



REGULAR MEETING OF THE CITY COUNCIL

City Council Chambers
 448 East 1st Street, Room 190
 City of Salida, Colorado
Tuesday May 22, 2018 6:00 p.m.

The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

- I. REGULAR MEETING CALLED TO ORDER**
- II. PLEDGE OF ALLEGIANCE & ROLL CALL** – Led by Mayor PT Wood
- III. CORRESPONDENCE & REPORTS**
 - a) Upper Arkansas COG Annual Report
 - b) E911 Report
- IV. PRESENTATION**
 - a. Continental Divide Trail Gateway Community-Salida (PT Wood)
 - b. Colorado Creative Industries in Governor’s Office of Economic Development, Space to Create (Margaret Hunt)
- V. CITIZEN PARTICIPATION** – 3-minute time limit. *Citizen participation is for items not on the agenda and for agenda items that are not scheduled public hearings.*
- VI. SCHEDULED ITEMS**
 - 1. Consent Agenda** – (Lynda Travis)
 - a) Approval of Agenda
 - b) Approval of Meeting Minutes-May 08, 2018
 - c) Proposal for Chaffee Shuttle Costs for Summer Season
 - d) Authorize Mayor to Execute Grant Contract with History Colorado State Historical Fund for Caboose#0576 (Project 2019-HA-003)
 - e) Authorize Mayor to execute Grant Contract with DOLA (EIAF 8633) for Multi-Use Facility
 - f) **Bluegrass on the Arkansas, May 26-27, 2018**-Salida Rotary Club
 - ❖ Special Events Liquor Permit for Riverside Park
 - ❖ Amplified Sound Permit
 - ❖ Electricity Use
 - 2. Ordinance 2018-09 SSG Holdings & City of Salida Property Exchange** (Nina Petraro)
 (Continued from April 17, 2018 Regular Meeting)

The order of agenda items listed above are approximate and intended as a guideline for the City Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk, 448 E. 1st Street, Ste. 112, Salida, CO 81201, 719-530-2630 at least 48 hours in advance.

3. **Resolution 2018-22 A Resolution of Substantial Compliance for Buckley Meadows Annexation & Setting a Public Hearing date for July 3, 2018** (Glen Van Nimwegen)
4. **Administrator/Deputy City Clerk Reports**
 - a) City Administrator Report – Larry Lorentzen
 - b) Finance Director-Jodi McClurkin
 - c) Deputy City Clerk – Lynda Travis
5. **Elected Official Reports**
 - a) City Clerk – Alisa Pappenfort
 - b) City Treasurer – Carol Johnson
 - c) City Council – Kasper, Bowers, Brown-Kovacic, Granzella, Critelli, and Shore.
 - d) Mayor – PT Wood

VII. NEW BUSINESS

VIII. OLD BUSINESS

IX. ADJOURN -

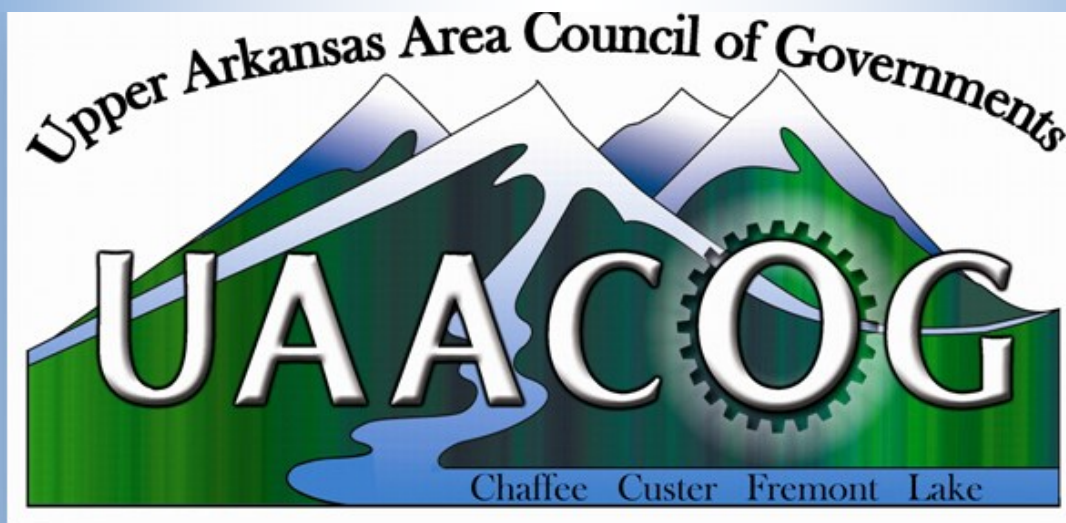
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City Clerk/Deputy City Clerk

Mayor PT Wood

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Upper Arkansas Area Council of Governments Annual Report 2017



The mission of the UAACOG together with the four counties of Lake, Chaffee, Custer and Fremont, is to provide quality services to promote self-sufficiency and healthy lifestyles of individuals and families by enabling them to improve their lives.

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Message from the Executive Director

Judy Lohmes

2017 Year In Review

The program managers and staff worked diligently to provide services to approximately 10078 individuals and families through various programming formats as well as engaging in community development activities. All our programs work to support the organizational mission of promoting self-sufficiency.

Our 2017 accomplishments include the following:

- UAACOG partnered with three other agencies to plan and initiate construction on a 30 unity permanent supported housing project for homeless individuals and families.
- UAACOG housing department management and staff served on the Housing Policy Advisory Committee in Chaffee County and Homeless Coalition committee in Fremont County to work with communities to address the housing crisis in our region.
- UAACOG initiated a mini-grant program to assist counties and municipalities with small community development studies and projects. UAACOG assisted five communities with a total of \$18,775 for small projects.
- UAACOG worked with a broad base of community and business partners to develop apprenticeship opportunities for youth and adults entering the workforce. The apprenticeship initiative will develop work skills for job seekers and a talent pipeline for local business and industry.
- UAACOG administrative staff served with Fremont County Economic Development Corp and business champions to launch a community wellness and behavioral health talent pipeline known as WellSTART.
- UAACOG administrative staff worked with Fremont County, City and ditch company representatives to facilitate mutual discussions regarding stormwater management.
- The overall return on investment for local dollars contributed in 2017, was \$62.23 of services provided for every local government dollar contributed region wide.
- UAACOG staff members are engaged in a number of community initiatives on both a professional and a personal level including service on many local nonprofit boards and committees.
- The Executive Director was honored to be inducted into the Pueblo Community College Hall of Fame.
- The Executive Director is honored to continue to serve on the El Pomar Central Peaks Regional Council.

It is a privilege and an honor to work with the Board and staff at the Upper Arkansas Area Council of Governments. Their dedication to serving our communities and promoting the capacity of families and businesses to achieve more is inspiring.

Women, Infants, and Children (WIC)

The WIC Program is a Supplemental Food and Nutrition Education Program for women who are pregnant or breastfeeding, infants and children up to the age of 5 years. To qualify for WIC, a family must meet income guidelines that are at 185% of poverty, which allows us to serve a broader population than either Medicaid or SNAP. Participants must also have a nutritional risk factor such as anemia or poor weight gain or a factor in which potentially impacts one's nutritional status. Participants receive a nutritional assessment that includes anthropometric measurements, and check of hemoglobin and counseling regarding the assessment. As of Dec. 2017 UAACOG has 1408 participants agency wide.

WIC has launched a campaign to provide timely messages to participants in the form of a text reminder of upcoming appointments as has seen success with reducing missed appointments. The new eWIC card (EBT) has also showed success since its implementation in late 2016.

There were ten vendors serving WIC clients within the UAACOG agency during 2017. The average cost of a food package as of December 2017 is \$78.31. The charts show the amount of food dollars spent by WIC participants per FY2017 per county and per vendor in each county.

2017 saw some significant staffing changes within the department. Laurie Mendon retired from service as the Program Director and High Risk Counselor. Long term WIC team member Marcia Dornhecker took over the role as Program Director making a nearly seamless transition.



Vendor ID	Vendor Name	Annual Redemptions
Chaffee	SAFEWAY	\$4,619
Chaffee	CITY MARKET	\$32,905
Chaffee	WAL-MART	\$41,889
Custer	Lowe's Market	\$10,553
Fremont	SAFEWAY	\$23,808
Fremont	WAL-MART	\$227,593
Fremont	CITY MARKET	\$183,938
Fremont	BIG D SUPER FOODS	\$37,274
Fremont	HILLTOP SUPERMARKET	\$271
Lake	SAFEWAY	\$62,026
TOTAL	ALL	\$624,876

County		Dollars spent in food per County
Chaffee	170	Chaffee \$ 49,852
Custer	39	Custer \$ 5,735
Fremont	1052	Fremont \$ 1,056,701
Lake	147	Lake \$ 17,426
Total	1408	Total \$ 1,129,714

"The first wealth is health." — Emerson

Head Start

The information included in this report deals with our 2016-17 Program Year which runs from July 1, 2016 through June 30, 2017.



PIR (Program Information Report)

The Program Information Report is completed annually for the Office of Head Start and covers the program year of 2016-2017.

Program Information: Fremont County Head Start operates a center-based program, 4 days per week, 5 hours per day for 157 federally funded low-income children and their families. Head Start children are transported to and from the Center daily. In 2017, due to funding, we began picking children up at “bus stops” rather than “door to door”. An additional 16 children and families are serviced utilizing funding from the state Colorado Preschool Program. The CPP children attend 3 days per week for 3.5 hours per day. CPP children are transported to the Center daily in the Head Start bus, and parents pick them up at the end of the day. CPP funding is ½ of federal funding.

<u>Total cumulative enrollment—172</u>	<u>Ethnicity of children</u>	<u>Health Insurance—children at end of year</u>	<u>Primary Language in Family Home</u>
84 income below 100% of federal poverty line	21 Hispanic or Latino origin	151 children enrolled in Medicaid or CHP+	168 English
11 income 100%-130% of federal poverty line	3 American Indian or Alaska Native	18 children with private insurance	3 Spanish
28 received TANF or SSI	131 White	1 child enrolled with other health insurance	1 African Language
5 were foster children	9 Bi-racial/Multi-racial	2 children with no insurance	
36 were homeless	1 Asian		
8 were over-income, enrolled after exhausting income eligible applications	1 Black or African American		
53 Enrolled for second year	1 Native Hawaiian or other Pacific Islander		
	5 Chose not to answer		

During the 2016-17 program year we had 54 children diagnosed with special needs and having an IEP (Individual Education Plan).

- 19 Speech or language impairment
- 1 Hearing impairment
- 34 Non-categorically/developmental delay

166 children have continuous, accessible health care

162 children have continuous, accessible dental care

16 children received mental health services.

38 children were diagnosed by a health care professional with a chronic condition, or weight issues, in the following categories:

- 1 Asthma
- 7 Vision Problems
- 30 (14 children underweight and 16 overweight)

All children received required developmental, sensory and behavioral screenings.

