



IGNACIO TOWN BOARD MEETING AGENDA

Monday, September 11, 2023 – 6:00 PM
Abel F. Atencio Community Room, 570 Goddard Avenue
or via Remote Public Meeting

The remote meeting is hosted by Zoom and requires Attendees to login to the Zoom meeting website at the following address: <https://us06web.zoom.us/j/83368674618>, or Attendees wishing to participate by phone shall call: 346-248-7799 and key in Webinar ID Number: 833 6867 4618.

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

- I. **CALL REGULAR MEETING TO ORDER:** Pledge of Allegiance
- II. **ROLL CALL**
- III. **APPROVAL OF AGENDA** – Action Item
- IV. **PUBLIC COMMENTS:** *The Town Board values public comment and allows this time for citizens to voice their thoughts and concerns. The Mayor will open the comment period and prior to addressing the Board, state your name and address, and limit your comments to five (5) minutes. Meeting decorum will be maintained and failure to maintain composure and respect will result in the closure of your comment period. The Town Board and/or staff may respond to your comments or take your comments under advisement. Please do not comment on items listed on the Agenda, as opportunity will be given to comment during these discussions. Thank you.*
- V. **CONSENT AGENDA** – Action Item
 - A. Regular Town Board Meeting Minutes from August 14, 2023
 - B. Financial Records – August 2023 Accounting Reports
- VI. **UNFINISHED BUSINESS**
 - A. Natural Gas Rate Update
- VII. **NEW BUSINESS**
 - A. The Ranch Grill, LLC Liquor License Application – Public Hearing and Action Item
 - B. Rock Creek Housing Project Final PUD Plat Review and Project Update
- VIII. **STAFF REPORTS**
 - A. Police Department
 - B. Public Works
 - C. Clerk / Treasurer
 - D. Town Manager
 - E. Attorney
- IX. **TRUSTEE REPORTS**
- X. **MISCELLANEOUS**
- XI. **EXECUTIVE SESSION** for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding the Lease Purchase Acquisition of ELHI.
- XII. **ADJOURNMENT**

Immediately following the close of the Executive Session, the Town Board will have a work session to begin the 2024 budget discussions. This Work Session is specifically for Town Board Members to be able to have dialogue with and give direction to staff. There will not be opportunity for public comment during Work Sessions. To access the Work Session, you can log in to <https://us06web.zoom.us/j/84597894086>, or call 346 248 7799 and key in Webinar ID 845 9789 4086.

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 8/23

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-97758	E	893 AT&T	433.66	08/01/23	8/23	CL 16902	433.66
-97757	E	974 LA PLATA ELECTRIC ASSN INC	2030.36	08/01/23	8/23	CL 16905	2030.36
-97756	E	737 PITNEY BOWES INC	503.50	08/15/23	8/23	CL 16934	503.50
-97755	E	143 STATE OF COLORADO-SALES TAX	1166.68	08/15/23	8/23	CL 16939	1166.68
6822 *	S	237 ENERGY OUTREACH COLORADO	676.50	08/01/23	_____	CL 16909	676.50
6823	S	971 FASTTRACK COMMUNICATIONS INC	525.00	08/01/23	_____	CL 16900	525.00
6824	S	1265 Integrated IT LLC	532.25	08/01/23	_____	CL 16911	532.25
6825	S	852 Intellichoice, Inc. DBA Eforce	1760.03	08/01/23	_____	CL 16906	1760.03
6826	S	999999 JULIE OSKARD	574.67	08/01/23	_____	CL 16913	574.67
6827	S	1046 LAW OFFICE OF DAVID LIBERMAN	1515.69	08/01/23	_____	CL 16907	1515.69
6828	S	1228 Lawn Slingers & the Works	4280.00	08/01/23	_____	CL 16912	4280.00
6829	S	1247 Michala Riley	28.82	08/01/23	_____	CL 16914	28.82
6830	S	1192 Mitel Networks, Inc.	517.84	08/01/23	_____	CL 16904	517.84
6831	S	988 OLDCASTLE SW GROUP INC	20328.52	08/01/23	_____	CL 16899	20328.52
6832	S	473 PACO GLASS INC	90.00	08/01/23	_____	CL 16910	90.00
6833	S	1172 Short Elliott Hendrickson, Inc.	37071.19	08/01/23	_____	CL 16908	37071.19
6834	S	1147 TDL RECYCLING, LLC	490.00	08/01/23	_____	CL 16901	490.00
6835	S	1257 ZITO Media	176.68	08/01/23	_____	CL 16903	176.68
6841 *	S	53 AUTO PARTS INC	598.94	08/15/23	_____	CL 16958	598.94
6842	S	220 BALLANTINE COMMUNICATIONS INC	105.16	08/15/23	_____	CL 16930	105.16
6843	S	91 BRENNAN OIL COMPANY	161.54	08/15/23	_____	CL 16929	161.54
6844	S	1260 Builders Rental	2250.00	08/15/23	_____	CL 16933	2250.00
6845	S	1187 Cardmember Service (TBK Bank)	7889.80	08/15/23	_____	CL 16943	479.77
						CL 16944	250.35
						CL 16945	1553.87
						CL 16946	86.98
						CL 16947	451.22
						CL 16948	340.41
						CL 16949	305.66

09/06/23
15:33:27

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 8/23

Page: 2 of 4
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
						CL 16950	35.54
						CL 16951	1034.44
						CL 16953	248.79
						CL 16954	1689.20
						CL 16955	210.78
						CL 16956	338.89
						CL 16957	863.90
6846	S	921 CASCADE WATER	70.00	08/15/23	-----	CL 16931	70.00
6847	S	1083 CDPHE	155.00	08/15/23	-----	CL 16922	155.00
6848	S	1227 CJB Auto Supply	143.35	08/15/23	-----	CL 16942	143.35
6849	S	1267 Colorado State Patrol	225.00	08/15/23	-----	CL 16936	225.00
6850	S	240 ESSCO PIPE & SUPPLY	2579.20	08/15/23	-----	CL 16924	2579.20
6851	S	971 FASTTRACK COMMUNICATIONS INC	669.44	08/15/23	-----	CL 16915	669.44
6852	S	1240 Ferguson Waterworks #1116	728.15	08/15/23	-----	CL 16923	728.15
6853	S	257 FOUR CORNERS WELDING & GAS SUPPLY	7.00	08/15/23	-----	CL 16926	7.00
6854	S	279 GREEN ANALYTICAL LABORATORIES	289.00	08/15/23	-----	CL 16925	289.00
6855	S	1114 HOMES FUND INC	1808.00	08/15/23	-----	CL 16940	1808.00
6856	S	756 HONNEN EQUIPMENT	5167.03	08/15/23	-----	CL 16928	5167.03
6857	S	1130 IMAGENET CONSULTING LLC	2173.97	08/15/23	-----	CL 16927	448.97
						CL 16937	1725.00
6858	S	1023 JOHNSTONE SUPPLY	176.68	08/15/23	-----	CL 16920	176.68
6859	S	999999 KENDALL RENTALS, LLC	194.06	08/15/23	-----	CL 16938	194.06
6860	S	894 KRISTIN ROEHRS	750.00	08/15/23	-----	CL 16919	750.00
6861	S	1046 LAW OFFICE OF DAVID LIBERMAN	3977.50	08/15/23	-----	CL 16952	3977.50
6862	S	590 SAN JUAN BASIN HEALTH DEPARTMENT	35.00	08/15/23	-----	CL 16935	35.00
6863	S	1268 Second Chance Trucking, LLC	5940.00	08/15/23	-----	CL 16959	5940.00
6864	S	600 SOUTHERN UTE UTILITIES DIVISION	47609.87	08/15/23	-----	CL 16932	47609.87
6865	S	626 SUMMIT SUPPLY	2176.18	08/15/23	-----	CL 16916	2176.18

09/06/23
15:33:27

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 8/23

Page: 3 of 4
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
6866	S	650 TOWN OF IGNACIO	887.50	08/15/23	_____	CL 16918	887.50
6867	S	1174 United Rentals (North America), Inc.	709.00	08/15/23	_____	CL 16921	709.00
6868	S	675 UTILITY NOTIFICATION CENTER OF CO	76.11	08/15/23	_____	CL 16917	76.11
6869	S	1100 VECTOR DISEASE CONTROL	2058.80	08/15/23	_____	CL 16941	2058.80
Total for Claim Checks			162312.67				
Count for Claim Checks			47				

* denotes missing check number(s)

of Checks: 47 Total: 162312.67

09/06/23
15:33:28

TOWN OF IGNACIO
Fund Summary for Claim Check Register
For the Accounting Period: 8/23

Page: 4 of 4
Report ID: AP110

Fund/Account	Amount
100 GENERAL FUND	
110230	\$44,262.29
300 CAPITAL IMPROVEMENT FUND	
110230	\$43,011.19
610 WATER FUND	
110230	\$16,355.80
620 GAS FUND	
110230	\$5,254.00
630 SEWER FUND	
110230	\$53,402.40
640 IRRIGATION FUND	
110230	\$26.99
Total:	\$162,312.67

TOWN OF IGNACIO

2022			2023	331310		% up/down			% up/down
City Sales Tax	Month	Year-To-Date	City Sales Tax	Month	Difference	from PYM	Year-To-Date	Difference	from PYT
			<i>Int bank</i>						
		-	1 Jan	50,873.14					
Jan	50,799.76	50,799.76	2 Feb	59,491.23	8,691.47	17.11%	59,491.23	8,691.47	9.44%
Feb	41,290.95	92,090.71	3 Mar	46,445.64	5,154.69	5.60%	105,936.87	13,846.16	10.23%
Mar	43,286.70	135,377.41	4 Apr	44,651.23	1,364.53	1.01%	150,588.10	15,210.69	8.48%
Apr	44,081.72	179,459.13	5 May	48,413.47	4,331.75	2.41%	199,001.57	19,542.44	8.78%
May	43,055.54	222,514.67	6 Jun	48,118.71	5,063.17	2.28%	247,120.28	24,605.61	9.12%
Jun	47,274.66	269,789.33	7 Jul	51,416.18	4,141.52	1.54%	298,536.46	28,747.13	9.05%
Jul	47,798.20	317,587.53	8 Aug	47,069.92	-728.28	-0.23%	345,606.38	28,018.85	7.59%
Aug	51,699.44	369,286.97	9 Sep						
Sep	50,334.22	419,621.19	10 Oct						
Oct	50,282.82	469,904.01	11 Nov						
Nov	49,555.69	519,459.70	12 Dec						
Dec	50,873.14	570,332.84	Jan						
City Total Total	570,332.84		City Total	396,479.52					8.95%
2022 BUDGET	460,000.00		2023 BUDGET			108.70% Budget Incr	500,000.00		

