> Chamber of Commerce *                    |

### Type of Special Event Applicant is Applying For:

- ☐ Fermented Malt Beverage      ☒ Malt, Vinous and Spirituous Liquor

Name of Applicant Organization or Political Candidate: Chamber of Commerce

State Sales Tax Number (Required): N/A

Mailing Address of Organization or Political Candidate: P.O. Box 1223, Ignacio, CO 81137

Address of Proposed Location for Special Event: 495 Shoshone Ave., Ignacio, CO 81137

Name of Officer of Organization: Amos Lee Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Event Manager: Nicole C Taylor 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? \_\_\_\_\_

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: September 20, 2025 Hours: From 11am To: 7pm

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: Nicole C Taylor Title: Event Manager Date: 07/30/2025

### 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: \_\_\_\_\_

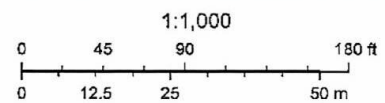
\* Certain chamber of commerce members, such as those who sell cars, marijuana, gas, or firearms; teachers or child care providers; other liquor licensees; and convenience store owners may not participate in the special event. (HB 24-1156, Effective August 7, 2024)

## Green Chile Fest - Town Permit



July 12, 2023

**Pink - Outlines Event Area**



Disclaimer: The information is provided as is without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular

July 30, 2025

Ignacio Chamber of Commerce  
ATTN: Nikki Taylor, Event Coordinator  
PO Box 1223  
Ignacio, CO 81137

Dear Ms. Taylor:

The Town of Ignacio, as the owner of 495 Shoshone Avenue, Ignacio, CO 81137, does hereby grant the Ignacio Chamber of Commerce permission to use 495 Shoshone Avenue on September 20, 2025 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 07/03/2025 that have been posted, and by documents delivered to this office electronically through 07/07/2025 @ 10:23:52 .

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 07/07/2025 @ 10:23:52 in accordance with applicable law. This certificate is assigned Confirmation Number 17466881 .



*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/bi/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."*

## ELHI Lease Extension Request and Supporting Documents



### ELHI Community Center

115 Ute Street | PO Box 2084

Ignacio, CO, 81137

(970) 563-4100

[www.theelhiignacio.org](http://www.theelhiignacio.org)

August 8, 2025

Dear Town of Ignacio Board of Trustees, and Mayor Clark Craig:

The ELHI Association Board of Directors is requesting a two year extension of our lease, from July 1, 2026 through June 30, 2028, to commence at the end of our current lease, which is June 30, 2026. We've made this request with the following points in mind:

- The ELHI has been, and continues keeping the building sound, secure and in use through its partnership with the Town, including security, day-to-day maintenance, janitorial and grounds maintenance.
- Most importantly this lease extension provides stability for our tenants. They can plan their programming knowing they have a space through June 2028.
- The ELHI, and its nonprofit tenants will be able to continue their programs and seek grant funding.
- The extension would also allow for ELHI to partner with the Town regarding community engagement and input about future visions for the ELHI property/grounds.

The intention of the ELHI Board of Directors is to provide affordable space to its tenants so that their services may continue to be available to Ignacio area community members. We would also like to begin discussions with the Town regarding ways to partner, raise funds and collaborate for our future with our community members foremost in mind.

Sincerely,

The ELHI Board of Directors

Lisa Weber, Chair

Caitlyn Grandon, Secretary

Marie Horn, Treasurer

Elizabeth Herring

Christine Sage

Ann Salviazul

Tia Swanemyr

***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 September 8, 2025 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 1<sup>st</sup> day of July, 2026 and until 11:59 p.m. on the 30th day of June, 2028 (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 and Landlord, by mutual agreement in writing, shall have the option to extend the Term, pursuant to the terms and conditions contained herein on a month to month basis. Either party may terminate such month to month lease by providing notice to the other 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 ☒ 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 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, shall vacate the Premises, and remove all equipment and property within 30 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, 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 an annual certificate of property and liability 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.

**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 excess storage 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.