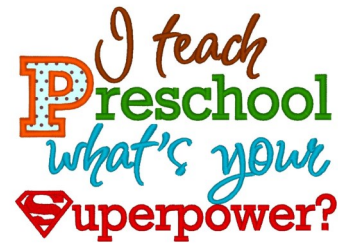
Head Start (continued)

Parent Information

165 separate families were serviced in Head Start.

Employment:

Two Parent/Guardian homes: 91
 58 families with two parents (biological, adoptive, stepparents)
 2 grandparents raising grandchildren
 30 relatives other than grandparents raising children
 1 foster parent
 17 families with both parents employed
 43 families with one parent employed
 31 families with neither parent employed (retired, disabled, unemployment)



Single Parent/Guardian families: 74

41 families with the mother only
 5 families with the father only
 27 relatives other than grandparents raising children
 28 families with parent/guardian employed
 46 families with parent/guardian not working

Currently we have 3 families with at least one parent being a member of the US military

20 families receiving TANF

11 families received SSI
 1 family where one or both parents were in job training or college
 11 families where one parent/guardian is in job training/school
 55 families receiving WIC services
 88 families receiving SNAP
 12 families have a parent(s) with an advanced degree or baccalaureate degree
 68 families have a parent(s) with an associate degree, vocational school or some college
 59 families have a parent(s) with a high school diploma or GED
 14 families have a parent with less than a high school education
 49 "Dads" participated in Fatherhood Initiative activities

PROGRAM HIGHLIGHTS

On-Going Monitoring

- ◇ Fiscal/ERSEA (Eligibility, Recruitment, Selection, Enrollment & Attendance)
- ◇ This review was held February 2-6, 2015. One area of non-compliance in Fiscal was found. The finding was in our Procurement procedure and has been corrected.
- ◇ CLASS Observations: Held March 9-12, 2015. All classrooms in compliance and we scored in the upper 10% CLASS scores nation-wide.
- ◇ Environmental, Health & Safety: Held April 14-15, 2015. No areas of non-compliance.
- ◇ CSSR (Comprehensive Services & School Readiness): Held October 19-22, 2015. No areas of non-compliance.
- ◇ Program Governance, Leadership, Management systems: Held June 28-29, 2016. No areas of non-compliance

The most recent program self-assessment was completed in January, 2018. Report on file at Fremont County Head Start.

Safety Town

Safety Town was held in April, 2017. Over 1000 children and parents visited Safety Town and over \$51,000.00 of non-federal share was collected during these exciting three days.

Staff serving community

Staff continues to serve on many Boards and Councils in Fremont County which assists with our great collaboration efforts and prevents duplication of services. The Boards Head Start is represented on are:

- ◇ ECHO/Family Center Board
- ◇ Fremont County Child Protection Team
- ◇ Canon Literacy Center Board
- ◇ Early Childhood Fatality Team
- ◇ Early Childhood Action Team
- ◇ Early Childhood Mental Health Action Team
- ◇ Early Childhood Behavior Team

Head Start (continued)

Funding Types:

- ◇ DHHS/Administration for Children & Families-- \$1,159,400 (includes Training funds)
- ◇ Colorado Preschool Program—\$43,488
- ◇ Canon City School District Re-1—Special needs funding \$26,000

School Readiness:

Fremont County Head Start utilizes the Teaching Strategies GOLD assessment tool. The TS GOLD assessment system measures children's knowledge, skills and behaviors that is most predictive of school success. Teaching Strategies GOLD aligns with the State Early Learning Standards (Colorado P-12 Standards), as well as, Head Start Child Development and Early Learning Framework. The tool has 38 objectives, including 2 objectives related to English language acquisition. The 36 objectives are organized into nine areas of development and learning:

- ⇒ Social-Emotional
- ⇒ Physical
- ⇒ Language
- ⇒ Cognition
- ⇒ Literacy
- ⇒ Mathematics
- ⇒ Science & Technology
- ⇒ Social Studies
- ⇒ Arts

The two (2) areas related to English Language acquisition are:

- Receptive Language
- Expressive Language



Head Start (continued)

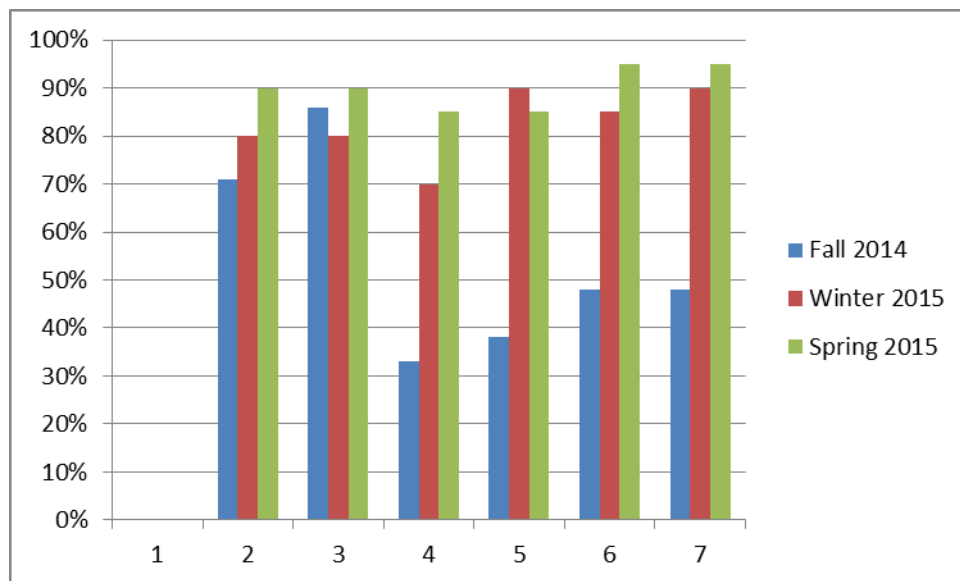
The following charts show children upon entering in the fall, winter data, spring data and the growth range between fall and spring:

Preschool 3 year old data Children 3-4 years old

The percentages shown are # of children meeting/exceeding widely held expectations and the growth range in which this group of children falls.

RE-2

Domain	Fall 2016 Base line	Winter 2017	Spring 2017	Growth Range Fall- Spring
Social-Emotional	71%	80%	90%	43%-57% Meeting growth
Physical	86%	80%	90%	10%-90% Meeting growth
Language	33%	70%	85%	10%-90% Meeting growth
Cognitive	38%	90%	85%	29%-71% Meeting growth
Literacy	48%	85%	95%	19%-81% Meeting growth
Mathematics	48%	90%	95%	19%-81% Meeting growth



Head Start (continued)

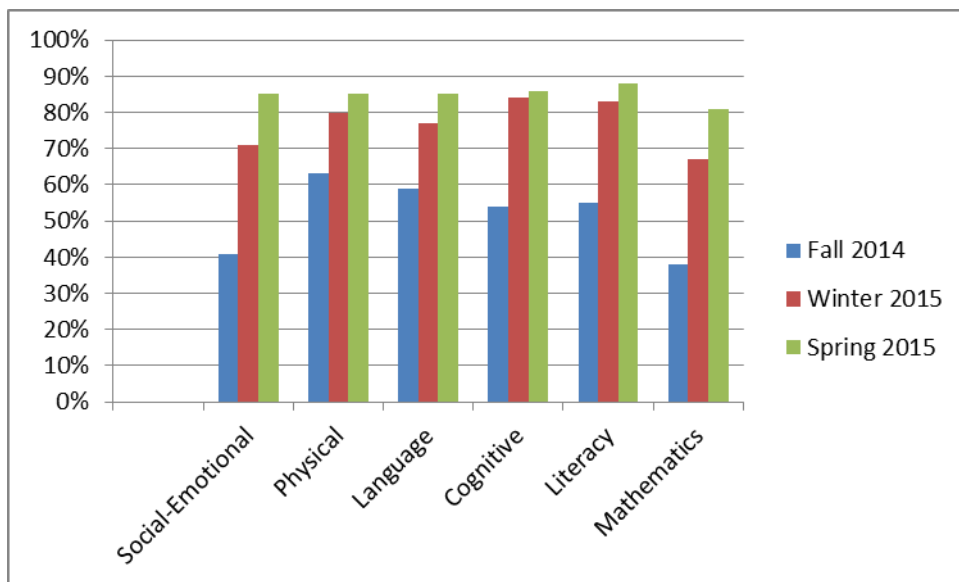
**Domains without widely held expectations
% is # meeting program expectation
RE1 and RE2**

	Fall 2016	Winter 2017	Spring 2017
Science	0%	2%	9%
Social Studies	0%	0	8%
The Arts	0%	0	13%

**Preschool 4 year old data
Children 4-5
RE-1**

The percentages shown are % of children meeting/exceeding expectations

Domain	Fall 2016	Winter 2017	Spring 2017	Growth Range Fall-Spring
Social-Emotional	41%	71%	85%	16%-84%
Physical	63%	80%	85%	7%-93%
Language	59%	77%	85%	15%-85%
Cognitive	54%	84%	86%	7%-93%
Literacy	55%	83%	88%	9%-91%
Mathematics	38%	67%	81%	21%-79%

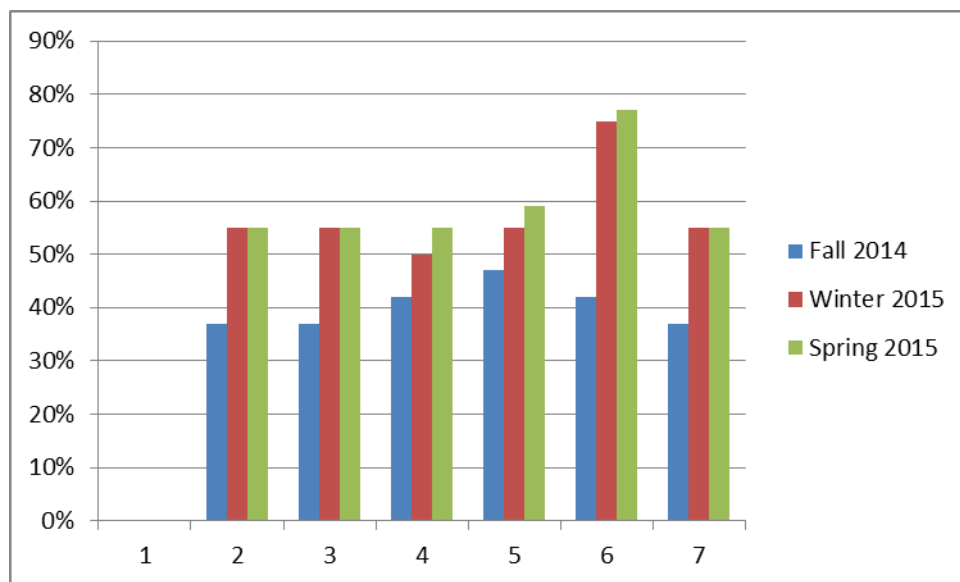


Head Start (continued)

**Preschool 4 year old data
Children 4-5
RE-2**

The percentages shown are % of children meeting/exceeding expectations

Domain	Fall 2016	Winter 2017	Spring 2017	Growth Range Fall-Spring
Social-Emotional	37%	55%	55%	37%-63% Meeting growth
Physical	37%	55%	55%	5%-95% Meeting growth
Language	42%	50%	55%	16%-84% Meeting growth
Cognitive	47%	55%	59%	16%-84% Meeting growth
Literacy	42%	75%	77%	21%-79% Meeting growth
Mathematics	37%	55%	55%	32%-68% Meeting growth