2022			2023	331330		% up/down			% up/down
County Sales Tax	Month	Year-To-Date	County Sales Tax	Month	Difference	from PYM	Year-To-Date	Difference	from PYT
			<i>Int bank</i>						
		-	1 Jan	97,118.00					
		-	2 Feb	115,286.00					
Jan	86,662.00	86,662.00	3 Mar	87,867.00	1,205.00	1.39%	87,867.00	1,205.00	0.71%
Feb	83,423.00	170,085.00	4 Apr	89,282.00	5,859.00	3.44%	177,149.00	7,064.00	2.61%
Mar	100,800.00	270,885.00	5 May	98,894.00	-1,906.00	-0.70%	276,043.00	5,158.00	1.42%
Apr	93,125.00	364,010.00	6 Jun	93,396.00	271.00	0.07%	369,439.00	5,429.00	1.15%
May	106,167.00	470,177.00	7 Jul	105,714.00	-453.00	-0.10%	475,153.00	4,976.00	0.85%
Jun	115,145.00	585,322.00	8 Aug	118,127.00	2,982.00	0.51%	593,280.00	7,958.00	1.13%
Jul	116,545.00	701,867.00	9 Sep						
Aug	118,060.00	819,927.00	10 Oct						
Sep	111,831.00	931,758.00	11 Nov						
Oct	103,265.00	1,035,023.00	12 Dec						
Nov	97,118.00	1,132,141.00	Jan						
Dec	115,286.00	1,247,427.00	Feb						
County Total	1,247,427.00			805,684.00					1.31%
2022 BUDGET	1,000,000.00		2023 BUDGET			110.00% Budget Incr	1,100,000.00		

09/06/23
15:36:55

TOWN OF IGNACIO
Cash Report
For the Accounting Period: 8/23

Page: 1 of 1
Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
100 GENERAL FUND						
110100 Petty Cash	100.00	0.00	0.00	0.00	0.00	100.00
110230 Operating Account	-600,446.50	372,962.07	1,855.32	100,192.55	177,902.66	-503,724.32
110250 Savings Account	245,917.91	19.35	0.00	146,000.00	0.00	99,937.26
110270 Investment Account	2,000,585.81	109,076.89	0.00	0.00	0.00	2,109,662.70
Total Fund	1,646,157.22	482,058.31	1,855.32	246,192.55	177,902.66	1,705,975.64
300 CAPITAL IMPROVEMENT FUND						
110230 Operating Account	320,135.65	23,534.96	0.00	0.00	43,011.19	300,659.42
110270 Investment Account	447,648.90	2,076.67	0.00	0.00	0.00	449,725.57
Total Fund	767,784.55	25,611.63			43,011.19	750,384.99
400 CONSERVATION TRUST FUND						
110230 Operating Account	17,917.26	0.00	0.00	0.00	0.00	17,917.26
110270 Investment Account	80,741.55	374.55	0.00	0.00	0.00	81,116.10
Total Fund	98,658.81	374.55				99,033.36
500 ECONOMIC DEVELOPMENT FUND						
110230 Operating Account	49,138.98	0.00	0.00	0.00	0.00	49,138.98
110270 Investment Account	17,500.43	524.76	0.00	0.00	0.00	18,025.19
Total Fund	66,639.41	524.76				67,164.17
610 WATER FUND						
110230 Operating Account	62,989.13	28,936.81	0.00	194.06	16,355.80	75,376.08
110270 Investment Account	46,276.59	214.68	0.00	0.00	0.00	46,491.27
Total Fund	109,265.72	29,151.49		194.06	16,355.80	121,867.35
620 GAS FUND						
110230 Operating Account	145,496.58	31,315.61	0.00	0.00	5,254.00	171,558.19
110270 Investment Account	142,212.85	659.72	0.00	0.00	0.00	142,872.57
Total Fund	287,709.43	31,975.33			5,254.00	314,430.76
630 SEWER FUND						
110230 Operating Account	126,828.28	66,167.46	0.00	0.00	53,402.40	139,593.34
110270 Investment Account	200.19	0.93	0.00	0.00	0.00	201.12
Total Fund	127,028.47	66,168.39			53,402.40	139,794.46
640 IRRIGATION FUND						
110230 Operating Account	13,793.08	6,814.32	0.00	0.00	26.99	20,580.41
110270 Investment Account	10,759.62	49.91	0.00	0.00	0.00	10,809.53
Total Fund	24,552.70	6,864.23			26.99	31,389.94
910 PAYROLL CLEARING FUND						
110230 Operating Account	10,850.82	0.00	131,985.05	124,031.15	0.00	18,804.72
930 CLAIMS CLEARING FUND						
110230 Operating Account	3,425.14	0.00	162,312.67	4,134.20	0.00	161,603.61
Totals	3,142,072.27	642,728.69	296,153.04	374,551.96	295,953.04	3,410,449.00

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

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

09/06/23
15:37:31

TOWN OF IGNACIO
Statement of Revenue Budget vs Actuals
For the Accounting Period: 8 / 23

Page: 1 of 1
Report ID: B110F

Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
100 GENERAL FUND	228,059.68	1,558,171.51	2,283,836.00	725,664.49	68 %
300 CAPITAL IMPROVEMENT FUND	25,611.63	295,199.00	3,752,498.00	3,457,299.00	8 %
400 CONSERVATION TRUST FUND	374.55	8,954.58	80,800.00	71,845.42	11 %
500 ECONOMIC DEVELOPMENT FUND	524.76	3,748.84	241,010.00	237,261.16	2 %
610 WATER FUND	1,970.62	182,286.58	318,200.00	135,913.42	57 %
620 GAS FUND	2,440.72	644,206.89	506,150.00	-138,056.89	127 %
630 SEWER FUND	21,155.08	366,314.53	629,600.00	263,285.47	58 %
640 IRRIGATION FUND	49.91	21,968.06	44,700.00	22,731.94	49 %
Grand Total:	280,186.95	3,080,849.99	7,856,794.00	4,775,944.01	39 %

09/06/23
15:38:13

TOWN OF IGNACIO
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 8 / 23

Page: 1 of 1
Report ID: B100F

Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
100 GENERAL FUND	175,555.05	1,658,585.89	2,150,979.00	2,150,979.00	492,393.11	77 %
300 CAPITAL IMPROVEMENT FUND	43,011.19	184,573.78	4,250,000.00	4,250,000.00	4,065,426.22	4 %
400 CONSERVATION TRUST FUND	0.00	0.00	120,000.00	120,000.00	120,000.00	0 %
500 ECONOMIC DEVELOPMENT FUND	0.00	0.00	248,226.00	248,226.00	248,226.00	0 %
610 WATER FUND	16,355.80	96,741.82	309,191.00	309,191.00	212,449.18	31 %
620 GAS FUND	5,254.00	390,243.12	456,316.00	456,316.00	66,072.88	86 %
630 SEWER FUND	53,402.40	294,030.52	580,931.00	580,931.00	286,900.48	51 %
640 IRRIGATION FUND	26.99	4,993.52	44,266.00	44,266.00	39,272.48	11 %
Grand Total:	293,605.43	2,629,168.65	8,159,909.00	8,159,909.00	5,530,740.35	32 %

09/06/23
15:38:57

TOWN OF IGNACIO
Payroll Summary For Payrolls from 08/01/23 to 08/31/23

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
COMA HOURS (Comp Time Accumulated)	72.38		
COMP HOURS (Comp Time Used)	41.00		946.80
J004 HOURS (CELL PHONE ALLO)	0.00		166.14
*Non Taxable (added to gross wages, no addition to SS, Med, FIT & SIT bases)			
J015 HOURS (IN LIEU OF INSU)	0.00		1,261.02
OVER HOURS (Overtime)	107.50		5,227.87
REG HOURS (Regular Time)	2,629.25		88,819.58
SICK HOURS (Sick Time)	95.50		3,401.73
VACA HOURS (Vacation Time Used)	203.75		6,382.28
GROSS PAY	106,205.42	0.00	
NET PAY	73,800.86	0.00	
NET PAY (CHECKS)	7,695.67		
NET PAY (DIRECT DEPOSIT)	66,105.19		
AFLAC-AFTERTAX		355.32	1,138.74
AFLAC-PRETAX	1,038.96	60.08	
CEBT DENTAL	0.00	732.00	
CEBT HEALTH	4,508.32	11,636.68	
CEBT LIFE	136.45	45.78	
CEBT VISION	0.00	102.00	
EMPL WEAPONS AD	200.00	0.00	
FIT	8,744.64	0.00	
FPPA	5,371.58	4,252.50	
FPPA DROP	1,097.08	0.00	
FPPA-457	982.52	0.00	
FPPA-AD&D	0.00	1,277.28	
GARNISHMENT2	46.14	0.00	
MEDICARE	1,455.23	1,455.23	
MISSIONSQUARE/I	2,036.12	1,934.96	
SIT	3,499.91	0.00	
SOCIAL SECURITY	2,932.29	2,932.29	
UNEMPL. INSUR.	0.00	212.09	
BANK 4	4,080.48	0.00	
BANK 8-SAVINGS	2,776.40	0.00	
COMM BANK OF CO	9,247.24	0.00	
CU OF COLORADO	3,719.87	0.00	
SANDIA LAB FCU	150.00	0.00	
TBK BANK	6,800.12	0.00	
USAA	5,369.13	0.00	
VECTRA BANK CO	69.26	0.00	
WELLS FARGO	31,472.73	0.00	
WELLS FARGO N.A	138.52	0.00	
WELLS FARGO NEV	69.26	0.00	
WELLS FARGO OR	2,212.18	0.00	
FIT/SIT BASE	90,868.25	0.00	
MEDICARE BASE	100,355.55	0.00	
SOC SEC BASE	47,294.61	0.00	
UN BASE	106,039.28	0.00	

09/06/23
15:38:57

TOWN OF IGNACIO
Payroll Summary For Payrolls from 08/01/23 to 08/31/23

Page: 2 of 2
Report ID: P130

Total 25,779.63
Total Payroll Expense (Gross Pay + Employer Contributions): 131,985.05

Check Summary

Payroll Checks Prev. Out. \$1,698.59
Payroll Checks Issued \$7,741.81
Payroll Checks Redeemed \$0.00
Payroll Checks Outstanding \$9,440.40
Electronic Checks \$124,031.15

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	5864.58	5864.58		221700
Medicare	2910.46	2910.46		221710
Unempl. Insur.	212.09		427.91	221760
FIT	8744.64	8744.64		221720
SIT	3499.91	3499.91		221730
FPPA	9624.08	9624.08		221742
AFLAC-PRETAX	1099.04	1099.04		221757
EMPL WEAPONS AD	200.00	200.00		221782
FPPA-457	982.52	982.52		221742
FPPA-AD&D	1277.28	1277.28		221743
MISSIONSQUARE/I	3971.08	3971.08		221741
AFLAC-AFTERTAX	1494.06	1494.06		221757
CEBT DENTAL	732.00	732.00		221754
CEBT HEALTH	16145.00	16145.00		221751
CEBT LIFE	182.23	182.23		221755
CEBT VISION	102.00	102.00		221756
GARNISHMENT2	46.14	46.14		221781
FPPA DROP	1097.08	1097.08		221742
Total Ded.	58184.19	57972.10	427.91	