**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) with a liability deductible of not greater than \$10,000 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) with a liability deductible of not greater than \$10,000 per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses. The policies shall provide terms to the effect that "This insurance shall not be invalidated should the insured waive in writing, prior to a loss, any or all right of recovery against any party for loss occurring to the property described herein." Tenant waives subrogation and rights of recovery against the Landlord, its agents, successors and assigns. Tenant waives any and all right to recover against the Landlord or against the officers, directors, shareholders, partners, joint venturers, employees, agents, contractors, licensees, or invitees of the Landlord, for any loss or damage arising from any cause which is covered or required to be covered by the insurance that the Tenant is required to carry pursuant to this agreement or which is covered by any other insurance actually carried by the Tenant, to the extent of the limits of such policy. The Tenant, from time to time, shall cause its insurer to waive such insurer's subrogation rights under such policies against the beneficiaries of this waiver. The Tenant shall cause all other occupants of the Premises claiming by, under, or through the Tenant to execute and deliver to the Landlord such a waiver of claims and to obtain such a waiver of subrogation.

**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 from an AM Best-Rated Company 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 the 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. In the event of Termination of the Lease for any of the reasons described in Subparagraphs (a) through (c) of this Paragraph 47, tenant shall have 30 days to remove all their equipment and property.

**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:**

\_\_\_\_\_,  
a(n)

\_\_\_\_\_  
*[Individual or Type of Entity]*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Or

\_\_\_\_\_  
*[Signature of Individual]*

Date: \_\_\_\_\_

**LANDLORD:**

\_\_\_\_\_,  
a(n)

\_\_\_\_\_  
*[Individual or Type of Entity]*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Or

\_\_\_\_\_  
*[Signature of Individual]*

Date: \_\_\_\_\_

**GUARANTOR (if applicable):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_

**ADDENDUM A – 2025-2026 Tenant Lease Full Packet**



ELHI Community Center

115 Ute Street

PO Box 2084

Ignacio, CO. 81137

970-563-4100

[admin@theelhiignacio.org](mailto:admin@theelhiignacio.org)

WWW.THEELHIIGNACIO.ORG

# **ELHI Tenant Lease Packet**

**Updated June 2025**

## 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 **July 1, 2025**, 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 **12 months**, to commence on **July 1, 2025**, and to end at 11:59 pm on **June 30, 2026**.

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 **July 1, 2025**.
2. **Phone/Internet** Phone and internet access is provided by the Lessor for a monthly fee of \$\_\_\_\_\_ (\_\_\_\_\_ dollars) per month for the term of this lease payable on the first day of each calendar month, beginning on **July 1, 2025**.
3. **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.
4. **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 10<sup>th</sup> 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.
5. **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.
6. **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.

7. [Adherence to ELHI Community Center Rules](#) The ELHI is a community center and has many youth and teen programs. The following rules must be observed at all times and include the grounds as well as within the building:
  - a. No alcohol, tobacco, vape, marijuana, THC or CBD products or any illicit substances are allowed on the premises. The designated area for smoking is on the opposite side of the chain link fence on the West side of the parking lot. (Near Subway)
  - b. Pets shall not be allowed on the property. Certified service animals are allowed.
8. [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 the Lessor. 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. The kitchen may be used for preparing or cooking food for sale or as a commercial kitchen according to the ELHI Commissary Kitchen agreement.
9. [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.
10. [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.
11. [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.
12. [Parking](#) Any parking that may be provided is strictly self-park and is at the vehicle 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 Town of Ignacio.
13. [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. 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.

14. **Kitchen Use and Equipment** All space/equipment in the ELHI Kitchen is accepted in "as-is" condition. ELHI will provide repairs 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.
15. **Shared Use of Kitchen** ELHI Tenants will be able to use the kitchen space with the following conditions:
  - a. All dates/times will be scheduled with the ELHI Administration who will check the current schedule for conflicts.
  - b. 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.
  - c. Tenants will be required to maintain the cleanliness of the bathroom located in the kitchen including cleaning the toilet, sweeping, moping 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.
  - d. Any equipment in the kitchen that is used must be thoroughly cleaned and returned to its original location at the end of each use.
  - e. Should any damages be incurred or discovered, tenants agree to inform the ELHI Administration immediately and in writing.
16. **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.
17. **Professional Code of Conduct** Tenants of the ELHI Community Center must comply with 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.
18. **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 Town of Ignacio without interference by the Lessee regarding changes that may be required and will

secure approval for improvements from the Town of Ignacio, then convey this information to the Lessee. All leasehold improvements and site occupancy would be undertaken in full compliance with 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.