**Domains without widely held expectations
% is # meeting program expectation
Both RE-1 and RE-2**

	Fall 2016	Winter 2017	Spring 2017
Science	16%	5%	43%
Social Studies	16%	7%	18%
The Arts	0%	12%	31%

Workforce Investment

2017	Fremont	Chaffee	Custer	Park **
Budget Expenditures	\$99,486.98	\$8,690.53	\$1,421.00	\$1,900.00
Clients Served	165	13	1	1

****Lake County is not part of the Upper Arkansas Workforce Region**

2017 Services this includes: Workshops, Connecting Colorado Orientations, Labor Market, Resume Prep	Fremont County WFC Services provided	Chaffee County WFC Services provided	Custer County WFC Services provided	Park County WFC Services provided
	167	38	30	94

2017 Services	Total Clients	Entered Occupational (OC) Skills Training	Completed OC Skills Training	Intensive Services	Entered Employment
	180	76	56	273	109

Common Measures 7/1/2015—6/30/2017

Adult	Actual	Standard	% of Standard
Entered Emp Rate	71.01%	67.10%	106%
Retention Rate	84.81%	80.49%	105%
Average Earnings	\$16,407	\$13,226	124%
Dislocated Worker			
Entered Emp Rate	77.61%	67.61%	115%
Retention Rate	75%	83.45%	90%
Average Earnings	\$14,688	\$15,289	96%
Youth			
Placement Rate	80.95%	60.14%	135%
Literacy/Numeracy	9.09%	41%	22%
Degree/Certificate	68%	62%	110%

WIOA Highlights

GED classes are going strong at Head Start. We secured assistance in funding from the Fremont Interagency Oversight Group in the amount of \$10,250.00. We have 44 people who have gone to GED classes and probably average 2 people a week inquiring about GED. We did not get selected for YouthBuild Grant. Work based learning (WBL) is a huge component of WIOA and we have been working with a couple of entities to try and develop some work based learning opportunities to meet our community needs in early childhood care and mental health counseling including Certified Addictions Counselors. We continue to provide outreach to the outer areas of our workforce region however it is difficult in some of these area to find the necessary employment component of WIOA. Over the next couple of years we will try to develop WBL and apprenticeships in an attempt to create more employment opportunities.

Regional Recycling

2017 was an interesting year for the UAACOG Recycling Program. It saw the program branching out to address other issues, in addition to the traditional recycling program. In the regional program, we recycled 828,210 pounds of material. We kept operating costs at .79/per person-per year, in large part due to the other projects we took on that helped pay staff time.

The program was awarded two grants to complete a Regional Waste Study; one from Department of Local Affairs and one from the Department of Public Health and Environment (CDPHE). This resulted in spending lots of time in the landfills in our region to get a picture what is actually being thrown away. Over the course of six months, we completed twelve waste audits. The results showed that 53% of what is entering our landfills can be recycled through existing programs. Despite that, every community exceeded the 10% diversion rate that was set as a goal by the Solid Waste Commission in 2017- (diversion rate being the percentage of waste that is being diverted from a landfill). The following chart shows each county's diversion rate. Where possible, we have compared it to the data from the 2005 Regional Solid Waste Management Study, performed by LBA & Associates.

County	2005 Minimum Diversion Rate	2016 Minimum Diversion Rate	Colorado Statewide Diversion Rate	U.S. Diversion Rate
Chaffee	4.80%	16%	19%	34.60%
Custer	1.30%	15%	19%	34.60%
Fremont	**	12%	19%	34.60%
Lake	6.20%	16%	19%	34.60%

**Fremont County was not a participant in the 2005 Study

It was also very interesting to calculate the amount of waste generated, per person, in each county. While the results may seem surprising, it should be noted that as a community sees an increase in their per-capita income, it is normal to see an increase in their waste generation. Here is the waste generation/per person/per day for the UAACOG Counties:

County	2005 Waste Generation (pounds/person/day)	2016 Waste Generation (pounds/person/day)	Colorado Waste Generation (pounds/person/day)	U.S. Waste Generation (pounds/person/day)
Chaffee	5.10	8.45	9.29	4.40
Custer	4.80	5.62	9.29	4.40
Fremont	**	5.86	9.29	4.40
Lake	3.10	4.69	9.29	4.40

**Fremont County was not included in the 2005 Regional Study

Not only were we able to establish baseline data to show each county met the minimum diversion rate, but we were also able to hold stakeholder meetings in each county to develop a list of funding priorities. You can contact the recycling program if you are interested in knowing more about the regional study.

We also stepped up our efforts with electronics recycling. In 2017, we held four events in Fremont County and one in Custer County. In Custer County, we partnered with Silver Cliff and Westcliffe to hold an event during their community clean-up. The event was well attended by residents and we were able to assist Oak Disposal with their electronics recycling program by loading and transporting their electronics.

Regional Recycling

Once again, Fremont County subsidized the cost of recycling televisions for Fremont County residents. By making it more affordable, we are hoping it decreases illegal dumping. Working with the Fremont County Road & Bridge Department, we added an event the week after Christmas in an attempt to decrease the bump they see in illegal dumping following the holidays. 2017 was a record year in amounts collected. Prior to the county subsidizing the cost of recycling televisions, we collected an average of 4,250 pounds per event-(and only held two events/year). Here are the 2017 numbers:

Event:	Total Recycled:	TVs Recycled (lbs)
2017 Florence	17,125	13,381
2017 Deer Mountain	2,280	1,811
2017 Canon City	16,440	12,516
2017 Post X-mas	5,165	4,950

In the spring of 2017, we assisted Howard Disposal submit a grant application to expand the Material Recovery Facility (MRF) they have established. They were not initially awarded the grant. However, in the fall of 2017, they received notification that CDPHE was going to fund their project. In 2018, they began work on the addition of an optical fiber sorter. This will result in the creation of a minimum of six additional jobs. Howard Disposal continues to be a great partner and it is nice to see that it is a mutually beneficial partnership.

We are looking forward to seeing what 2018 will bring. Here are some photos from 2017.

You cannot beat the view from the Custer Landfill:



Our hard-working audit crew:



Heading home after a long, hot day of sorting trash in Lake County. WAIT, is that snow?

Housing



Home Improvement Loan Program

The Home Improvement Program (Housing Rehab) provides affordable loans for low-income homeowners living in Fremont, Chaffee, Lake, Custer, or Teller counties. The loans are provided to repair owner-occupied homes. CCH partners with the Colorado Division of Housing and the Community Development Block Grant (CDBG) program to provide assistance to homeowners.

Types of housing problems we can help with:

Leaking Roof * Electrical System * Plumbing System * Heating System * Sagging Floors * Leaking Water Line * Septic System * Fire Mitigation * Crumbling Foundation Exterior/Interior Deterioration * Cracking and Peeling Paint * Energy Efficiency Upgrades * Handicapped Accessibility

Home Improvement Program in 2017:

In 2017, the program assisted 12 homeowners in Fremont, Custer, Chaffee, Lake, and Park Counties with a total of \$131,182 in loans. The break down of assistance is:

- Fremont County – eight (8) loans totaling \$80,071 ⇒ **Loans to very low income families – 3**
- Chaffee County – one loan of \$6108 ⇒ **Loans to low income families – 6**
- Lake County – one loan of \$10,273 ⇒ **Loans to moderate income families – 3**
- Custer County – one loan of \$26,243
- Park County – one loan of \$8487

Section 8 Rental Assistance

The Section 8 Rental Assistance program assists qualified participants with rent and utilities. The program is offered in partnership with the Colorado Division of Housing. CCH administers the program in six counties Chaffee, Custer, Fremont, Lake, Park and Teller.

Section 8 in 2017:

Average # of participants (vouchers) and total yearly amount of assistance per county:

County # of Participants		Assistance Amount/Yr.	County # of Participants		Assistance Amount/Yr.
Chaffee	37	\$ 192,504	Custer	8	\$ 29,256
Fremont	182	\$ 980,831	Lake	17	\$107,031
Park	15	\$ 153,598	Teller	28	\$181,415
Total		287			\$1,644,635

Section 8 Homeownership



The Section 8 Homeownership Program is an opportunity for current Section 8 participants to become homeowners. Instead of assisting with the family’s rent each month, they are assisted in paying the mortgage. The mortgage assistance lasts for 15 years. After that time, they are responsible for the full amount. The exception to this rule is for disabled households—they are assisted through the life of the loan. This program is offered in six counties: Chaffee, Custer, Fremont, Lake, Park, and Teller.

Currently, there are 11 families on the Section 8 Homeownership Program.

Park-2

Chaffee-1

Fremont-8



Family Self Sufficiency

The goal of Section 8’s Family Self-Sufficiency (FSS) program is to assist Section 8 participants to become economically self-sufficient and independent of government and community assistance programs. UAACOG’s FSS program is designed to coordinate rental assistance with public and private sector resources in order to help participants achieve their goals and become self-sufficient.



Housing Counseling and Education

Upper Arkansas Area Council of Governments (UAACOG) is a U.S. Department of Housing and Urban Development (HUD) Certified Housing Counseling Agency offering counseling and education in the following areas:

Pre-Purchase (Homebuyer) Counseling and Education

Post-Purchase (Homeowner) Counseling

ID Theft Prevention and Recovery Counseling and Education

Foreclosure Prevention Counseling

Credit/Budget (Financial) Counseling and Education

The Housing Counseling Program serves Chaffee, Custer, Fremont, Gunnison, Hinsdale, Lake, Park, Rio Grande, Saguache and Teller Counties.

Housing Counseling in 2017 (New clients - not counting previous year's clients who continue counseling):

Homebuyer Education - Clients served - 167

Pre-Purchase Counseling - Clients served - 53

Foreclosure Prevention - Clients served - 28

Post Purchase - Clients served - 7

Financial Literacy Workshop - 24

*Exerting/ongoing clients - 24

New Clients by County	
Fremont - 164	Chaffee - 21
Custer - 3	Lake - 2
Other Counties (Homebuyer Ed only) - 89	

Program Funding

- Homebuyer Education receives ongoing funding (fee-for-service) from the Colorado Housing Finance Authority (CHFA) to provide monthly pre-purchase education workshops.
- Homebuyer Education also receives ongoing funding (fee-for-service) from eHome America to provide follow-up counseling to participants who take their online homebuyer education workshop (this is required by HUD).
- Housing Counseling received a grant from NeighborWorks under the Project Reinvest: Financial Capability program. Funds are used to offer both group training/workshops and one-on-one counseling. We are a sub-grantee of CHFA.
- Housing Counseling received a HUD Housing Counseling grant award in the amount of \$26,100. We are also a sub-grantee of CHFA.

Mutual Self Help Housing

⇒ We had no Mutual Self Help Housing Activity in 2017.