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

2023 Actual SUIT Rates

		24.82	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92
		451	451	451	450	452	451	453	451						
		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23		
Tribe Base Rate	\$	38.97800	\$ 13.58256	\$ 3.61140	\$ 2.81373	\$ 2.51766	\$ 2.51766	\$ 3.36938	\$ 4.36423	\$ 3.30247					
MCF		8484.0	8793.0	7533.0	6307.0	3844.0	1540.0	643.0	699.0						
Tribe Bill	\$	330,804.35	\$ 119,546.45	\$ 27,319.68	\$ 17,861.20	\$ 9,792.89	\$ 3,992.20	\$ 2,281.51	\$ 3,165.60	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 515,223.86	
TOI 10%	\$	-	\$ -	\$ 2,731.97	\$ 1,786.12	\$ 979.29	\$ 399.22	\$ 228.15	\$ 316.56	\$ 11.50	\$ 11.50	\$ 11.50	\$ 11.50	\$ 6,487.31	
TOI Base	\$	11,193.82	\$ 11,689.92	\$ 11,689.92	\$ 11,664.00	\$ 11,715.84	\$ 11,689.92	\$ 11,741.76	\$ 11,689.92	\$ -	\$ -	\$ -	\$ -	\$ 93,075.10	
Total	\$	341,998.17	\$ 131,236.37	\$ 41,741.56	\$ 31,311.31	\$ 22,488.01	\$ 16,081.34	\$ 14,251.42	\$ 15,172.08	\$ 126.50	\$ 126.50	\$ 126.50	\$ 126.50	\$ 614,786.27	

2023 Actual TOI Billing

MCF in UB	9432.3	7700.7	5952.7	4750.5	1892.8	1175.1	717.6	843	
Rate/MCF	\$ 16.00000	\$ 16.00000	\$ 16.36000	\$ 16.28000	\$ 16.25000	\$ 16.26000	\$ 16.34000	\$ 16.44000	
Base Rate	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	
Accounts in UB	451	451	451	450	452	451	453	451	
Actual charges in UB	\$ 162,606.72	\$ 134,901.12	\$ 109,075.96	\$ 89,002.23	\$ 42,477.99	\$ 30,796.96	\$ 23,467.42	\$ 25,548.83	\$ 617,877.23

Price Options for Gas Billing August 2023 and Forward

TOI Base Rate	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	25.92	
Accounts	452	452	452	455	455	452	451	450	449	452	453	451	
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	
Tribe Base Rate	\$ 38.97800	\$ 13.58256	\$ 3.61140	\$ 2.81373	\$ 2.51766	\$ 2.51766	\$ 3.36938	\$ 4.36423	\$ 10.34670	\$ 6.49774	\$ 6.43203	\$ 12.16895	
MCF	8484.0	8793.0	7533.0	6307.0	3844.0	1540.0	643.0	699.0	864.0	2978.0	6778.0	8484.0	
Tribe Bill	\$ 330,804.35	\$ 119,546.45	\$ 27,319.68	\$ 17,861.20	\$ 9,792.89	\$ 3,992.20	\$ 2,281.51	\$ 3,165.60	\$ 9,054.55	\$ 19,465.27	\$ 43,711.30	\$ 103,356.37	\$ 690,351.35
TOI 10%	\$ -	\$ -	\$ 2,731.97	\$ 1,786.12	\$ 979.29	\$ 399.22	\$ 228.15	\$ 316.56	\$ 905.45	\$ 1,946.53	\$ 4,371.13	\$ 10,335.64	\$ 24,000.06
TOI Base	\$ 11,715.84	\$ 11,715.84	\$ 11,715.84	\$ 11,793.60	\$ 11,793.60	\$ 11,715.84	\$ 11,689.92	\$ 11,664.00	\$ 11,638.08	\$ 11,715.84	\$ 11,741.76	\$ 11,689.92	\$ 140,590.08
Total	\$ 342,520.19	\$ 131,262.29	\$ 41,767.48	\$ 31,440.91	\$ 22,565.77	\$ 16,107.26	\$ 14,199.58	\$ 15,146.16	\$ 21,598.08	\$ 33,127.64	\$ 59,824.19	\$ 125,381.93	\$ 854,941.49

\$10 MCF Charge									\$ 10.50000	\$ 10.50000	\$ 10.50000	\$ 10.50000	
	\$ 342,520.19	\$ 131,262.29	\$ 41,767.48	\$ 31,440.91	\$ 22,565.77	\$ 16,107.26	\$ 14,199.58	\$ 15,146.16	\$ 20,710.08	\$ 42,984.84	\$ 82,910.76	\$ 100,771.92	\$ 862,387.24

Spot Rate + 20%								\$ 5.24	\$ 12.42	\$ 7.80	\$ 7.72	\$ 14.60	
	\$ 342,520.19	\$ 131,262.29	\$ 41,767.48	\$ 31,440.91	\$ 22,565.77	\$ 16,107.26	\$ 14,199.58	\$ 15,324.72	\$ 22,365.54	\$ 34,936.16	\$ 64,057.32	\$ 135,579.57	\$ 872,126.78

Spot Rate + 30%								\$ 5.67	\$ 13.45	\$ 8.45	\$ 8.36	\$ 15.82	
	\$ 342,520.19	\$ 131,262.29	\$ 41,767.48	\$ 31,440.91	\$ 22,565.77	\$ 16,107.26	\$ 14,199.58	\$ 15,629.78	\$ 23,259.49	\$ 36,871.19	\$ 56,675.19	\$ 145,903.70	\$ 878,202.83

* Yellow Highlighted are 2022 Actual Rates and MCF Charges from the Tribe



**SOUTHERN UTE INDIAN TRIBE
UTILITIES DIVISION**

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

PURCHASE PRICE-EPI Flat	\$	3.69/MMBtu
Add 20%	\$	0 .738/MMBtu
NATURAL GAS RATE	\$	4.428/MMBtu
Btu CONTENT CORRECTION	\$.9856/MMBtu/MCF
	\$	4.36423/MCF

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



**SOUTHERN UTE INDIAN TRIBE
UTILITIES DIVISION**

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

PURCHASE PRICE-EPI Flat	\$	2.79/MMBtu
Add 20%	\$	0 .558/MMBtu
NATURAL GAS RATE	\$	3.348/MMBtu
Btu CONTENT CORRECTION	\$.9864/MMBtu/MCF
	\$	3.30247/MCF

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

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☐ Paid by check ☐ Paid online

Uploaded to Date
Movelt on 07/24/23

<input checked="" type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only <input type="checkbox"/> Master file			
All answers must be printed in black ink or typewritten Applicant must check the appropriate box(es) Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation			FEIN Number
2a. Trade Name of Establishment (DBA) The Ranch Grill, LLC			State Sales Tax Number
			Business Telephone 970-749-0988
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 85 Goddard Ave			
City Ignacio	County La Plata	State CO	ZIP Code 81137
4. Mailing Address (Number and Street) Po Box 1036	City or Town Ignacio	State CO	ZIP Code 81137
5. Email Address info@theranchgrill.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
<input checked="" type="checkbox"/> Application Fee for New License\$1,100.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00 <input type="checkbox"/> Application Fee for Transfer\$1,100.00		<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$30.00 <input type="checkbox"/> Manager Registration - Tavern\$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment\$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00 <input type="checkbox"/> Optional Premises License (City)\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City)\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City)\$500.00 <input type="checkbox"/> Resort Complex License (County)\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State)\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City)\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50 <input type="checkbox"/> Retail Liquor Store (City)\$227.50 <input type="checkbox"/> Retail Liquor Store (County)\$312.50 <input type="checkbox"/> Tavern License (City)\$500.00 <input type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County)\$750.00	
Section B Liquor License Fees*			
<input type="checkbox"/> Add Optional Premises to H & R\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area\$75.00 <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City)\$351.25 <input type="checkbox"/> Beer and Wine License (County)\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County)\$750.00 <input type="checkbox"/> Campus Liquor Complex (City)\$500.00 <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 <input type="checkbox"/> Campus Liquor Complex (State)\$500.00 <input type="checkbox"/> Club License (City)\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City)\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50			
Questions? Visit: SBG.Colorado.gov/Liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☒ A. Applicant/Licensee identified
- ☒ B. State sales tax license number listed or applied for at time of application
- ☒ C. License type or other transaction identified
- ☒ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☒ A. No larger than 8½" X 11"
- ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ C. Separate diagram for each floor (if multiple levels)
- ☒ D. Kitchen - identified if Hotel and Restaurant
- ☒ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☒ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents

- ☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO.

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO – <https://uenroll.identogo.com/> Phone: 844-539-5539 (toll-free)

Colorado Fingerprinting – <http://www.coloradofingerprinting.com>

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 Toll Free: 833-224-2227

Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:

<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>

- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☐ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☒ A. Copy of articles of organization
- ☒ B. Certificate of Good Standing
- ☒ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- ☐ A. \$30.00 fee
- ☒ B. If owner is managing, no fee required

Name The Ranch Grill LLC	Type of License Hotel Restaurant	Account Number
------------------------------------	--	----------------

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Waiver by local ordinance? <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>	
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input type="checkbox"/>
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	<input type="checkbox"/>	<input type="checkbox"/>
b. Are you a Colorado resident?	<input type="checkbox"/>	<input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord Cugnini Family Enterprises	Tenant The Ranch Grill	Expires 12/31/2028
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/>		

18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.	
--	--

Name The Ranch Grill LLC	Type of License Hotel Restaurant	Account Number
------------------------------------	--	----------------

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ Yes ☐ No
If "yes" a copy of license must be attached. **NA**

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ Yes ☐ No
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ Yes ☐ No
c. How long has the club been incorporated? ☐ Yes ☐ No
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ Yes ☐ No **NA**

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: **NA** ☐ Yes ☐ No
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

22. Campus Liquor Complex applicants answer the following: **NA** ☐ Yes ☐ No
a. Is the applicant an institution of higher education?
b. Is the applicant a person who contracts with the institution of higher education to provide food services?
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants. **NA**
a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
----------------------	-----------------------

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. **NA** Yes ☐ No ☐

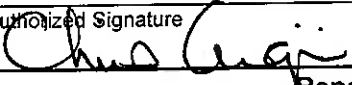
25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ Yes ☐ No
a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex. **NA**
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

26. Tax Information. Yes ☐ No ☒
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Cristina Cugini-Clark			Managing Member	50
Rebecca Cugini-Hawkins			Managing Member	50

Name The Ranch Grill, LLC	Type of License Hotel Restaurant	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
Oath Of Applicant		
<p>I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.</p>		
Authorized Signature 	Printed Name and Title Cristina Cugini-Clark, Owner	Date 7/25/23
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
For Transfer Applications Only - Is the license being transferred valid?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<p>NA</p>		
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input type="checkbox"/> Fingerprinted</p> <p><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<p>NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p>		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.</p>		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