19. **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.
20. **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.
21. **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.
22. **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 Town of Ignacio.
23. **Signage** Interior signage must be approved by the Lessor. All exterior signage must be coordinated with and approved by the Lessor and must meet Ignacio Town guidelines.
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 the Town of Ignacio has property and casualty insurance for the structure. Neither Lessor's insurance nor the Town of Ignacio'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 the Town of Ignacio 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: \_\_\_\_\_ Date

Board Approval: \_\_\_\_\_  
(Printed Name)

Board Approval: \_\_\_\_\_ Date  
(Signature)

### ELHI Itemization of Lease

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

### 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.

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

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 – Hope Community Christian Academy

Channels #3-#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

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Individual Receiving Radio(s)

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Date

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ELHI Representative

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Date

## 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 the Town of Ignacio 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: \_\_\_\_\_

**SUUD Plant Investment Fee (PIF)**

	<b>WATER</b>	<b>GAS</b>
5/8"	\$9528.00	Res (R275) \$1,161.00
3/4"	\$13,566.00	Com 1 (R275) \$2,308.00
1"	\$16,957.00	Com 2 (415) \$2,886.00
service		
1/2"	\$38,157.00	Com 3 (750) \$3,458.00
on size		
2"	\$67,841.00	Com 4 (Turbine) \$4,616.00
3"	\$152,529.00	
4" or larger tap:	<b>Negotiable</b>	

**Town of Ignacio Water and Gas Tap Fees**

	<b>In Town</b>	<b>Out of Town</b>
3/4"	\$1500.00	\$1,700.00
Inspection Fee for New Taps: \$50.00 per new		
Water Meter - \$400.00 to \$7980.00, depending		
Gas Meter - \$300.00 to \$7,000.00 depending on		
required specifications		

**Water Rates**

	<b><u>In-Town</u></b>	<b><u>Out-of-Town</u></b>
Base Charge:	\$31.58	\$31.58
Minimum Usage:	1000 gallons	1000 gallons
Rate:	\$6.00 per thousand gallons plus 10% Loss Factor and 5% Capital Factor	
Hydrant Water Rate:	\$6.00/1,000 gallons	
RTS Fee:	\$31.58	

**Gas Rates**

	<b><u>In-Town</u></b>	<b><u>Out-of-Town</u></b>
Base Charge:	\$28.34	\$28.34
Gas Usage Charge:	Southern Ute Utilities Division Rate plus 10%	
Standby Fee:	\$28.34	

**Sewer Rates****SUUD PIF: \$11,439.00****Town of Ignacio Tap Fee: \$900.00**  
**Town for Inspection Fee: \$50.00**

	<b><u>In-Town</u></b>	<b><u>Out-of-Town</u></b>
Base Charge:	\$21.20	\$21.20
Rate:	\$54.60 per ERT (1 ERT = 3,000 gallons)	
*Note:	Usage is based on prior year average winter monthly (Dec/Jan/Feb) water use and rate will be fixed for 12 months	
Standby Fee:	\$21.20	

**Irrigation Rates**  
**2 inch****Town of Ignacio Tap Fee: \$237-1 inch; \$387-**  
**Town for Inspection Fee: \$50.00**

Rate: \$30.02 (per month for six months)

**Trash Rates**

1 cart	\$15.65 (\$13.25 to Transit Waste + \$2.40 to Town)
2 carts	\$25.55 (\$13.25 + \$7.50 (for 2 <sup>nd</sup> polycart) + \$4.80 to Town)
3 carts	\$35.45 (\$13.25 + \$15.00 (for 2 <sup>nd</sup> & 3 <sup>rd</sup> polycart) + \$7.20 to Town)
Recycling	\$11.75 Optional - sign up through Town Hall; picked up every other week on Thursday