502 Loan Program

The 502 Direct Loan program is a first-time homebuyers mortgage program that CCH offers in partnership with USDA/Rural Development and the Rural Community Assistance Corporation (RCAC). The program is for home-buyers in rural areas with annual incomes less than 80% of the area medium income. CCH packages loans for the program to potential homeowners in Chaffee, Custer, Fremont and Lake Counties.

By the end of 2017 the program received nine applications and closed two loans. The others are pending.

- ◇ Fremont County – 1
- ◇ Custer County – 1



Area Agency on Aging

Mission:

The Upper Arkansas Area Agency on Aging will assist seniors (age 60+) throughout the region in maintaining health, dignity, independence and quality of life through education, advocacy, coordination and delivery of services and programs.

Vision:

United together to achieve a better future for our communities and the seniors we serve.

Who is eligible?

All persons 60 years of age or older. The grandparent caregiver program is ages 55 and older. Priority is given to those in greatest economic and social need.

Whether you or someone you know is an older adult, or a caregiver concerned about the well-being and independence of an older adult, the Area Agency on Aging (AAA) is here to help. The Upper Arkansas Area Agency on Aging serves communities in Lake, Chaffee, Custer and Fremont counties, and coordinates services that help older adults remain in their home – if that is their preference – aided by services such as home delivered meals, homemaker assistance and a variety of other programs & services making independent living a viable option. By making a range of options available, the Upper Arkansas Area Agency on Aging makes it possible for older individuals to choose the services and living arrangement that suit them best. Were it not for our dedicated Volunteers, programs such as home delivered meals would not be possible.

Our agency offers programs that make a difference in the lives of all older adults...from the frail older person who can only remain at home if they receive the right services to those who are healthy and can benefit from the activities and socialization provided by community-based programs & services.

The services available through the Upper Arkansas Area Agency on Aging fall into five broad categories:

- Information and Access Services
- Community-Based Services
- In-Home Services
- Elder Rights
- National Family Caregiver Support Program



Long-Term Care (LTC) Ombudsmen advocate the rights of residents in nursing homes and assisted living facilities, investigate and assist residents to resolve complaints. The AAA is fortunate to have dedicated Volunteer Ombudsmen to assist the program in achieving our goals.

ADRC- In April 2012 the Upper Arkansas Area Agency on Aging was officially designated an ADRC (Aging and Disability Resources for Colorado) site. As part of the

federal Aging & Disability Resource Center program, the overall goal of the Upper Arkansas Area Agency on Aging ADRC is to empower individuals to successfully navigate options for general long-term supports such as in-home, community-based, and institutional services and programs. The Upper Arkansas Area Agency on Aging provides direct services and contracts with local providers to furnish other services in the community.



Colorado Choice Transitions (CCT) is a program delivered through the ADRC that supports the transition of nursing home residents who wish to return and live in their community. ADRC Options Counselors go to the nursing home to explain the choices and options for residents and make referrals to agencies who work with the resident to create a transition plan.

In addition to administering the Older Americans Act grant funds for programs & services in Lake, Chaffee, Custer and Fremont Counties, the Area Agency on Aging also receives funding from the State of Colorado to administer the Older Coloradans Programs, aka State Funding for Senior Services (SFSS). The wide range of services and funding sources managed by the Upper Arkansas Area Agency on Aging enables us to direct consumers to service choices that meet their individual needs. The agency plays a pivotal role in assessing community needs and developing programs that respond to those needs. The agency also advocates for improved services for older persons and their families.

Area Agency on Aging

	Region XIII Totals	County			
		Chaffee	Custer	Fremont	Lake
2017 Expenses	\$1,038,590	\$238,876	\$62,316	\$633,539	103,859
2017 Meals Served	48,306	13916	4,292	23,551	6,547
Congregate	29,782	2753	3,735	20,741	2553
Home-delivered	18,524	11,163	557	2,810	3994
2017 Service Units	10,522	2826	1404	6206	86
(Other than C-1 & C-2)					
2017 Aggregate Units*	29,635	6816	1778	18,077	2964
2017 Persons Served	1470	349	202	779	140
Total Units of All Services	88,463	23,558	7474	34,625	9597

*Aggregate Units = Information & Assistance, Legal Services, Nutrition Education, Nutrition Counseling, Outreach

LTC Ombudsman Contacts 361
 (14 facilities. 7 Nursing Homes
 & 7 Assisted Living Residences)



In-kind Contributions	Dollars	Hours
Congregate	\$94,827	11,853
Home-delivered	\$34,384	4,298
Caregiver	\$14,077	1,760
Transportation	\$9,449	1,181
Legal	\$975	122
Ombudsman	\$10,858	1,357
Total In-kind	\$164,570	20,571

Transportation

UAACOG is the fiscal agent for 5311 funding. We administer the grant to two transit providers, Wet Mountain Valley Rotary Community Services of Custer County and Golden Shuttle/Fremont County Transit of Fremont County. Providers currently offer demand-response service in their counties and surrounding areas.

	Total	UAACOG	Wet Mountain	Fremont County Transit
Federal Funds	\$192,610	\$47,500	\$29,610	\$125,000
Match UAACOG	\$9500	\$9500		
Match Provider	\$154,610		\$29,610	\$125,000
Trips	13,410		2,714	10,695
Hours	9,168		2,351	6,817
Miles	137,848		55,612	82,236

UAACOG receives the Community Services Block Grant funds for the region and subcontracts funds to

Community Services Block Grant

Lake, Custer, and Chaffee Counties. The funds The Federal Objective in all of the counties is Emergency Services in 2017 determined by each of the counties. UAACOG provides direct services to Fremont & Chaffee County residents. The funds are used for rent to prevent eviction, mortgage payments, utilities, food, eye glasses, prescriptions, auto repairs, dental and varies other services.

The total number of the family served in our counties in 2017 was 192; the number of individuals in the household was 470.


	Fremont	Chaffee	Custer	Lake	UAACOG	Total
Administration					\$52,764	\$52,764
Client Dollars Spent	\$49,667	\$32,,133	\$11,800	\$16,817		\$110,417
Families Assisted	87	50	30	25		192

7. APRIL, 2017
DANA JUDY CALVERTON & CSBG

THANK YOU FOR HELPING IN A TIME OF NEED. YESTERDAY, I DROVE AWAY IN MY HIGH MILEAGE VEHICLE WITH CONFIDENCE, KNOWING THAT THE NEW TIMING BELT AND WATER PUMP WOULD BE COUNTED UPON FOR ANOTHER 60,000 MILES.

IT IS BECAUSE OF YOUR ORGANIZATION AND GENEROSITY THAT A DISASTER WAS PREVENTED BEFORE ANYTHING BROKE DOWN PERMANENTLY.

SENDING APPRECIATIVE REGARDS,



Emergency Food Assistance Program

UAACOG provides administrative services and client services for the TEFAP program in Fremont County. UAACOG staff place the food orders, arrange for delivery and storage of food, recruit volunteers to help with the distribution of the food, determines client eligibility, arranges for publication of distribution dates and locations, and staffs the distribution events.

During 2017 we held 12 monthly distributions at two locations. We have been delivering food to one location in the west end of the county throughout the year in addition to the regular distribution in Canon City.

2017 TEFAP – Fremont County

Total Number of Participants: 2447 households 5018 individuals

89,148 pounds of food (44.574 tons) was distributed in Fremont County during this period.

The estimated retail value of this food, based on store brand comparisons at Wal-Mart, Safeway, and City Market is \$218,815.

In addition we acquired and distributed 2200 pounds of meat, 8000 pounds of vegetables, and 800 75 watt LED light bulbs from other sources valued at \$19,797 based on retail prices a local grocery and hardware stores.

We received \$12,500 from Fremont county to supplement the operating expenses of providing the program. This represents a return of \$19.09 for each dollar spent.



Central Colorado Enterprise Zone (CCEZ)

Central Colorado E Z 2017 Goals


- **Improve per capita income**
- **Improve the proportion of non-residential assessed valuation**
- **Improve employment and employment opportunities**

Business Certifications and Tax Credits

Total businesses certified by Zone Administration - 197
 Total Investment Tax Credits - \$919,136
 Total New Employee Credits - \$183,861
 Employer Provided Health Insurance Credits - \$0
 Job Training Credits - \$36,070
 Vacant Commercial Building Rehabilitation Expenditures Credits - \$0
 Total Business Tax Credits Certified by Zone Administration \$1,139,067

Contribution to Eligible Projects Tax Credits

Total E Z Tax Credits to Contributors for their Contributions to Zone Projects \$141,244
 C C E Zone’s 18 projects maximize State project eligibility potential in the UAACOG plus Park County area.

Colorado Mountain College*	Total individual contributions processed – 471
St. Vincent Hospital Foundation	
Lake County Economic Development Corp	Total Contribution Tax Credits – \$141,244
National Mining hall of Fame and Museum	
Tabor Opera House	Total Contributions – \$644,290
Chaffee County Economic Development corp.	
Salida Hospital Foundation	
Colorado Mountain College in Chaffee County*	
Chaffee County Habitat for Humanity	
Bell Tower Cultural Center-Florence	
Pueblo Community College* & SBDC	
West Custer Co. Community Medical Center	
Loaves and Fishes Ministries of Fremont County	
UAACOG*	
Fremont Economic Development Corp.	
St. Thomas More Health Foundation	
Rialto Theater by FACT in Florence	
Canon City River Recreation	
Pueblo Community College* Fremont Campus	

Upper Arkansas Area Development Corporation

The UAADC is a local non-profit organization created by and operating under the direction and administration of the Upper Arkansas Area Council of Governments to provide financing assistance to new and expanding for-profit businesses in these counties:

- ⇒ Chaffee
- ⇒ Lake
- ⇒ Custer
- ⇒ Fremont
- ⇒ Park
- ⇒ Teller

Each County is represented on our six-member Loan Committee Board.

UAADC financing programs are not intended to compete with or replace private sector financing. A genuine effort to secure private financing is required of all borrowers. We provide gap financing along with a bank, and direct financing without bank participation;

UAADC & CSFS 2017 Annual Report of Loans

<u>Loan Type</u>	<u>County</u>	<u>Loan Amount \$</u>	<u>Jobs Created / Retained</u>
Downtown Retail	Chaffee	29,170	1.5 / 0
Retail	Chaffee	67,280	1 / 5
Brewery	Fremont	21,002	3 / 3
Small vehicle repair	Custer	61,325	0.5 / 2
Personal fitness	Fremont	38,955	4 / 0
TOTAL =		\$ 217,732	10 / 10

2017 NOTES: UAADC Board direction and discussion activities included: introduction to the Colorado State Forest Service Wood Utilization and Marketing Program; Board direction on origination fees charged to current borrowers obtaining a second loan; Board affirmation on email process for Board review and decision on modified existing loans; Board direction/policy on debt service coverage ratio requirement on repayment of other lenders in UAADC loan projects; Board discussion of applicability of Community Reinvestment Act involvement by members.

Budget

UAACOG Annual Budget for 2017

The UAACOG annual budget takes into account all programs that were in effect for the year of 2017. Many of these programs started in fiscal year 2015 but continued into fiscal year 2017.