Tax Check Authorization, Waiver, and Request to Release Information

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

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

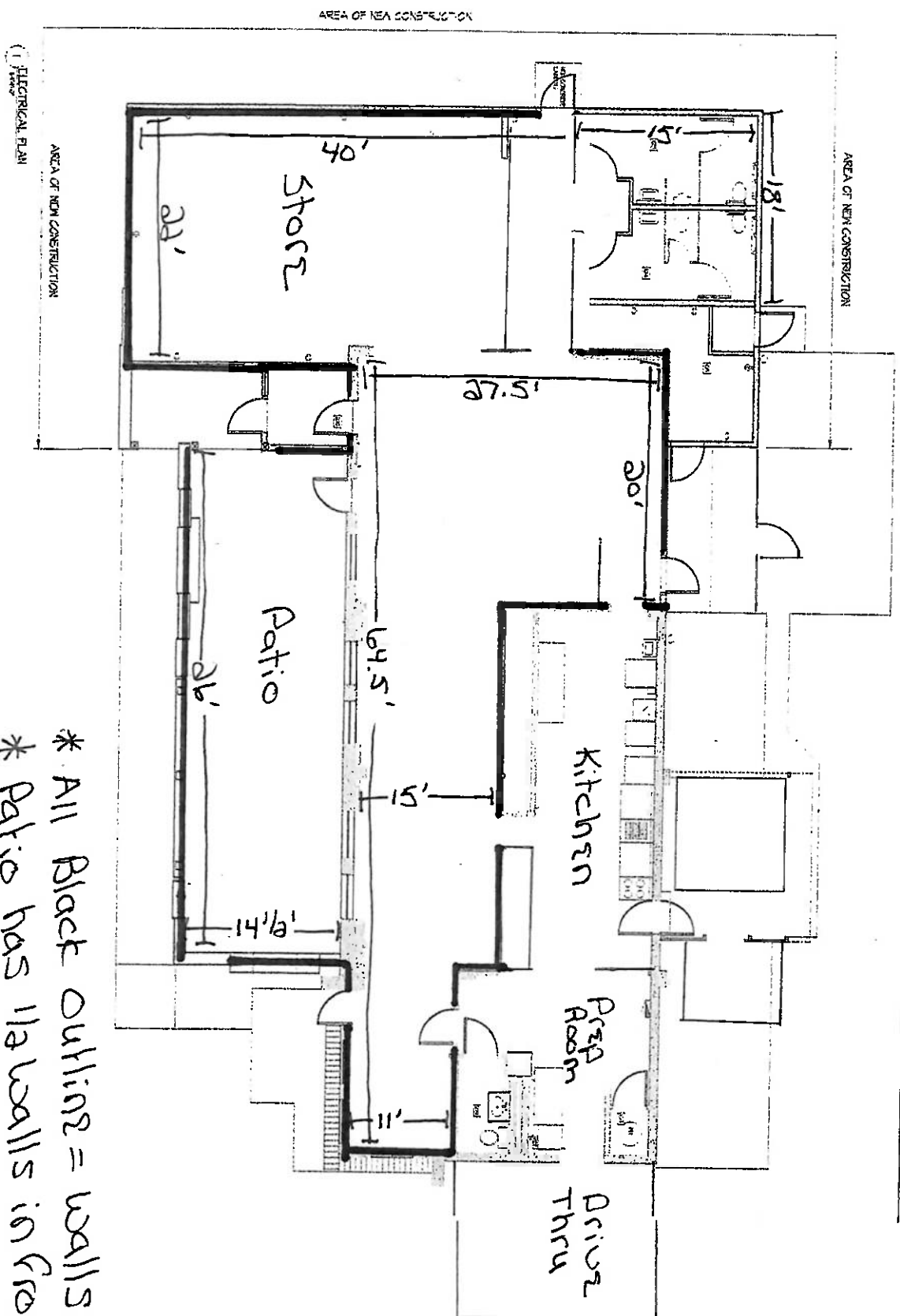
The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation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

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

Name (Individual/Business) <u>The Ranch Grill, LLC</u>		Social Security Number/Tax Identification Number	
Address <u>85 Goddard Ave / PO Box 1036</u>			
City <u>Ignacio</u>		State <u>CO</u>	Zip <u>81137</u>
Home Phone Number		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>Cristina Cugnini-Clark</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Chris Cugnini</u>			Date signed <u>7/25/2023</u>

Privacy Act Statement

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

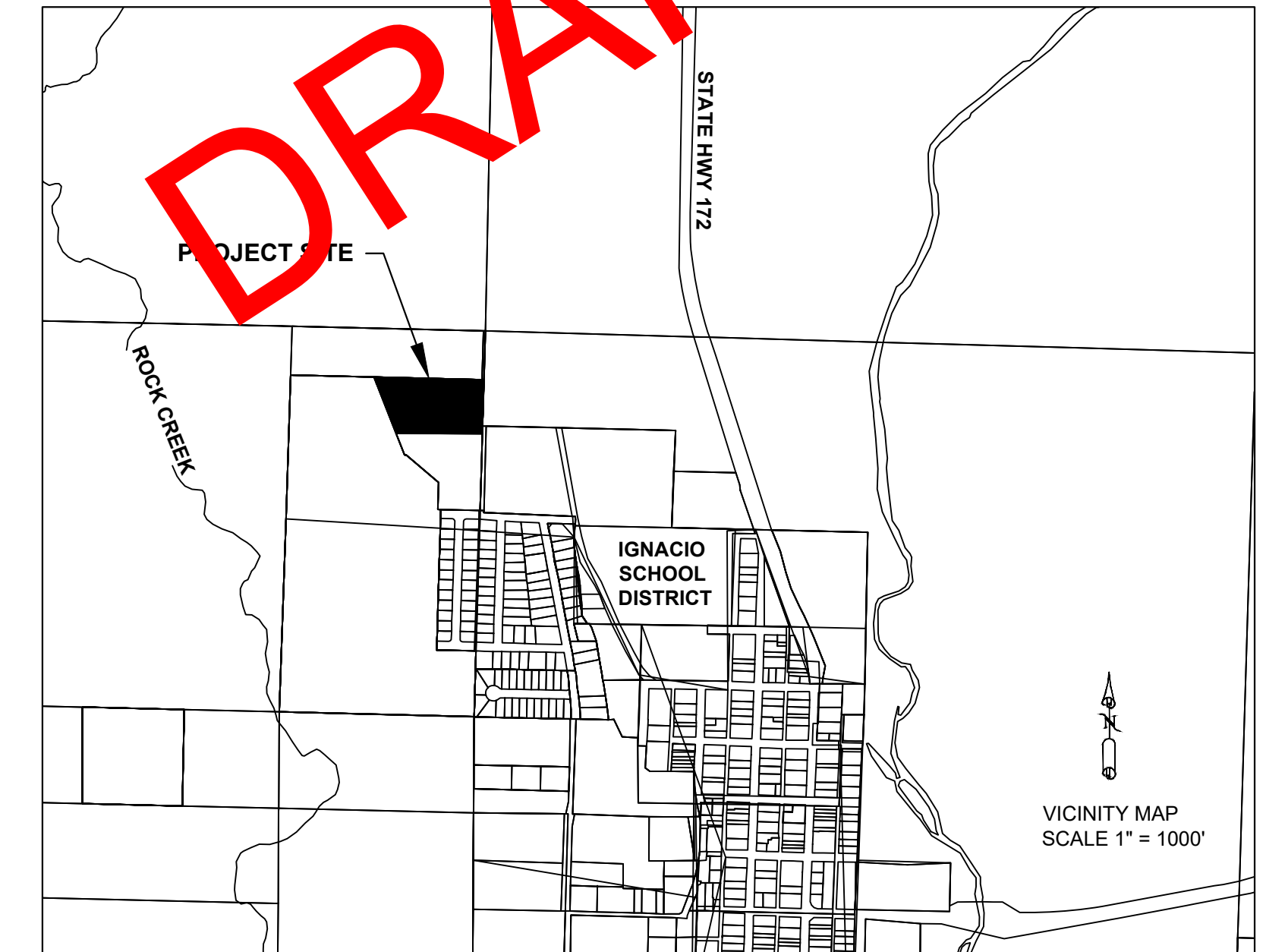


- * All Black Outline = walls
- * Patio has 12 walls in front
- * Signs will be posted at exits
- “no Alcohol beyond this point”

ROCK CREEK HOUSING PROJECT PUD PLAT

A Resubdivision of Tract 2,
of the Rock Creek III Subdivision (Rec. No. 1035568)

Located in Section 7, Township 33 North, Range 7 West N.M.P.M.
City of Ignacio, La Plata County, Colorado



LINE	BEARING	DISTANCE
L1	N85°33'47"W	10.11'
L2	N85°28'05"W	20.08'
L3	N84°48'07"W	26.05'
L4	N84°00'49"E	5.96'

CURVE	DEFINITION	RADIUS	LENGTH	CHORD	LENGTH
C1	00°35'	24.14'	46.35'	N 36°20'28" E	39.55'
C2	75°34'38"	23.90'	31.52'	N 53°36'58" E	29.29'
C3	90°16'57"	16.50'	26.00'	S 43°30'44" E	23.39'
C4	85°28'57"	11.50'	17.16'	N 48°36'19" E	15.61'
C5	89°43'04"	16.50'	25.84'	S 46°29'15" W	23.28'
C6	73°45'11"	24.08'	30.99'	N 51°43'49" W	28.90'
C7	110°02'41"	29.15'	55.99'	N 36°21'31" E	47.77'
C8	74°28'15"	24.11'	31.34'	S 36°00'16" E	29.18'

LAND USE TABLE

	TOTAL
Acres:	5.772 Acres
Right-of-Way	1.46 Acres
Lot Area	3.59 Acres
Open Space	0.72 Acres
Single Family Lots	21 (Lots 1-21)
Multifamily Lots	Tract A - 25 Units (Max.)
Residential Density	8 Units/Acre

PLAT NOTES & GENERAL DEDICATIONS:

- RESEARCH FOR RECORDED EASEMENTS AND RIGHTS OF WAY WAS CONDUCTED BY LAND TITLE GUARANTEE COMPANY AND THIS SURVEY MAY BE SUBJECT TO THE EASEMENTS, RIGHTS AND RESTRICTIONS AS LISTED IN THEIR TITLE POLICY ORD. NO. DUR 18111446.
- ROAD RIGHT-OF-WAYS AS SHOWN ARE HEREBY DEDICATED TO THE TOWN OF IGNACIO FOR PUBLIC RIGHT-OF-WAY.
- THE TEN (10) FOOT WIDE UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO LA PLATA ELECTRIC ASSOCIATION, INC., ALL PUBLIC UTILITIES, AND PRIVATE UTILITIES, FOR THE PURPOSE OF INGRESS AND EGRESS, INSTALLATION, OPERATION, MAINTENANCE, RECONSTRUCTION, REPLACEMENT, IMPROVEMENT AND REMOVAL OF UNDERGROUND ELECTRIC DISTRIBUTION LINES, TELECOMMUNICATIONS FACILITIES, CABLE TV, GAS LINES, WATER LINES AND SEWER LINES, TOGETHER WITH THEIR RELATED EQUIPMENT.
- THE FIFTEEN (15) FOOT WIDE RAW WATER EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE TOWN OF IGNACIO FOR THE PURPOSE OF INGRESS AND EGRESS, INSTALLATION, OPERATION, MAINTENANCE, RECONSTRUCTION, REPLACEMENT, IMPROVEMENT AND REMOVAL OF THE RAW WATER LINE.

SURVEY NOTES:

- The source of the property description, easement, right-of-way research, and title research was conducted by Land Title Guarantee Company per Title Commitment Number DUR18111446. Effective Date: May 04, 2023 at 5:00pm, and not from research conducted by SEH, Inc. This property may be subject to easements, right-of-way and restrictions listed in the aforementioned Title Commitment.
- Basis of Bearings: Bearings are based on the east line of the northeast one-quarter (NE 1/4) of Section 7, T33N, R7W, N.M.P.M. which is assumed to bear S01°39'56"W, being monumented at the northeast corner by a 3.5" BLM cap (1992) and at the east quarter corner by a 3.5" BLM cap (1995).

Certificate of Surveyor:

I hereby state that this survey plat was prepared from field notes of an actual survey performed by me or under my direct responsibility, supervision and checking, and that, in my professional opinion, they are true and correct to the best of my knowledge, belief and is in accordance with applicable standards of practice. This certification is not a guaranty or warranty, either expressed or implied.

Monte L. Sudbeck
PLS 38503

Date

Rock Creek Preliminary Plat
Owner: Town of Ignacio
Surveyor: Monte Sudbeck
Plat Prepared: 07/18/2023
S: 7 T: 33N, R: 7W, N.M.P.M.



934 Main Avenue
Unit C
Durango, Colorado 81301
Phone: 970-385-4546
www.sehinc.com

Project #: IGNAC-172526



MONUMENT SYMBOL LEGEND

- FOUND MONUMENT AS NOTED
- SET NO.5 REBAR WITH ORANGE PLASTIC CAP (PLS 38503)
- FOUND ALIQUOT CORNER AS NOTED

EILEEN S. CANDELARIA
Lot 2, Rock Creek 2nd Addn
(Rec. No. 858584)

CERTIFICATE OF OWNERS KNOWN BY ALL THESE PRESENTS

TOWN OF IGNACIO, WHOSE ADDRESS IS P.O. BOX 459, IGNACIO, COLORADO 81137, BEING THE LEGAL AND RECORD OWNER OF THE TRACT OF LAND LOCATED WITHIN SECTION 7, T33N, R7W, N.M. P.M., IN LA PLATA COUNTY, COLORADO FURTHER DESCRIBED AS FOLLOWS:

TRACT 2, ROCK CREEK THIRD SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF FILED FOR RECORD SEPTEMBER 8, 2011 UNDER RECEPTION NUMBER 1035568, COUNTY OF LA PLATA, STATE OF COLORADO.

HAVE CAUSED THE SAME TO BE ADJUSTED, PLATTED, AND DESIGNATED AS LOTS 1 THROUGH 21 AND TRACTS A, B, & C OF ROCK CREEK PRELIMINARY PLAT, ACCORDING TO THE RECORDED PLAT THEREOF FILED FOR RECORD SEPTEMBER 8, 2011 UNDER RECEPTION NUMBER 1035568, COUNTY OF LA PLATA, STATE OF COLORADO.

THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES:

By: _____, AUTHORIZED REPRESENTATIVE OF TOWN OF IGNACIO

State of Colorado)

SS:

County of La Plata)

This plat was acknowledged before me by _____, Authorized Representative of the Town of Ignacio,

on this _____ day of _____, 2023, for the aforementioned purposes.

My commission expires: _____ Notary: _____

CERTIFICATE OF OWNERS KNOWN BY ALL THESE PRESENTS

This plat and the statements hereon have been approved by the Ignacio Town Board

on this _____ day of _____, 2023.

By _____
(Mayor, Town of Ignacio) (Town Clerk)

VACATION STATEMENT:

That portion of the 15' Raw Water Easement located in Lots 5-21 & Tract C, as shown hereon, is hereby vacated.

That portion of the 15' Water Line Easement, recorded at Reception Number 670441, as shown, is hereby vacated.

Notice: According to Colorado State Law you must commence any legal action based upon any defect in this survey within three (3) years after you first discovered such defect. In no event may any action based upon any defect within this survey be commenced more than ten (10) years from the date of the certification shown hereon.

Ignacio Rock Creek Subdivision

Engineer's Opinion of Probable Costs

Revision Date		8/23/2023		Engineer's Estimate		Rize Construction, LLC		Canyon Construction Company		F&M Construction, Inc.		TRC Construction, Inc.	
Item No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
General													
1	Mobilization	Lump Sum	1	\$ 78,816.36	\$78,816.36	\$58,000.00	\$58,000.00	\$160,000.00	\$160,000.00	\$22,588.30	\$22,588.30	\$44,379.00	\$44,379.00
2	Traffic Control	Lump Sum	1	\$ 6,568.03	\$6,568.03	\$8,816.00	\$8,816.00	\$2,560.00	\$2,560.00	\$6,200.25	\$6,200.25	\$148,596.00	\$148,596.00
3	Construction Surveying	Lump Sum	1	\$ 13,136.06	\$13,136.06	\$29,000.00	\$29,000.00	\$35,915.00	\$35,915.00	\$35,205.04	\$35,205.04	\$20,689.00	\$20,689.00
4	Quality Control/Testing	Lump Sum	1	\$ 13,136.06	\$13,136.06	\$17,400.00	\$17,400.00	\$28,770.00	\$28,770.00	\$47,167.81	\$47,167.81	\$82,756.00	\$82,756.00
5	Erosion Control/Storm water Management (Pre-Construction and During Construction)	Lump Sum	1	\$ 19,704.09	\$19,704.09	\$29,000.00	\$29,000.00	\$24,519.00	\$24,519.00	\$19,580.40	\$19,580.40	\$48,372.00	\$48,372.00
6	Erosion Control/Storm water Management and Vegetation Establishment (Post Construction)	Lump Sum	1	\$ 13,136.06	\$13,136.06	\$23,200.00	\$23,200.00	\$3,608.00	\$3,608.00	\$4,067.36	\$4,067.36	\$5,130.00	\$5,130.00
7	Record Drawings	Lump Sum	1	\$ 6,568.03	\$6,568.03	\$9,048.00	\$9,048.00	\$3,500.00	\$3,500.00	\$1,860.08	\$1,860.08	\$6,896.00	\$6,896.00
8	Clearing and Grubbing	Lump Sum	1	\$ 13,136.06	\$13,136.06	\$58,000.00	\$58,000.00	\$9,265.00	\$9,265.00	\$4,568.06	\$4,568.06	\$78,445.00	\$78,445.00
				Subtotal for General		\$164,200.75		\$232,464.00		\$268,137.00		\$141,237.30	\$435,263.00
Construction Hard Costs													
9	Embankment (Fill)	CY	1,000	\$15.00	\$15,000.00	\$13.92	\$13,920.00	\$20.00	\$20,000.00	\$25.44	\$25,440.00	\$23.33	\$23,330.00
10	Excavation	CY	1,435	\$10.00	\$14,350.00	\$15.08	\$21,639.80	\$10.00	\$14,350.00	\$35.23	\$50,555.05	\$57.95	\$83,158.25
11	Export	CY	435	\$8.00	\$3,480.00	\$29.00	\$12,615.00	\$19.00	\$8,265.00	\$11.35	\$4,937.25	\$7.56	\$3,288.60
12	Unsuitable Material Excavation - DO NOT ADD	CY	100		DO NOT ADD			\$43.00		\$27.31	\$0.00	\$16.44	\$0.00
13	Class 2 ABC for Unsuitable Material Excavation - DO NOT ADD	CY	100		DO NOT ADD			\$65.50		\$66.03	\$0.00	\$27.53	\$0.00
14	Non-Woven Geotextile - DO NOT ADD	SY	10		DO NOT ADD			\$20.00		\$15.85	\$0.00	\$158.75	\$0.00
15	4-in Concrete Sidewalk	SY	764	\$80.00	\$61,120.00	\$104.40	\$79,761.60	\$181.00	\$138,284.00	\$194.55	\$148,636.20	\$139.36	\$106,471.04
16	Concrete Sidewalk ADA Ramp	EA	12	\$3,500.00	\$42,000.00	\$1,392.00	\$16,704.00	\$1,050.00	\$12,600.00	\$1,347.46	\$16,169.52	\$5,125.00	\$61,500.00
17	Curb and Gutter (Mountable)	LF	3,200	\$40.00	\$128,000.00	\$48.72	\$155,904.00	\$51.00	\$163,200.00	\$48.22	\$154,304.00	\$57.59	\$184,288.00
18	Concrete Pan	LF	124	\$50.00	\$6,200.00	\$104.40	\$12,945.60	\$165.00	\$20,460.00	\$185.51	\$23,003.24	\$423.00	\$52,452.00
19	3/4-inch Minus Aggregate Base Course (CDOT Class 6)	TONS	2,783	\$35.00	\$97,405.00	\$62.64	\$174,327.12	\$37.00	\$102,971.00	\$39.44	\$109,761.52	\$26.99	\$75,113.17
20	Asphalt paving (4-inch) -PG 58-28 SX 75	TONS	930	\$210.00	\$195,300.00	\$243.60	\$226,548.00	\$234.00	\$217,620.00	\$244.81	\$227,673.30	\$268.96	\$250,132.80
21	8-inch Water Line (C-900)	LF	1,490	\$85.00	\$126,650.00	\$87.00	\$129,630.00	\$58.00	\$86,420.00	\$124.02	\$184,789.80	\$100.34	\$149,506.60
22	6-inch Water Line	LF	112	\$80.00	\$8,960.00	\$87.00	\$9,744.00	\$55.00	\$6,160.00	\$127.75	\$14,308.00	\$62.29	\$6,976.48
23	3/4-inch water service	EA	21	\$2,500.00	\$52,500.00	\$4,640.00	\$97,440.00	\$3,060.00	\$64,260.00	\$3,220.75	\$67,635.75	\$2,275.95	\$47,794.95
24	Fire Hydrant Assembly	EA	2	\$9,000.00	\$18,000.00	\$13,920.00	\$27,840.00	\$9,660.00	\$19,320.00	\$12,668.84	\$25,337.68	\$8,708.09	\$17,416.18
25	8-in. Gate Valves	EA	7	\$5,000.00	\$35,000.00	\$5,104.00	\$35,728.00	\$2,940.00	\$20,580.00	\$3,795.33	\$26,567.31	\$4,336.22	\$30,353.54
26	6-in. Gate Valves	EA	3	\$4,500.00	\$13,500.00	\$3,219.00	\$9,657.00	\$2,325.00	\$6,975.00	\$3,065.63	\$9,196.89	\$3,645.62	\$10,936.86
27	8x8x8-in. Tees	EA	3	\$3,000.00	\$9,000.00	\$1,415.20	\$4,245.60	\$700.00	\$2,100.00	\$1,128.99	\$3,386.97	\$2,438.00	\$7,314.00
28	8x8x8-in. Tees	EA	3	\$3,000.00	\$9,000.00	\$1,740.00	\$5,220.00	\$1,050.00	\$3,150.00	\$1,649.31	\$4,947.93	\$2,545.00	\$7,635.00
29	Water Connection to Existing	EA	1	\$2,500.00	\$2,500.00	\$5,800.00	\$5,800.00	\$1,920.00	\$1,920.00	\$5,108.56	\$5,108.56	\$5,663.00	\$5,663.00
30	8-in Waterline Fittings (DIP) - end caps, bends	EA	19	\$1,250.00	\$23,750.00	\$1,102.00	\$20,938.00	\$584.00	\$11,096.00	\$1,695.63	\$32,216.97	\$691.14	\$13,131.66
31	6-in Waterline Fittings (DIP) - end caps, bends	EA	7	\$1,190.00	\$8,330.00	\$696.00	\$4,872.00	\$440.00	\$3,080.00	\$1,539.10	\$10,773.70	\$631.10	\$4,417.70
32	Sewer Manholes	EA	8	\$6,500.00	\$52,000.00	\$13,920.00	\$111,360.00	\$5,600.00	\$44,800.00	\$9,417.75	\$75,342.00	\$8,275.00	\$66,200.00
33	8-inch Sanitary Sewer Main	LF	1,450	\$70.00	\$101,500.00	\$87.00	\$126,150.00	\$47.00	\$68,150.00	\$115.07	\$166,851.50	\$101.44	\$147,088.00
34	6-inch Sanitary Sewer Main	LF	37	\$65.00	\$2,405.00	\$116.00	\$4,292.00	\$40.00	\$1,480.00	\$105.47	\$3,902.39	\$101.44	\$3,753.28
35	4-inch Sanitary Sewer Service	EA	21	\$1,500.00	\$31,500.00	\$870.00	\$18,270.00	\$1,400.00	\$29,400.00	\$2,033.22	\$42,697.62	\$835.11	\$17,537.31
36	Sewer Protection with C900 Pipe	EA	4			\$4,640.00	\$18,560.00	\$3,500.00	\$14,000.00	\$2,566.99	\$10,267.96	\$5,281.00	\$21,124.00
37	Sewer Line Tie-in to Existing Stub	EA	1	\$5,000.00	\$5,000.00	\$580.00	\$580.00	\$2,340.00	\$2,340.00	\$1,201.14	\$1,201.14	\$5,773.00	\$5,773.00
38	15-inch PVC Storm Drain	LF	614	\$90.00	\$55,260.00	\$98.60	\$60,540.40	\$69.00	\$42,366.00	\$157.24	\$96,545.36	\$98.76	\$60,638.64
39	Storm Manholes	EA	3	\$6,500.00	\$19,500.00	\$13,920.00	\$41,760.00	\$5,170.00	\$15,510.00	\$7,441.70	\$22,325.10	\$6,891.00	\$20,673.00
40	Detention Pond	EA	1	\$7,500.00	\$7,500.00	\$8,700.00	\$8,700.00	\$5,180.00	\$5,180.00	\$25,128.07	\$25,128.07	\$3,922.00	\$3,922.00
41	Detention Pond Outlet Structure	EA	1	\$5,000.00	\$5,000.00	\$23,200.00	\$23,200.00	\$9,230.00	\$9,230.00	\$14,770.07	\$14,770.07	\$44,488.00	\$44,488.00
42	Riprap	CY	10	\$200.00	\$2,000.00	\$232.00	\$2,320.00	\$175.00	\$1,750.00	\$292.98	\$2,929.80	\$248.00	\$2,480.00
43	Gas Line Trench	LF	1,383	\$12.00	\$16,596.00	\$52.20	\$72,192.60	\$15.00	\$20,745.00	\$51.28	\$70,920.24	\$26.97	\$37,299.51
44	Gas Line Service Trench	EA	23	\$500.00	\$11,500.00	\$1,160.00	\$26,680.00	\$525.00	\$12,075.00	\$2,402.46	\$55,256.58	\$1,297.00	\$29,831.00
45	8-in Raw Water Line	LF	890	\$50.00	\$44,500.00	\$75.40	\$67,106.00	\$38.00	\$33,820.00	\$140.23	\$124,804.70	\$73.88	\$65,753.20
46	8-in Raw Waterline Fitting (PIP)	EA	3	\$600.00	\$1,800.00	\$870.00	\$2,610.00	\$400.00	\$1,200.00	\$1,015.96	\$3,047.88	\$1,237.00	\$3,711.00
47	Raw Water Tie-in to Existing	EA	2	\$2,000.00	\$4,000.00	\$1,740.00	\$3,480.00	\$865.00	\$1,730.00	\$5,108.56	\$10,217.12	\$6,576.00	\$13,152.00
48	Primary Dry Utility Trench (Power, Cable TV and Communications)	LF	1,600	\$12.00	\$19,200.00	\$40.60	\$64,960.00	\$18.00	\$28,800.00	\$55.50	\$88,800.00	\$18.65	\$29,840.00
49	Secondary Dry Utility Trench (Power, Cable TV, Communications and Street Lights)	LF	1,600	\$8.00	\$12,800.00	\$34.80	\$55,680.00	\$30.00	\$48,000.00	\$57.61	\$92,176.00	\$18.65	\$29,840.00
50	Light Pole Cast-in-Place Concrete Foundations	EA	5	\$2,500.00	\$12,500.00	\$2,900.00	\$14,500.00	\$1,500.00	\$7,500.00	\$2,974.16	\$14,870.80	\$675.99	\$3,379.95
51	Light Poles	EA	5	\$5,000.00	\$25,000.00	\$812.00	\$4,060.00	\$5,530.00	\$27,650.00	\$1,236.90	\$6,184.50	\$1,379.00	\$6,895.00
52	Signing	EA	12	\$750.00	\$9,000.00	\$725.00	\$8,700.00	\$642.00	\$7,704.00	\$723.36	\$8,680.32	\$620.00	\$7,440.00
53	Striping	LS	1	\$5,000.00	\$5,000.00	\$11,600.00	\$11,600.00	\$3,410.00	\$3,410.00	\$3,844.15	\$3,844.15	\$6,896.00	\$6,896.00
54	Removal of Existing Fence	LF	985			\$5.80	\$5,713.00	\$1.40	\$1,379.00	\$7.57	\$7,456.45	\$10.72	\$10,559.20
55	Relocating Existing buried phone line	LF	345			\$46.40	\$16,008.00	\$14.00	\$4,830.00	\$47.02	\$16,221.90	\$25.62	\$8,838.90
56	Removal of Existing Raw Waterline	LF	895			\$23.20	\$20,764.00	\$9.00	\$8,055.00	\$63.10	\$56,474.50	\$23.23	\$20,790.85
				Hard Costs Subtotal		\$1,313,606.00		\$1,855,265.72		\$1,363,915.00		\$2,165,665.79	\$1,808,783.67
Landscaping													
54	Cluster Mailbox	EA	1	\$ 2,500.00	\$2,500.00	\$5,800.00	\$5,800.00	\$1,200.00	\$1,200.00	\$2,848.79	\$2,848.79	\$1,103.00	\$1,103.00
55	Re-Spread Native Topsoil	AC	0.5	\$ 5,000.00	\$2,500.00	\$17,400.00	\$8,700.00	\$13,700.00	\$6,850.00	\$26,557.48	\$13,278.74	\$39,222.00	\$19,611.00
56	Native Grass Seeding	AC	0.5	\$ 10,000.00	\$5,000.00	\$8,700.00</							