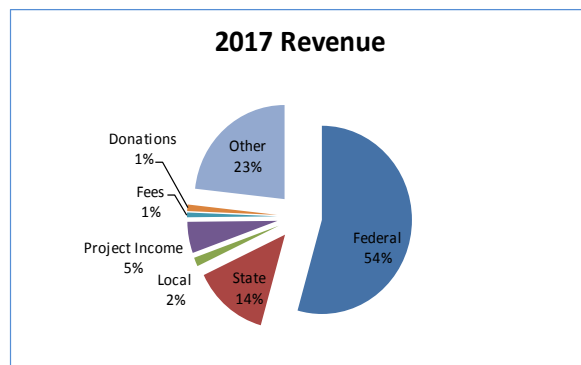
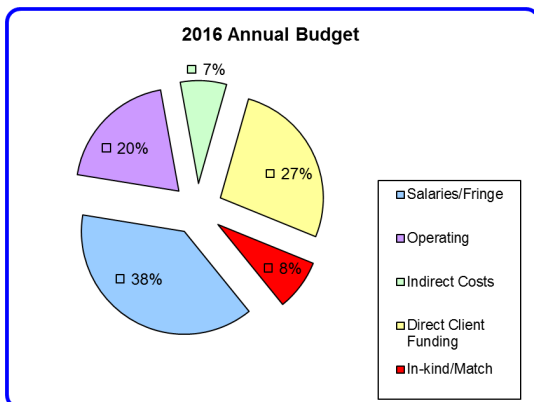
The budget expenditures are balanced with the income to be received.

Each program is given an allocation, from their funders, and the budgets are prepared from those allocations.

The annual budget information combines all expense and revenue reports for each program.

UAACOG Annual Budget 1-1-17 to 12-31-17

UAACOG Annual Budget		REVENUES	
		Federal	3576005
		State	893867
		Local	100654
		Project Income	353091
Salaries/Fringe	2436674	Fees	53488
Operating	1490486	Donations	73702
Indirect Costs	526246	Other	1528394
		Total	6579201
Direct Client Funding	2125795		
In-kind/Match	559880		
Total	7139081		



Expenditures by Location

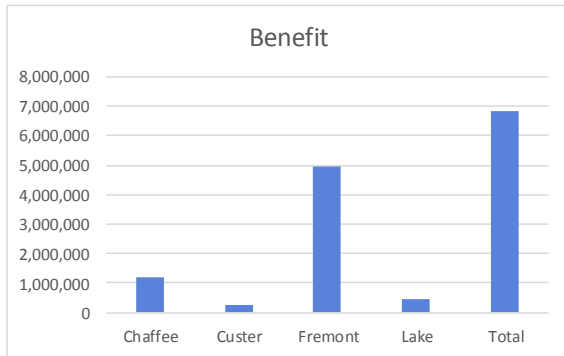
SUMMARY OF ECONOMIC IMPACT OF UAACOG PROGRAMS

The varying programs and services of UAACOG contribute to the communities of the region in both tangible and intangible ways. The intangible ways are difficult to define but may be described as contributing to the community through participation, influence and heart. The tangible aspects can be evidenced through the economic impact to the communities. The following table contains a summary of the resources expended in the Upper Arkansas Region by community and category. The total in-kind contributions to UAACOG for 2017 was \$657,056 and the total direct payments made are shown below.

TOTAL VENDOR AND GROSS PAYROLL PAID IN 2017

	VENDORS	GROSS PAYROLL	TOTAL Per City
Total Payments	\$2,685,689.44	\$2,112,395.55	\$4,798,084.99
Total Out-of-State payments	\$379,076.65	\$982.93	\$380,059.58
Total CHAFFEE COUNTY	\$158,076.58	\$282,306.99	\$440,383.57
Buena Vista	\$31,765.27	\$134,849.97	\$166,615.24
Nathrop	\$428.20	\$0.00	\$428.20
Poncha Springs	\$4,132.81	\$0.00	\$4,132.81
Salida	\$121,750.30	\$147,457.02	\$269,207.32
Total CUSTER COUNTY	\$91,825.58	\$53,279.45	\$145,105.03
Silver Cliff	\$1,681.92	\$14,995.20	\$16,677.12
Westcliffe	\$86,199.06	\$1,140.20	\$87,339.26
Wetmore	\$3,944.60	\$37,144.05	\$41,088.65
Total FREMONT COUNTY	\$825,049.22	\$1,726,385.19	\$2,551,434.41
Canon City	\$488,834.53	\$1,389,989.30	\$1,878,823.83
Coal Creek	\$1,206.17	\$0.00	\$1,206.17
Coaldale	\$1,215.33	\$0.00	\$1,215.33
Cotopaxi	\$13,494.20	\$13,526.79	\$27,020.99
Florence	\$257,328.46	\$177,274.56	\$434,603.02
Howard	\$1,778.48	\$43,838.51	\$45,616.99
Penrose	\$57,024.21	\$101,756.03	\$158,780.24
Rockvale	\$2,165.76	\$0.00	\$2,165.76
Texas Creek	\$1,585.50	\$0.00	\$1,585.50
Williamsburg	\$416.58	\$0.00	\$416.58
Total LAKE COUNTY	\$56,017.01	\$34,776.39	\$90,793.40
Leadville	\$56,017.01	\$34,776.39	\$90,793.40
Total PARK COUNTY	\$1,801.83	\$0.00	\$1,801.83
Fairplay	\$13.00	\$0.00	\$13.00
Alma	\$1,788.83	\$0.00	\$1,788.83
Total TELLER COUNTY	\$2,764.41	\$0.00	\$2,764.41
Cripple Creek	\$2,178.04	\$0.00	\$2,178.04
Victor	\$3.72	\$0.00	\$3.72
Woodland Park	\$432.65	\$0.00	\$432.65
Florissant	\$150.00	\$0.00	\$150.00
Total OTHER COUNTIES	\$1,171,078.16	\$14,664.60	\$1,185,742.76

DASHBOARD

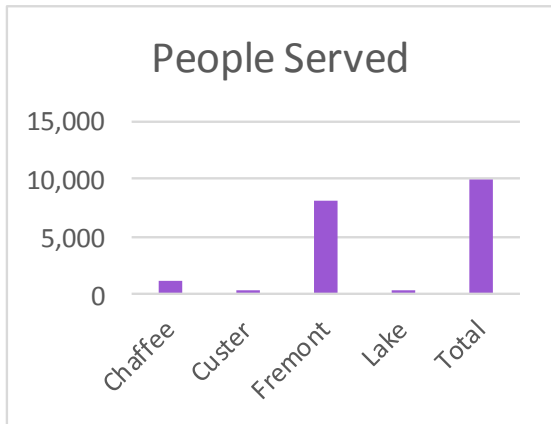
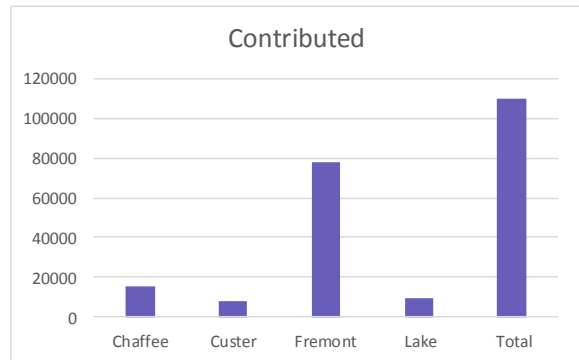


Benefit

Chaffee	1,189,068
Custer	249,168
Fremont	4,967,734
Lake	439,308
Total	6,845,278

Contributed

Chaffee	15143
Custer	7533
Fremont	77710
Lake	9605
Total	109991

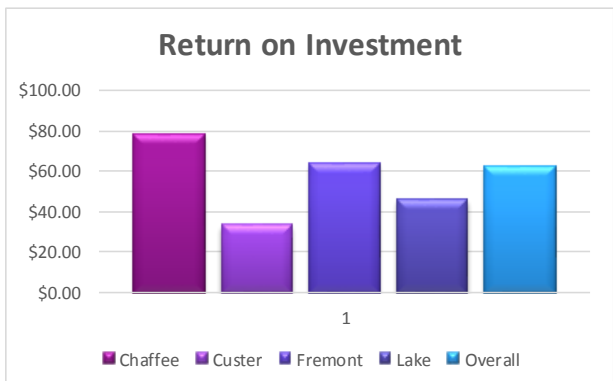


People Served

Chaffee	1,180
Custer	408
Fremont	8,131
Lake	359
Total	10,078

Return on Investment

Chaffee	\$78.52
Custer	\$33.08
Fremont	\$63.93
Lake	\$45.74
Overall	\$62.23



CHAFFEE COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY

MONTHLY BUDGET REPORT - MARCH 31, 2018

		2018	YEAR TO	VARIANCE
		AMENDED	DATE	(OVER)
<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>UNDER</u>
				<u>BUDGET</u>
BEGINNING FUND BALANCE	392,325.40	392,325.40	392,325.40	-
Less General Fixed Assets	48,212.00	48,212.00	48,212.00	
Fund Balance Less Fixed Assets	344,113.40	344,113.40	344,113.40	
REVENUES				
\$1.40 Per Service Collections	300,000.00	300,000.00	47,706.40	252,293.60
Prepaid Wireliess Revenue	7,000.00	7,000.00	1,146.73	
Transfers from Capital Reserve	11,400.00	11,400.00		
Less 2% Service Venders Fee	(5,700.00)	(5,700.00)	(951.93)	(4,748.07)
Net Service Collections Received	312,700.00	312,700.00	47,901.20	247,545.53
Interest Income	760.00	760.00	3.91	756.09
TOTAL REVENUE	313,460.00	313,460.00	47,905.11	248,301.62
EXPENDITURES				
Centurylink Services Network Fee	12,500.00	12,500.00	2,810.50	9,689.50
Equipment Maintenance	4,820.00	4,820.00	-	4,820.00
Audit	2,500.00	2,500.00	2,500.00	-
Accounting-Dawn Wassel	2,000.00	2,000.00	500.00	1,500.00
Advertising	225.00	225.00	-	225.00
Training Expense	1,000.00	1,000.00	657.81	342.19
Travel Expense	1,000.00	1,000.00	-	1,000.00
Office Supplies & Postage	50.00	50.00	44.65	5.35
Post Office Box Rent	60.00	60.00	-	60.00
Reverse 911	8,500.00	8,500.00	-	8,500.00
Dispatch E911 Dedicated Personnel	188,715.00	188,715.00	15,726.25	172,988.75
Supplies	422.00	422.00	-	422.00
Capital Outlay Backup Distpatch Center	2,000.00	2,000.00	-	2,000.00
Capital Outlay - Radio Payment	44,190.00	44,190.00	-	44,190.00
Capital Outlay - 911 Payment	-	-	-	-
Depreciation	45,478.00	45,478.00	-	45,478.00
Transfers to Capital Reserve	-	-	-	-
TOTAL EXPENDITURES	313,460.00	313,460.00	22,239.21	291,220.79
ENDING BALANCE	344,113.40	344,113.40	369,779.30	
Net Income (Loss)	-	-	25,665.90	
March 31, 2018, Bank Balances				
General Fund		85,730.99		
Capital Reserve Fund		169,376.82		
		255,107.81		