Ignacio Police Department
September 2023

KP

The Green Chile Fest was held on 09/02/23 and there were no major issues.

The Four Corners Motorcycle Rally was also held over Labor Day weekend, with events held at the Sky Ute Casino and the La Plata County Fairgrounds. There isn't a way to track attendees, but the event organizers estimated there was in excess of 10,000 people in the area for the three-day event.

For the last three years, persons needing to be finger printed had to travel to Durango and sometimes Cortez or Pagosa Springs. After some research and discussions with school Superintendent, Mr. deKay, I believe that we (the Town) will be able to provide this service to our community starting very shortly. If you have questions, please get with me for further information.

I have completed grants for new mobile radios and speed enforcement equipment.

If you have any questions, please let me know. Thanks.



Town of Ignacio

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

970/563-9494 
townofignacio.com 

Public works Department Staff Report

9/7/2023

Compliance

This month's code enforcement

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

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

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

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

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

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

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

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

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

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

Lionel Flores
Town of Ignacio





Town of Ignacio

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

970/563-9494 
townofignacio.com 

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
Working with Brad Bean on compliance issues with the State of Colorado

Sewer and Storm Drain System

Monthly line flushing
System maintenance and repair
State compliance training and filing
Have identified several problem areas in the Sanitary sewer system that need repaired

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

Irrigation System

System maintenance and repair
Monitor irrigation pond levels





Town of Ignacio

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

970/563-9494 
townofignacio.com 

Parks

Repair two levies on the river inlet for Town Park
Replaced irrigation pump at Campbell Park
Irrigation main repair at Town Park
Low water level at the pond inlet addressed
Replaced 33 sprinkler heads at Town Park/ Baseball Field

Roadways and Alleys

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

General Maintenance

UNCC locates completed filed and reported
Daily and weekly trash collection
Daily Utilities issues and complaint call outs addressed
Maintain and clean up the burn pile area
Tree removal
Burn pile closed 8/1/2023 Start cleanup of this property 8/7/2023
Hydro Vac Gas Water Sewer and Irrigation Tie in points for the Rock Creek property

Equipment and Vehicles

Daily maintenance
Monthly maintenance
Repair vehicles and equipment
Street sweeper towed to Vandergrift diesel for repair





Town of Ignacio

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

970/563-9494 
townofignacio.com 

Building code enforcement

Subject:

Town of Ignacio Building Construction / Inspection Cross Connection Control Program

From: Garry Montoya

To: Jeremy Mickey

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





Town of Ignacio

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

970/563-9494 📞
townofignacio.com 🌐

- 110 Maple Ave Jordan Larsen (Owner) New rear attached cover patio. Build permit approved and issued on 11/15/22. Contacted owner 3/13/2023 waiting on weather to improve to continue. 5/01/23 No change. Status has not changed 8/03/23
- 500 Tranquilo Ct. New construction, Single Family Residence Shane Roukema (Owner -Contractor. Building permit application approved on 12/14/22
Permit paid and issued on 1/11/23 Footing inspected on 3/20/23 Stem wall inspected on 3/27/2023. As of 5/01/23 Framing is in process. Roof inspected on 5/4/23. Framing inspected on 5/9/23. Rough in plumbing has been inspected on 6/5/23 Sheet rock inspected on 6/22/23. Build is near completion. Waiting on sewer, water and gas taps to be paid. 8/03/23
- 355 Goddard Ave. Restaurant Interior remodel, Cuevas and J. Rosas (Owner Contractor) Building permit Issued on 12/15/22. Excavation permit issued on 1/20/23 for new gas line install. Note: New gas line installed and inspected on 2/01/23. Interior remodel near completion. San Juan Basin Health is scheduled mid-June for inspection. No status change 8/03/23
- 455 Shoshone Margret and Butch Gomez (Owner) Residence remodel. Building Permit Issued on 1/26/23. Contractor Gary Hansen. As of 5/01/23 Remodel in process. No status changes. 8/03/23
- 516 Tranquilo Ct. Laura and Dillon Stone (Owner) Single Family Residence New build. Contractor S&D Do It All. Excavation permit issued on 2/1/23 Building permit issued on 2/06/23. Concrete footing, stem wall, garage driveway, rear patio and sidewalk completed on 2/7/23. Framing construction in process 3/27/2023. Framing inspected on 4/17/23. Insulation inspected on 6/2/23. Sheetrock inspected on 6/22/23. Build is complete. COO issued on 7/18/23
- 465 Goddard Dancing Spirit. Build plans are final and approved as of 6/01/20/23 Excavation permit issued on 5/24/23. Building permit issued on 6/1/23 Concrete footing inspected on 6/27/23 Stem wall form inspected on 6/28/23. Framing in process 8/03/23





Town of Ignacio

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

970/563-9494 📞
townofignacio.com 🌐

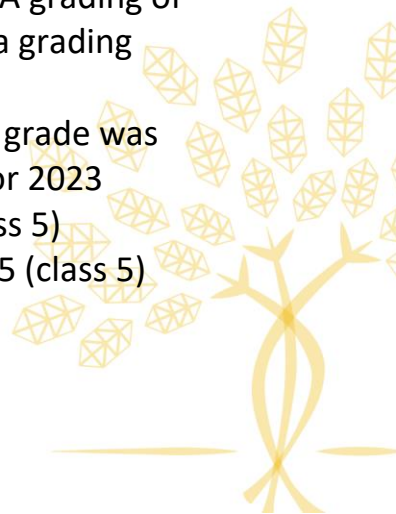
- 535 Goddard Farmers Fresh Market Ezra and Brook Lee. Tortilleria addition to the building. Building permit issued on 6/27/23. Near completion 8/03/23
- 515 Burns Ave. Roger Kimsey contractor. Remodel and renovation. Building permit and excavation permit issued on 7/20/23
- 107 Piedra Ave Craton Godac. New back yard shed construction. Excavation permit issued on 5/25/23. Building permit issued on 6/1/23. Inspected footing on 6/1/23. Inspected framing on 7/7/23.

Note:

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

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

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





Town of Ignacio

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

970/563-9494 
townofignacio.com 

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

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

Cross Connection Control Program

CDPHE Regulation 11.39 (3) Cross Connection Control

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

All assemblies that are not in compliance have been recognized and the owners have been notified. 14 Assemblies of 14 not tested in 2022 have been tested. 6 business remain non-compliant. A date has been established. All business owners that are non-compliant have 30 days (March 31) for compliance. (Ray Sanchez)

Note: Testing compliance ratio has been achieved (90 %). Acceptable per CDPHE Requirements, goal is to achieve 100% compliance. (Ray Sanchez) 5/01/23)

Note:

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

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





Town Clerk / Treasurer Report

September 2023

Honorable Mayor and Trustees,

The following is a report of my activities since the last Town Board Meeting.

Clerk:

- The minutes from the August 14 Board Meeting are on the drive for your review.

Treasurer:

- The Accounting Reports for August are included in the consent agenda.
- The first draft of the 2024 Budget is in your packet; I look forward to our Work Session to begin the discussions of these details.

Utilities:

- The gas report is in your packet for your review. I have also included a spreadsheet with different options for the gas rate moving forward. I look forward to your direction on this matter. Also included in this item are the August and September gas rates from the Tribe.

Licenses:

- Animal: 52 current licenses
- Business: 71 current licenses
- Business Service Licenses: 66 current licenses
- Liquor Licenses: The Ranch Grill, LLC new Liquor License Application – Public Hearing and action. This meeting has been noticed as a Public Hearing and the property has been posted per CRS 44-3-311. The Public Hearing Notice is attached to my report.

Human Resources:

- Work is continuing on the Policies and Procedures Manual. I hope to be able to have this on the October agenda as an action item.

Events:

- October 9 – Next Board Meeting at 6:00 PM in the Abel F Atencio Community Room
- December 8 – Mayor Pro Tem Edward Box III has reserved a room at the Casino for the Annual Holiday Party at 5:30 PM. The menu is on the drive.

Meetings Attended:

- Ignacio Creative District Board Meeting & Work Session, Chamber of Commerce General Membership Meeting, work sessions for the finalization of the ELHI lease, and the 7th Annual Green Chile Fest planning meetings and event.
- The Green Chile Fest was a huge success this year! I want to give a huge shout-out to Clark and Sharon who have coordinated this event since it began. The amount of work they both did in preparation for the event as well as at the time of the event (finding sponsors, creating fliers and posters, promotion, coordination, picking up and returning the stage and tents, etc.) was amazing. By comparison to last year, ticket sales for food samples was 1300 last year and 3100 this year. My role was vendor coordinator; last year we had 13 vendors and this year

we had 30. There were two corn-hole tournaments, a kids' zone where Dewey (our Library's bookmobile) and Library staff had story time, and this year we had representation from the Sheriff's Office, Southern Ute Police Department, and Los Pinos Fire Department. I look forward to next year's event.

Miscellaneous:

As a result of conversations at the Board Meeting in August, staff has researched and learned about the Bayfield Transfer Station as an option for our residents to dump their tree clippings. The information was in the newsletter that went out with the September 5 utility bills.

Please contact me with any questions. Thank you.

Tuggy

NOTICE IS HEREBY GIVEN that the Ignacio Town Board of Trustee will host a Public Hearing on September 11, 2023, at 6:00 PM at the Abel F Atencio Community Room, 570 Goddard Avenue, for a New Liquor License Application. This Public Hearing will also be accessible via Zoom; attendees can log onto <https://us06web.zoom.us/j/83368674618> or call 346-248-7799 and enter Webinar ID 833 6867 4618.

Pursuant to the Liquor Laws of the State of Colorado, The Ranch Grill, LLC (85 Goddard Avenue, Ignacio, CO 81137) has requested the licensing officials of the Town of Ignacio to grant a new Hotel and Restaurant Liquor License at 85 Goddard Avenue for On-Premise Consumption. The Managing Officers for this applicant are Cristina Cugini-Clark and Rebecca Cugini-Hawkins.

If you would like to comment on this permit application, please submit your written comments to the Town of Ignacio, PO Box 459, Ignacio, CO 81137 or drop them off at 540 Goddard Avenue in Ignacio. All comments must be received by 5:00 PM on Tuesday, September 5, 2023 for a Public Hearing that will be held on Monday, September 11, 2023 at 6:00 PM in the Abel F Atencio Community Room, 570 Goddard Ave in Ignacio. The date of the Application was July 31, 2023.

Published in the Durango Herald on August 25 and September 1, 2023



Town Managers Report

DATE: September 06, 2023

REPORT PERIOD: August 10, 2023 – September 6, 2023

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

TOWN BOARD MEETING AGENDA ITEMS

VII. NEW BUSINESS:

- A. The Ranch Grill liquor license: Tuggy has information on this agenda item. Please contact her with any questions.

- B. Rock Creek Housing Project Final PUD Plat Review and Project Update: The final plat for the Rock Creek Housing Project PUD Plat is in your packet for review. There have been no substantive changes since the Town Board reviewed and approved the preliminary plat. Street names and Lot and Tract information have been added to the plat. The final plat is approved administratively per the Land Use and Development Code (LUDC) and this is provided for review purposes only. The final plat will not be filed until we have more information on desired housing for this project and in cooperation with infrastructure contractor and their construction schedule.

The Town closed the infrastructure bids on August 21st, and received four (4) bids total. The lowest bidder was Canyon Construction (CC) with a final bid of \$1,644,694. The engineers Opinion of Probable Cost (OPC) was \$1,487,807. SEH reviewed all the bids to ensure compliance with bid requirements and recommended a contract award to CC. An award notice has been issued to CC and contract documents are being finalized. This contracted work is within our project budget and favorable for the project. The bid tab spreadsheet is in your packet. CC anticipates mobilizing and beginning construction work in October and they fully intend to complete the project by the June 2024 substantial completion date.

Town staff removed all excess materials from the site and are working on final removal of the burn pile. SEH and Town staff will manage the construction phase of this project. The next focus will be on housing and there are several interested contractors/builders who are interested in completing builds on this project. I will provide more information to you once I have better construction cost estimates and housing types for your review.

Lastly, we have a ground breaking ceremony schedule for September 14th at 1:30 pm on site. The distributed flyer is in your packet and we have extended invites to all funders and various dignitaries and community members. Please contact me with any questions.

VII.D TOWN MANAGER REPORT

Town Storm Drainage Project: The Town is (still) waiting on final permit approval with CDOT and anticipates starting this project as soon as possible. I continue to work through the CDOT channels to gain permit approval and get this project going. Ideally, we will complete a large portion of this project this year and I will apply for Phase 2 funding for this project in December. Please contact Jeremy or me with any questions.

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

Broadband Initiatives: Town staff continue to meet with the Tribe and contractors working on the broadband network within Town. The schedule is to begin work in September/October time frame and we are preparing an Excavation Permit for this project. We will keep you apprised of this project and the anticipated schedule once finalized. Please contact me with any questions.

Town Activities: Public works staff completed the sewer service work along Goddard and have been working on site cleaning on the Rock Creek and Slaughterhouse properties. The PD has been preparing for school and continuing typical community policing activities. Admin staff have been working on utility billing, payroll and accounts payable and other admin functions. Event work has taken time and energy for Goddard paving, back to school, Chile Fest, CML Outreach meeting and the Tribal Fair parade. Administrative staff have been busy working on the 2024 budget and associated preparation. We are fully staffed and functioning efficiently.

ELHI Lease Agreement: Tuggy and I worked with the Town attorney and ELHI representatives on a new lease for occupancy of the building for one year. We detailed the discussions that were ongoing during our August meeting and utilized the guidance that you provided on lease terms. The ELHI has agreed to cover all utility expenses, and Operation and Maintenance (O&M) expenses below \$1000, and up to a total expense of \$20,000. Expenses incurred by ELHI over \$20,000 will be split by the ELHI and the Town up to \$50,000. O&M expenses over a \$1000 will be considered on a case-by-case basis and split equally between ELHI and the Town. The maximum O&M expense total is \$50,000. This lease can be extended for additional years upon mutual agreement by both parties. There are details in the lease including insurance requirements and other requirements which both parties have agreed to. A signed copy of the lease is in your packet. Please contact Tuggy or I with any questions.

2024 Budget: We will be conducting a work session after the regular meeting to walk you through the draft 2024 budget. This draft includes the 2022 Actuals, which utilizes the 2002 audited data and information. Additionally, the 2023 Budgeted and Estimated data is populated in this draft

and we will continue to refine the Estimated data as we close out the year and in preparation for the final budget approval. The 2024 Budget is primarily numbers from the 2023 budget and we will need to spend time refining estimated revenue, departmental and utility budget revenues and expenses and proposed Capital Improvement project revenues and expenses. Staff salaries and insurance coverages and benefits will also require discussion. Please look this draft budget over and contact Dee, Tuggy or I with any questions.

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

ELHI Discussion (Executive Session): Mayor Craig and I met with ISD representatives to discuss closing concerns with title work associated with the ELHI Lease Purchase Agreement. We will discuss these details during executive session with the Town attorney. Please contact me with any questions.

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

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

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

This Commercial Lease (the "**Lease**") is made on August 15, 2023 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** The Town of Ignacio, a governmental subdivision of the State of Colorado (the "**Landlord**").
2. **Tenant:** The Education, Literacy, Health, Inspiration Association – ELHI (AKA The ELHI Community Center, a non-profit corporation (the "**Tenant**").
3. **Premises:** Landlord is the owner of certain real estate legally described as Subdivision: HALLS FIRST (IGN) Block: 05 Lot: 1 thru Lot 13 115 ½ Ute Street AND Section: 8 Township: 33 Range: 7 TR IN WN / 4 SE / 4, located at 115 Ute Street, Ignacio, Colorado 81137, (the "**Real Estate**"). The Real Estate is improved with a building (the "**Improvements**") (the Real Estate and the Improvements are collectively referred to as the "**Property**"). Landlord hereby leases and demises to Tenant the following Property: Address 115 Ute Street, Ignacio, CO 81137 (the "**Premises**").
4. **Term:** Landlord Leases the Premises to Tenant from twelve o'clock a.m. on the 15th day of August, 2023 and until 11:59 p.m. on the 30th day of June, 2024 (the "**Term**"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent, Tenant shall enjoy quiet possession of the Premises. However, this lease is subject to the Lease Purchase Agreement between the Town of Ignacio and Ignacio School District No 11-JT for the Premises, and if that Lease Purchase Agreement terminates, this Lease shall automatically terminate concurrently.
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 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 (the "**Option**"). Either party may terminate such month to month lease by providing notice to the other no less than 30 days prior to the expiration of the month to month lease term. In the event Tenant desires to exercise the Option for a month to month lease, Tenant shall, at least 60 days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. The written notice must include a proposed termination date for the month-to-month term (for example, the Tenant would like to extend the contract on a month-to-month basis until June 30, 2025). The Landlord shall then respond within 21 days of receipt of such notice indicating whether it agrees to the extension. The original notice and the response shall qualify as a "mutual agreement in writing" for the purposes of exercising 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/CAM Costs/Landlord's Insurance Costs:** 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 60 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, 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. **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.