Sheriff's Office Payment - MARCH 2018

		Gross	Adm. Fee	Net	Month
Access Point, Inc.	5	7.00	-	7.00	Feb. 2018
ACN Communications	1	1.40	0.03	1.37	Jan. 2018
ACN Communications	1	1.40	0.03	1.37	Jan. 2018
ACN Communications	1	1.40	0.03	1.37	Jan. 2018
ACN Communications	1	1.40	-	1.40	Feb. 2018
Applewood Communications Corp.		-	-	-	
At&t Comm. Of Mtn. States		-	-	-	
AT&T Corp.	16	22.40	0.45	21.95	Feb. 2018
Bandwidth, Com, Inc.	8	11.20	0.22	10.98	Feb. 2018
Birch Communications, Inc.		-	-	-	
Blue Jay Wireless, LLC		-	-	-	
Boomerang Wireless, LLC	5	7.00	0.14	6.86	Feb. 2018
Bresnan Broadband Holdings	2026	2,836.40	56.73	2,779.67	Jan. 2018
Bresnan Broadband Holdings	2007	2,809.80	56.20	2,753.60	Feb. 2018
BullsEye-Bill Soft Services, Inc.		-	-	-	
Cellular Inc, Network Corp.		-	-	-	
Century Link	993	5,439.00	108.99	5,330.01	Feb. 2018
Charter Communications		-	-	-	
Commnet Cellular Inc.	7,700	10,780.00	215.60	10,564.40	Feb. 2018
Consumer Cellular		-	-	-	
Cricket Communications		-	-	-	
DishNET Wireline, LLC(formerly Liberty Bell)		-	-	-	
Globalstar USA, LLC		-	-	-	
Google, Inc.		-	-	-	
Granite Telecommunications, LLC	50	70.00	1.40	68.60	Feb. 2018
GreatCall, Inc/Jitterbug	76	106.40	-	106.40	Feb. 2018
Hughs Network Systems LLC	18	25.20	0.50	24.70	Feb. 2018
Intelafone, LLC		-	-	-	
iLoka, Inc. dba New Cloud Networks		-	-	-	
Interface Security Systems, LLC	1	1.40	0.03	1.37	Feb. 2018
Ionex Communications North, Inc.		-	-	-	
IP Networked Services	1	1.40	0.03	1.37	Feb. 2018
Jive Communications, Inc.	1	1.40	-	1.40	Feb. 2018
Level 3 Communications, LLC	22	15.40	0.31	15.09	Feb. 2018
Lingo, Inc.		-	-	-	
Matrix Telecom, Inc.		-	-	-	
MCI Metro Access	5	7.00	0.14	6.86	Feb. 2018
McLeod		-	-	-	
Nextiva, Inc.	30	42.00	-	42.00	Feb. 2018

Sheriff's Office Payment - MARCH 2018

		Gross	Adm. Fee	Net	Month
New Cingular Wireless	2452	3,432.80	68.66	3,364.14	Feb. 2018
Nextel West Corp.		-	-	-	
NOS Communications, Inc.	0	-	-	-	Feb. 2018
Ooma, Inc.	65	91.00	-	91.00	Jan. 2018
Ooma, Inc.	57	79.80	-	79.80	Feb. 2018
Prepaid Wireless		550.16	-	550.16	Feb. 2018
Ready Wireless	11	15.40	0.31	15.09	Jan. 2018
Ready Wireless	7	9.80	0.20	9.60	Dec. 2017
Ready Wireless	7	9.80	0.20	9.60	Feb. 2018
Republic Wireless Inc.	6	8.40	0.17	8.23	Jan. 2018
Republic Wireless Inc.	6	8.40	0.17	8.23	Feb. 2018
Ring Central		-	-	-	
Sangoma US, Inc.	2	2.80	0.06	2.74	Jan. 2018
Sangoma US, Inc.	2	2.80	0.06	2.74	Feb. 2018
Spectrotel, Inc.	1	1.40	-	1.40	Jan. 2018
Sprint Nextel		-	-	-	
Sprint Spectrum, L.P.	32	44.80	0.90	43.90	Feb. 2018
T-Mobile West		-	-	-	
Telesphere Networks, Ltd.		-	-	-	
Ting, Inc.	0	-	-	-	Feb. 2018
TracFone Wireless, Inc		-	-	-	
Viaero Wireless	3	4.20	-	4.20	Feb. 2018
ViaSat, Inc.	30	42.00	0.84	41.16	Feb. 2018
ViaSat, Inc.		-	-	-	
Velocity, The Greatest Phone Co Ever, Inc	2 X	1.40 2.80	-	2.80	Jan. 2018 & Feb. 2018
Verizon - Cellular Inc. Network Corp.		-	-	-	
Verizon - Sangre De Cristo Cellular		-	-	-	
Voicepipe Communications, Inc.		-	-	-	
Vonage America, Inc.	22	30.80	0.62	30.18	Jan. 2018
Vonage America, Inc.	20	28.00	0.56	27.44	Feb. 2018
Vonage Business Solutions, Inc.	47	65.80	1.32	64.48	Jan. 2018
Vonage Business Solutions, Inc.	46	64.40	1.29	63.11	Feb. 2018
WDT Wireless, Inc.		-	-	-	
WWC Holding Co. (Verizon)		-	-	-	
YMAX Communications Corp	12	16.80	0.34	16.46	Feb. 2018
Working Assets Funding Services, Inc.		-	-	-	
Totals	⁸ 15,797.00	26,699.36	516.53	26,184.23	
Payment to Sheriff's Office		26,700.74		550.16	Direct deposit in Mar.. 2018
				25,634.07	Total Deposit Mar. 2018



**PROCLAMATION
CITY OF SALIDA, COLORADO**

WHEREAS, the Continental Divide Trail, recognized as the King of Trails, stretches 3100 miles along the backbone of America from Mexico to Canada and provides access to some of the most wild and scenic places left in the world; and

WHEREAS, the City of Salida and Continental Divide Trail Coalition recognize that communities along the Continental Divide Trail are important partners for the sustainability of the Trail; and

WHEREAS, the City of Salida and Continental Divide Trail Coalition further recognize that Salida provides important access to the Continental Divide Trail for nearby citizens, thousands of regional visitors, and long distance hikers; and

WHEREAS, the City of Salida has applied for and received designation from the Continental Divide Trail Coalition as a Continental Divide Trail Gateway Community; and

WHEREAS, this designation will act as a catalyst for enhancing economic development, engaging Salida area citizens as Trail visitors and stewards, and helping community members see the Trail as a resource and asset.

NOW, THEREFORE, the City of Salida and Continental Divide Trail Coalition do hereby proclaim Salida as a Continental Divide Trail Gateway Community, and urge all Salida area citizens to support the Trail through appropriate programs, activities, celebrations, and hospitality for its visitors.

IN WITNESS THEREOF, we have hereunto set our hands this 22nd day of May, 2018.

PT Wood, Mayor
City of Salida

Teresa Martinez, Executive Director
Continental Divide Trail Coalition



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 8, 2018:

AGENDA ITEM NO. VI. - 1.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Lynda Travis
------------------------------------	--	--------------------------------------

ITEM:

Consent Agenda

BACKGROUND:

Elected Officials,

The Consent Agenda is listed below with additional details being provided for any Event Requests. For more complete information regarding any event please refer to the attached Park Application(s) and any supporting documentation (i.e. cover letters).

I. SCHEDULED ITEMS

1. Consent Agenda – (Lynda Travis)

- a) Approval of Agenda
- b) Approval of Meeting Minutes-May 08, 2018
- c) Proposal for Chaffee Shuttle Costs for Summer Season
- d) Authorize Mayor to Execute Grant Contract with History Colorado State Historical Fund for Caboose#0576 (Project 2019-HA-003)
- e) Authorize Mayor to execute Grant Contract with DOLA (EIAF 8633) for Multi-Use Facility
- f) **Bluegrass on the Arkansas, May 26-27, 2018-Salida Rotary Club**
 - ❖ Special Events Liquor Permit for Riverside Park
 - ❖ Amplified Sound Permit
 - ❖ Electricity Use

ADDITIONAL INFORMATION AND/ OR FISCAL NOTE:

“Fiscal Notes” for items on the Consent Agenda are included within the staff report for each item.

STAFF RECOMMENDATION:

To combine and approve the items on the Consent Agenda.

SUGGESTED MOTIONS:

A Council Member should “Motion to combine and approve the items on the Consent Agenda.” Followed by a second and a roll call or voice vote.



REGULAR MEETING OF THE CITY COUNCIL

City Council Chambers
 448 East 1st Street, Room
 190
 City of Salida, Colorado
Tuesday May 8, 2018 6:00 p.m.

The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

I. REGULAR MEETING CALLED TO ORDER

II. PLEDGE OF ALLEGIANCE – Led by Mayor PT Wood

III. ROLL CALL – Mayor PT Wood

Present: Harald Kasper, Mike Bowers, PT Wood, Dan Shore, Rusty Granzella and Justin Critelli

Absent: Cheryl Brown-Kovacic

IV. PRESENTATION

A. Arbor Day Proclamation – Mayor PT Wood

❖ Mayor Wood read aloud the Arbor Day Proclamation

B. Family Youth Initiatives (FYI)-Dibby Olsen

❖ Several youth presented from Communities that Care Youth Advisory Council

V. CITIZEN PARTICIPATION – 3-minute time limit. *Citizen participation is for items not on the agenda and for agenda items that are not scheduled public hearings.*

Jim Miller of Salida, praised the Salida Police Department for their professionalism in dealing with a call on May 3, 2018.

Mark Monroe and **Jimmy Sellars** of Salida, invited the community to attend their upcoming event Ark Valley Pride Celebration on June 2, 2018.

VI. SCHEDULED ITEMS

1. Consent Agenda – (Lynda Travis)

a) Approval of Agenda

b) Approval of Meeting Minutes-April 17, 2018

c) Council Approval of Pedestrian Easement in River's Edge (Glen Van Nimwegen)

d) **Salida High School Cross Country**

❖ Fee Waiver Request

e) **Salida Business Alliance-United States Air Force Concert Band (July 1, 2018 3-4:30 pm)**

The order of agenda items listed above are approximate and intended as a guideline for the City Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk, 448 E. 1st Street, Ste. 112, Salida, CO 81201, 719-530-2630 at least 48 hours in advance.

- ❖ Barricade Request
- ❖ Amplified Sound Permit Request
- f) **Sellars Project Space-June 2, 2018**
 - ❖ Street Closure Request for Parade
 - ❖ Amplified Sound Permit Request
- g) **Spiral Drive Run-June 9, 2018**
 - ❖ Law Enforcement Services
 - ❖ Use of Riverside Park
- h) **Farmer's Market-June 2-October 20, 2018**
 - ❖ Use of Alpine Park

Kasper motioned to combine and approve the items on the Consent Agenda. Granzella seconded the motion. With all in favor, THE MOTION CARRIED.

2. **Ordinance 2018-09 SSG Holdings & City of Salida Property Exchange-Discussion to Table** (Larry Lorentzen)
(Continued from April 17, 2018 Regular Meeting)

Lorentzen provided background information regarding Ordinance 2018-09. He suggested continuing it to the next Regular meeting to allow the City Attorney and his staff to further review it.