11. **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 and parking areas on the Premises free and clear of ice and snow.

12. **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

13. **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.

14. **Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises and the

COMMERCIAL LEASE (Page 2 of 11)

Initials: _____
Landlord Tenant

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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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

20. 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.

21. 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.

22. 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.

23. 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

24. 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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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**").

30. 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.

31. 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.

32. 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.

33. 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.

34. 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

35. 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.

36. 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.

37. 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

38. 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.

39. 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.

40. **Fire/Casualty Insurance:** Except as required by paragraph 39, Tenant shall maintain such additional insurance covering the Premises, including what other fire, casualty, liability, personal injury and such other insurance as Tenant may deem prudent.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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

46. **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 46 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 46 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 46 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 46, 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 46. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph 46, 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

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

56. 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.

57. 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.

58. **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.
59. **Time of the Essence:** Time is of the essence of the Lease, and each and all of its provisions.
60. **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.
61. **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.
62. **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 a copy of the approved Minutes of the Board Meeting within five (5) days of the execution of the Lease.
63. **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.
64. **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.
65. **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.
66. **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.
67. **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:

The Education, Literacy,
Health, Inspiration Association, a(n)

A non-profit corporation
[Individual or Type of Entity]

By: Lisa Weber

Its: ELHI Board President

Or
Lisa A Weber
[Signature of Individual]

Date: Aug 31, 2023

LANDLORD:

Town of Ignacio
A Govt subdivision of Colorado, a(n)

Municipality
[Individual or Type of Entity]

By: Clark Creaky

Its: Mayor

Or
[Signature of Individual]

Date: 9/5/2023

GUARANTOR (if applicable):

[Signature]

[Print Name]

Date:

ADDENDUM A



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

ELHI Tenant Lease Packet

Updated August 2023

Tenant Lease Packet Checklist

ELHI Forms:

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

Tenant to provide current documentation of:

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

ELHI Representative Signature:

_____ Date: _____

ELHI Tenant Information Sheet

Organization Name: _____

Primary Contact: _____

Address: _____

City/State/Zip: _____

Organization Phone: _____ Cell Phone: _____

Email Address: _____

Organization Tax ID Number: _____

Person to Contact in Case of Emergency:

_____ Phone Number: _____

_____ Position: _____ Email Address: _____

_____ Address: _____

City/State/Zip: _____

Secondary Contact in Case of Emergency: _____

Phone Number: _____ Position: _____

Email _____ Address: _____

Address:

City/State/Zip: _____

ELHI Tenant Lease

BY THIS AGREEMENT made and entered into on _____, between the Education Literacy Health and Inspiration Association - ELHI, herein referred to as Lessor, and _____

ELHI Tenant Lease

2023

Page 3

herein referred to as Lessee. Lessor leases to Lessee the premises described on ELHI Itemization of Lease, situated at 115 Ute Street, in the City of Ignacio, County of La Plata, State of Colorado for a term of _____, to commence on _____, and to end at 11:59 pm on _____.

1. **Rent** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$ _____ (_____ dollars) per month for the term of this lease payable on the first day of each calendar month, beginning on _____.
2. **Form of Payment** Lessee agrees to pay rent each month in the form of business check, cashier's check, Electronic Funds Transfer (EFT) or money order made out to the "ELHI Association." Rents are to be paid through one of the following methods: (a) in person at the Lessor's Office located at 115 Ute Street, Ignacio, CO, 81137; (b) postmarked by the last day of the month to the Lessor's post office box: PO Box 2084, Ignacio, CO, 81137; or (c) by electronic transfer.
3. **Late Payments** For any rent payment not paid by the first of each month, Lessee shall pay a late fee in the amount of 10% of Lessee's monthly rent. The late fee is due and must be paid by the 10th day of the month. Rental fees not paid for a period of 3 months in any calendar year shall result in termination of the lease and the tenant shall vacate the premises immediately.
4. **Returned Checks** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of thirty-five dollars (\$35.00). After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check, EFT, or money order for payment of rent.
5. **Security and Cleaning/Damage Deposit** On execution of this lease, in addition to first, and last month's rent, Lessee shall deposit with Lessor an amount equal to one month's rent as a cleaning/damage deposit. Deposit shall be held as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by Lessee of the provisions hereof. Upon termination of lease, the Lessor has thirty (30) calendar days to return the deposit, less any damages or fees owed.

6. **Adherence to 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.
- b. Pets shall not be allowed on the property. Certified service animals are allowed.

7. **Use of Premises** The demised premises shall be used and occupied by Lessee exclusively for the uses put forth in the Lessee's tenant application and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for any other purpose without written consent by the Lessor. Lessee shall comply with all Lessor rules as stipulated in

ELHI Tenant Lease

2023 Pa

9 e | 4

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.

8. **Condition of Premises** Lessee stipulates that they have examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order and repair, and of a safe, clean and tenantable condition. To assume occupancy and to document conditions upon this assumption, a walk-through will be performed with the Lessor representative and Lessee representative prior to execution of this lease.

9. **Keys** Lessee will be charged ten dollars (\$10.00) per key initially to the premises and provided an organization-specific alarm code. Keys will be distributed to member organization staff and organization-authorized volunteers and project leaders with written approval of the organization leadership. If all keys are not returned to the Lessor following termination of lease, Lessee shall be charged twenty-five dollars (\$25.00) per key.

10. **Locks** Lessee agrees not to change locks on any door without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

11. **Parking** Any parking that may be provided is strictly self-park and is at owner's risk. No bailment or bailee custody is intended by the Lessor. The Lessor is not responsible for, nor does the Lessor assume any liability for damages caused by fire, theft, casualty, or any other cause

whatsoever with respect to any vehicle or its contents. There will be no overnight parking on the premises without prior permission of the ELHI Association. Maintenance of the parking area will be the responsibility of the Town of Ignacio.

12. Assignment and Subletting Lessee may sublease portions of their space to individuals or groups for purposes consistent with the terms and conditions of this lease. Subleases will be subject to approval by the Lessor upon proposal of the individual or group by the Lessee and shall abide by all the terms of the Lease between the Lessor. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

13. Kitchen Use and Equipment All space/equipment in the ELHI Kitchen is accepted in "as-is" condition. ELHI will 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.

ELHI Tenant Lease

2023 Page

5 of 5

14. 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.

15. Pantry, Refrigerator, and Freezer Use Lessee may store food items in the tenant shared space known as the pantry, and the refrigerators provided by ELHI and labeled for tenant use. Refrigerators/freezers are also provided for short term rentals and day use only. All items stored in this shared space must be stored in proper containers (including plastic bins and lids for all dry goods – no exceptions) and clearly labeled and dated. Using the first in first out (FIFO) rule should always apply. Lessee must inspect all food storage areas to dispose of any out-of-date or compromised foods monthly. In an effort to keep our food storage areas clean and food safe, Lessor can ask Lessee to remove food items temporarily or permanently at the discretion of the

Lessor at any time, giving the Lessee seven days' notice to clear out the items from these common areas. Lessor can also bill Lessee for any hours of cleaning by ELHI Custodial staff, board members or volunteers caused by Lessee's use of the space.

16. Professional Code of Conduct Tenants of the ELHI Community Center must comply with the ELHI mission and vision statements. Tenants must treat each other with respect and any issues that arise should be reported to the ELHI Administration immediately. We are a shared space and common respect to the building, grounds, tenants, community members, and the greater public is expected. ELHI has the right to terminate a contract at our discretion. When feasible, if a tenant has an issue or problem with any other tenant, the tenant agrees to make reasonable effort to resolve the dispute by speaking to the other tenant before reporting it to the Lessor.

17. Alterations and Improvements Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of the Lessor. Requests for permission to undertake leasehold improvements will follow the Lessor's Operating Policies and Procedures Handbook. The Lessor will negotiate directly with the 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.

ELHI Tenant Lease

2023 Page

6 of 6

The Lessee will be responsible for undertaking and funding all leasehold improvements that may be required to carry on its normal course of business, including measures required to meet security needs. Lessee will assume the cost of all permitting, architectural, and legal fees associated with those improvements. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, become the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

18. Damage to Premises If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of its employee, family, agent, or visitor, the premises may be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

19. Dangerous Materials Lessee shall not keep or have on the leased premises any article or substance of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

20. Right of Inspection The Lessor and its agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the

purpose of inspecting the premises and all building and improvements thereon.

21. **Maintenance and Repair** Lessee will, at its sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of its employee, family, agent, or visitor, shall be the responsibility of the Lessor and/or the Town of Ignacio.
22. **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.
23. **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.
24. **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.

ELHI Tenant Lease 2023

Page | 7

25. **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.
26. **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.
27. **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.
28. **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.

29. **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.

30. **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.

31. **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

ELHI Tenant Lease

2023 Pa

Page 8

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: (Signature) _____

Date _____

Board Approval: (Printed Name) _____

Board Approval: (Signature) _____

Date

ELHI Tenant Lease

2023 Po

4 of 9

ELHI Itemization of Lease

Tenant Organization		Alarm Code Assigned:
Room Number(s)	Total Square Footage by Organization:	
Monthly Rent @ \$___ / sq. foot		
1 st Month's Rent		
Phone Charge \$ _____		
Last Month's Rent \$ _____		

Cleaning/Damage Deposit \$ _____	
Number of Keys Issued: Total due for keys (@\$10/each) \$ _____	
	Total due upon signing: \$ _____

Key Distribution

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

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

Tenant Representative: _____ Date: _____

ELHI Representative: _____ Date: _____

ELHI Tenant Lease

2023 Page

10

Key Receipt Acknowledgment

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

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

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

Individual Receiving Key(s)/Code(s) Date

ELHI Representative Date										
Key Code										
# of Keys										

Front door alarm code: _____

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

ELHI Tenant Lease

2023 page

c | 11

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**

Individual Receiving Radio(s) Date

ELHI Representative 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 Ignacio School District may need to enter their space without notice for maintenance and repairs.

Tenant Move-Out

Date: _____

Tenant Move-In

Date: _____

Tenant: _____ Tenant: _____ ELHI

Administration: _____ ELHI Administration: _____

ELHI Tenant Lease

2023 Page

14

ADDENDUM B

TOWN OF IGNACIO UTILITY BILLING POLICY

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

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

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

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

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

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

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

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