Critelli motioned to continue Ordinance 2018-09 to the May 22, 2018 Regular Meeting of the City Council. Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

3. **Resolution 2018-18 Creating a Policy for Water Usage at the Non-potable Bulk Water Station** (Larry Lorentzen)

Lorentzen provided background information and addressed City Council's questions and concerns.

Kasper motioned to approve Resolution 2018-18 establishing a policy for water usage at the non-potable bulk water station. Bowers seconded.

Granzella motioned to amend the motion to include \$5 fee per 1,000 gallons be charged effective June 1, 2018. Kasper seconded the motion. With all in favor, THE MOTION CARRIED.

Mayor Wood brought forth the Original Motion as Amended for a vote. With all in favor, THE AMENDED MOTION CARRIED.

4. **Resolution 2018-19 Reimburse Water/Sewer Enterprise for 1030 J Street System Development Fee Reductions** (Larry Lorentzen)

Lorentzen provided background information and addressed City Council's questions and concerns.

Kasper motioned to Approve Resolution 2018-19 Asserting the Intent of the Salida City Council to Reimburse the Water and Sewer Enterprise the Difference in System Development Fees Between Those Set in the Agreement for the Affordable Apartment Project at 1030 J Street and Fees to be Established for the User Class from the Economic Development Fund. Shore seconded the motion. With all in favor, THE MOTION CARRIED.

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5. Resolution 2018-20 Appointment(s) to the Historic Preservation Committee (Glen Van Nimwegen)

Van Nimwegen provided background information.

Bowers motioned to approve Resolution No. 2018-20, a resolution of the City Council for the City of Salida, Colorado approving the re-appointment of Keith Krebs to the Historic Preservation Commission for a regular member term to expire April 18, 2021. Critelli seconded the motion. With all in favor, THE MOTION CARRIED.

6. Resolution 2018-21 Appointment(s) to the Planning Commission (Glen Van Nimwegen)

Van Nimwegen provided background information.

Kasper motioned to approve Resolution No. 2018-21, a resolution of the City Council for the City of Salida, Colorado approving the re-appointment of Aaron Mandelkorn to the Planning Commission for a regular member term to expire June 3, 2022. Bowers seconded the motion. With all in favor, THE MOTION CARRIED.

7. Administrator/Deputy City Clerk Reports

a) City Administrator Report – Larry Lorentzen

- ❖ Lieutenant Russ Johnson has accepted the position of Chief of Police for the City of Salida.
- ❖ Lorentzen provided a Water Rates update.
- ❖ Lorentzen reported he had recently attended the Transportation Planning and staff was looking into the possibility of applying for a Build Grant for the Hwy 50/291 intersection.
- ❖ Lorentzen provided an update on use of the Briscoe Ditch for the Golf Course Ponds and other water matters.
- ❖ Lorentzen reported the Energy Impact Grant Agreement for the Multi-Use Facility to appear on the upcoming agenda. Staff is working on agreements with UACOG and Chaffee Housing Trust for handling deed restrictions.
- ❖ Lorentzen reported that a proposed ordinance regarding the 12.5% inclusionary housing will be going to the Planning Commission.
- ❖ Lorentzen stated staff would be reporting on possible scenarios for lodging tax increases within the cap set by the original ballot question and use of the revenue at the upcoming work session.
- ❖ Lorentzen provided a tiny house update.

b) Finance Director-Jodi McClurkin

c) Deputy City Clerk – Lynda Travis

- ❖ Travis provided an update on community funding awards. She stated the proposed awards received by each council person were averaged by the total number of council members and that amount was given to the awardees. She also mentioned a community funding spreadsheet was included in the packet.

8. Elected Official Reports

a) City Clerk – Alisa Pappenfort

b) City Treasurer – Carol Johnson

c) City Council – Kasper, Bowers, Brown-Kovacic, Granzella, Critelli, and Shore.

- ❖ **Kasper** asked whether City Council should get in contact with the Colorado Parks and Wildlife to discuss the urban deer problem.

The order of agenda items listed above are approximate and intended as a guideline for the City Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk, 448 E. 1st Street, Ste. 112, Salida, CO 81201, 719-530-2630 at least 48 hours in advance.

- ❖ **Bowers** stated he is pleased with the new restaurant, The Lost Cajun.
- ❖ **Bowers** asked Van Nimwegen about the Salida Crossing.
- ❖ **Granzella** asked the City Attorney if the future special election can be avoided. He responded that according to his understanding the special election would have to take place if City Council did not repeal the ordinance.
- ❖ **Critelli** suggested changes to the code to deal with water and sewer rates and accessory dwelling units.
- ❖ **Shore** stated citizens expressed concern regarding the speed between Crestone Avenue & 3rd street. He reported he has discussed the matter with Chief Clark.

d) Mayor – PT Wood

- ❖ **Wood** reported 10-20 members are needed for the Community Oversight Panel whose focus is the Highway 50 Planned Development.
- ❖ **Wood** congratulated Lieutenant Russell Johnson for being hired as the new Chief of Police.
- ❖ **Wood** announced the Scout Hut Grand Reopening will be 1-3 pm on May 12, 2018.
- ❖ **Wood** provided an update on Charter Communications and the franchise agreement.
- ❖ **Wood** announced the upcoming Intergovernmental Meeting on May 31, 2018.

VII. NEW BUSINESS

VIII. OLD BUSINESS

Bowers questioned whether the caboose could be restored and the possibility of a historic preservation grant.

Critelli reported he and Brown-Kovacic had their first meeting regarding the plastic bags concerns. The group is called “Chaffee Green” and had a good turnout of attendees.

Granzella congratulated Lieutenant Russell Johnson on his new position as the Chief of Police. He also asked how the Lieutenant position would be filled. Lorentzen provided an update

IX. ADJOURN – 7:36 pm

Wood motioned to adjourn. Granzella seconded the motion. A voice vote was taken and the “ayes” carried it.

[SEAL]

City Clerk/Deputy City Clerk

Mayor PT Wood



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: **May 22, 2018:**

AGENDA ITEM NO. VI. - 1.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Larry Lorentzen
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ITEM:

Consent Agenda VI.1.(c) Proposal for Chaffee Shuttle Costs for Summer Season

BACKGROUND:

The Shuttle Committee met with Connie Cole and requested a proposal for Friday and Saturday Shuttle service to downtown from May 25th through September 8th.

FISCAL NOTE:

The proposal from Chaffee Shuttle at \$14,300 is \$1,050 over the \$13,250 budgeted out of the Economic Development Fund for 2018. The Shuttle Committee requested longer hours to better accommodate getting employees to and from the downtown businesses.

STAFF RECOMMENDATION:

Staff recommends approval of this item as part of the consent agenda.

SUGGESTED MOTIONS:

A Council person should make a motion to “combine and approve the items on the consent agenda.”

Followed by a second and then a voice vote.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this ____ day of _____ 2018 between the CITY OF SALIDA, a Colorado municipal corporation ("City"), and Neighbor to Neighbor dba The Chaffee Shuttle ("Contractor").

WHEREAS, the City desires that Contractor perform the services of providing a Weekend Shuttle Fixed Route transportation program as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

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

1. Scope of Agreement. The City agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Consideration. The City agrees to compensate the Contractor for all fees and expenses, in accordance with the Fee Schedule detailed in Exhibit A, hereby incorporated by reference. The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term and Renewal. This Agreement shall be effective as of the date of its execution by both parties and shall extend until the Agreement is terminated pursuant to Section 10 of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the City Council, at its sole discretion.

4. Status. The Contractor is an independent contractor and shall not be considered an employee or agent of the City for any purpose.

5. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the City. A rate sheet for such sub-Contractors shall be provided to the City.

6. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, are instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the services.

7. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, or opinion produced pursuant to this Agreement. The Contractor does not guaranty that the documents and products are without error; however, the Contractor will re-perform any services not meeting this standard without additional compensation.

8. Indemnity, Insurance and Governmental Immunity Act. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents.

Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-10-101, et seq. as amended.

Contractor shall provide proof of general liability insurance to the City upon execution of this Agreement. A copy of the Contractor's current available insurance coverage and limits is attached as **Exhibit B**.

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

- A. Contractor does not knowingly employ or contract with an illegal alien.
- B. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify

and shall submit to the District written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the District in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This paragraph shall be null and void if E-Verify is discontinued.

D. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

G. If Contractor violates this paragraph, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the District arising out of said violation.

10. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum fifteen (15) calendar days’ written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

11. Agreement Administration and Notice. For purposes of administering this Agreement, the Mayor will represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the City: Larry Lorentzen, City Administrator
City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201

Copy to: Geoff Wilson
Murray, Dahl Kuechenmeister, Renaud, LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

To the Contractor: Connie Cole, Executive Director
Neighbor to Neighbor Volunteers/The Chaffee Shuttle
54 Jones Avenue
Salida, CO 81201

12. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof.

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

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

15. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____ 2018.

CITY OF SALIDA, COLORADO

By: _____
City Administrator

ATTEST:

City Clerk/Deputy City Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing AGREEMENT FOR PROFESSIONAL SERVICES was acknowledged before me this ___ day of _____ 20__ by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public



EXHIBIT A

April 25, 2018

2018 Weekend Shuttle Fixed Route Proposal

Dates of Service: Friday and Saturday
Starting - Friday, May 25, 2018
Ending – Saturday, September 8, 2018

Hours of Service: 9:30 AM – 7:30 PM (10 hours)

Fixed Route: To be determined

Cost Proposal: \$14,300 Total (16 weekends/32 days)

16 weekend total - \$12,800

Advertising - \$1,500*
Flyers, Newspaper Radio

*Bus Stop signage not included in this quote

Data Collection: Contractor will provide ridership information to include the number of riders picked up at each stop, for each hour and each day.

Thank You,
Connie Cole
Executive Director

**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: May 22, 2018

AGENDA ITEM NO. VI.2	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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ITEM:

Authorize Mayor to Execute Grant Contract with History Colorado State Historical Fund
Caboose #0576 (Project# 2019-HA-003)

BACKGROUND:

The City submitted a State Historical Fund (SHF) grant application in March of 2018 to fund a Historic Structure Assessment (HSA) of the Denver & Rio Grande Western Caboose #0576 located adjacent to the F Street Bridge. The City was notified May 1, 2018 that the Caboose was selected as a recipient of a \$4,800 grant towards the assessment.

The Assessment will be performed by, or under the direct guidance of, an architect or engineer with experience in the restoration of historic buildings. Completion of the HSA is anticipated to assist with restoration of the caboose to its original condition.

Execution of the attached grant contract allows the City to move forward the assessment.

FISCAL NOTE:

N/A

RECOMMENDED MOTION:

A Council person should make a motion to “combine and approve the items on the consent agenda.”

Followed by a second and then a voice vote.



May 1, 2018

Mr. David Lady
340 West Highway 291
Salida, CO 81201

Dear Mr. Lady:

Congratulations! Your application for a \$4,800 grant from the History Colorado State Historical Fund to fund a Historic Structure Assessment of the Denver & Rio Grande Western Caboose #0576 has been approved.

Enclosed is a packet of information that will assist you as you move forward with your project, including business cards for the Historic Preservation Specialist and Grant Contracts Specialist assigned to your project. Also in this packet you will find a letter from your Grant Contracts Specialist outlining information needed from you in order to begin the grant contracting process. Please note that work cannot begin until a grant contract has been fully executed. After executing the contract you should discuss the project with your assigned Historic Preservation Specialist before beginning work.

Please remember that we will need a draft copy of the Assessment before it is finalized, and a final draft when the project is complete. We will also need 30 days to review each document, and you should include this review period in your project calendar. If you intend to use this Assessment as the basis for another SHF grant application, please remember that the Final Draft should be approved by SHF Staff before that application is submitted.

Finally, this grant presumes that the Assessment will be performed by, or under the direct guidance of, an architect or engineer with experience in the restoration of historic buildings. General contractors and preservation consultants without these credentials do not qualify for receipt of these funds.

Again, congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Stroh".

Timothy Stroh, AIA
Director
State Historical Fund

Awardmemo
Project#: 19-HA-003



HISTORY Colorado

May 10, 2018

Mr. David Lady
 City of Salida
 340 West Highway 291
 Salida, CO 81201


Re: Project #2019-HA-003 - CONTRACTING INSTRUCTIONS LETTER
 Historic Structure Assessment of Denver & Rio Grande Western Caboose #0576

David-

Congratulations on receiving a State Historical Fund (SHF) Grant Award. To prepare your contract for this award, we need you to:

- A. Read the enclosed materials. The material is provided to assist you with your grant award and should answer any questions about the contractual and administrative aspects of your project.
- B. Send an e-mail message with the following information to shfcontracts@state.co.us:
 1. Type your Project Number in the subject line of the e-mail (#19-HA-003).
 2. Attach your combined **Scope of Work & Budget** as an electronic MS WORD copy of your combined scope of work and budget document (previously submitted with your application).
 3. Include a statement confirming all **Cash Match** money is in place (if applicable).
 4. State the **length of time** (in days) your organization will need to review and sign the contracts, once they have been received by your organization.
 5. Inform us if you use **E-Verify®** or Colorado's **Department Program**. This is required to comply with the State of Colorado's CRS 8-17.5-101 & 102 (Illegal Aliens and Public Contracts for Service and Sole Proprietor). If your organization has another way of complying with this requirement, please state, "our organization complies with the State of Colorado's CRS 8-17.5-101 & 102". Keep documentation if it is needed for a state audit.
 6. Inform us you have complied with state regulations and your organization carries **insurance**, as applicable: Worker's Compensation (if you have employees), Employer's Liability (if you have employees), General Liability, and Automobile Insurance. Please refer to page 11 of the Grants Manual for additional information.
- C. **Read, sign & date, obtain property owner signature & date, and return the enclosed acknowledgement of award conditions letter.**
- D. **Read, sign & date, obtain property owner signature & date, and return the enclosed signed award letter, if requested.**

If you have questions or need additional information, please contact me.


 Korbin Pugh
 (303) 866-2797



HISTORY Colorado

May 10, 2018

Mr. David Lady
City of Salida
340 West Highway 291
Salida, CO 81201

Re: Project #2019-HA-003
Historic Structure Assessment of Denver & Rio Grande Western Caboose #0576

David-

As the grant recipient, you will enter a State of Colorado contract for the grant awarded. Your organization will become a state contractor. There are some conditions associated with a State Historical Fund grant.

1. Please read all statements below and initial each statement. **Check marks will not be accepted.**
2. Obtain the signature of the appropriate authorized officer for your organization.
3. Write the date the letter was signed by the appropriate authorized officer.
4. Print the name and title of the appropriate authorized officer.

I understand and agree with the following conditions associated with State Historical Fund grants (initial each in blue ink):

___ I understand my organization will enter into a contract with the State Historical Fund (SHF). My organization will be responsible for meeting the terms of the contract. My organization cannot “pass through” fiscal or project responsibility to another organization. (See Grant Manual pg 7)

___ I understand that SHF contracts contain non-negotiable terms, and it is my responsibility to review the SHF grant templates (found online at <http://www.historycolorado.org/grants/going-under-contract-shf>) prior to going under contract to assure that my organization is willing to go under contract with those terms.

___ I understand that once under contract, I will work in partnership with the State Historical Fund to meet the Secretary of the Interior’s Standards. I will comply with review expectations and refrain from carrying out work until I have the approval of SHF historic preservation specialist to proceed. (See Grant Manual pg 18)

___ I understand the proposed cash match must be available before my organization signs the SHF contract. (See Grant Manual pg 10)

___ I understand SHF funds will only pay for work taking place within the SHF contract period. (See Grant Manual pg 14)

___ I understand SHF will require documentation of grant administration expenditures, including time sheets and rates. (See Grant Manual pg 37)

___ I understand the reported expenses must be associated with one of the task items in the SHF Contract Exhibit B: Project Budget. I am not allowed to collapse task items under one category. (See Grant Manual pg 25)

___ I understand project cost savings will be shared with SHF. (See Grant Manual pg 37)



HISTORY Colorado

___ I understand my organization cannot use funds in a manner that may result in an actual or perceived conflict of interest. (See Grant Manual pg 47)

___ I understand property restrictions, if applicable, mentioned in my award letter. For architectural survey projects, I will adhere to the current Colorado Cultural Resource Manual. (See Grant Manual pg 30 & pg 6)

___ I understand that my performance as a state contractor will be evaluated and made available to the public. (See Grant Manual pg 42)

___ I understand that indirect costs need to be justified at the time of request for reimbursement. I am encouraged to use the SHF Indirect Cost Worksheet (found online at <http://www.historycolorado.org/grants/application-forms>) for planning purposes. (See Grant Manual pg 37)

___ I understand that state regulations requires me to certify that my organization carries Worker's Compensation, Employer's Liability, General Liability, and Automobile Insurance, if applicable. (See Grant Manual pg 11)

___ I understand that I must provide proof that my organization is not employing or contracting any illegal aliens. (See Grant Manual pg 51)

___ I understand that my organization is solely responsible for determining if my cash match resources are eligible for use with SHF grant programs.

If you have questions or need additional information, please contact me.

Korbin Pugh
(303) 866-2797
State Historical Fund

City of Salida
Grant Recipient Organization

City of Salida (attn. David Lady)
Legal Owner (if different)

Signature of Authorized Officer Date

Signature of Legal Owner Date

Print Name of Authorized Officer

Print Name of Authorized Officer



May 4, 2018

Mr. David Lady
City of Salida
448 East First Street, Suite 112
Salida, CO 81201

Re: Electronic Funds Transfer Payments – 2019-HA-003

Dear Mr. Lady,

The State Historical Fund is in the process of moving to all electronic payments. Our records indicate that the City of Salida has a bank account already linked in the State of Colorado financial system to receive electronic funds transfer (EFT) payments. Please fill out the included EFT Account Verification Form to verify the account information is still accurate, and mail back to us with the Acknowledgement of Conditions.

If you have questions about electronic funds payments or need to add a new bank account, please contact me, Contracts Specialist, Breanne Nugent, at (303) 866-2961 or Breanne.nugent@state.co.us.

Sincerely,

A handwritten signature in blue ink that reads "Breanne Nugent".

Breanne Nugent
Grant Contracts Specialist

40177291-1f2d-4573-bbe1-1a6c4d50aa10
Revised 1.29.18

19-HA-003

City of Salida

Electronic Funds Transfer Account Verification Form

The purpose of this form is twofold:

1. Serves as notification to us that you would like to receive payments for your new grant via electronic funds transfer.
2. For security purposes, verifies that the bank account we have on file is the account to which you would like the money sent.

If we do **NOT** receive this verification form back from you, payments will be sent by check to the address we have on record per the W9 submitted with your application.

Please verify the following information as it relates to the bank account to which we will send payments:

Bank Name: _____

Last Four (4) of the Account Number: _____

If you have questions about electronic payments or need to add a new bank account, please contact Contracts Specialist, Breanne Nugent at (303) 866-2961.

Grant Recipient Signature
authorizing electronic transfers for payments

Date

**REQUEST FOR CITY COUNCIL ACTION**

Meeting Date: May 22, 2018

AGENDA ITEM NO. VI.2	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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ITEM:

Authorize Mayor to Execute Grant Contract with DOLA

Energy Impact Assistance Fund (EIAF 8633) for the Salida Multi-Use Service Facility

BACKGROUND:

The City has proposed a multi-use facility to support Public Works, Fire, and Police Departments. The facility has been planned and budgeted for several years. This facility would provide a secured entrance at the gallery site, provide shop bays for heavy equipment and fire truck maintenance, and provide an area for training activities. The 2018 Capital Improvement Project (CIP) fund budgeted \$900,000 for this facility.

Staff submitted a DOLA EIAF Tier II competitive grant application in November of 2017 and interviewed with DOLA in March of 2018. The City was notified in April of 2018 that the Multi-Use Facility was selected as a recipient of a \$450,000 grant towards the project.

Execution of the attached grant contract allows the City to move forward with soliciting bids and construction of the project.

FISCAL NOTE:

N/A

RECOMMENDED MOTION:

A Council person should make a motion to “combine and approve the items on the consent agenda.”

Followed by a second and then a voice vote.



May 7, 2018

PT Wood, Mayor
City of Salida
448 E. 1st Street, Suite 112
Salida, Colorado 81201

RE: EIAF 8633 - Salida Multi-Use Service Facility

Dear Mayor Wood:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and sign the contract (original signatures only; no photocopies, stamped or e-signatures).

The second page of this letter is a Return Routing Memorandum that includes a Grantee Checklist. Please use this document to facilitate the return of your grant packet documents. Using the Checklist will ensure that your contract has been signed by the appropriate person, that you have enclosed the correct number of documents for return to the State, that you have correctly addressed your return packet, and that you have notified us that your documents are on their way back to us.

If you would like your copy of the fully executed grant contract to contain original signatures, please make sure you sign and return two (2) main grant agreements to us. If a photocopy of the originally signed fully executed grant contract is acceptable to you, then you need only sign and return one (1) main grant agreement to us.

The State Controller requires hard copies and original signatures for contract execution. We cannot complete the execution of your grant documents without these. Until your grant contract is fully executed (signed by all Parties), you may not incur any costs or expenses for this Project.

If you have any questions about these grant packet documents or the contract execution process, please contact your Regional Manager, Christy Doon, (719) 589-2251, (christy.doon@state.co.us) or me at (303) 864-7731.

Sincerely,

Beth Lipscomb
Internal Services Manager
Department of Local Affairs

Enclosures



RETURN ROUTING MEMORANDUM

TO: Antoinette Johns

THROUGH: David Lady, Director of Public Works, City of Salida

FROM: Beth Lipscomb

DATE: May 7, 2018

RE: Contract Approvals

FOR FINAL APPROVAL ROUTING:

RE: EIAF 8633 - Salida Multi-Use Service Facility

GRANTEE CHECKLIST:

_____ the main Grant Agreement is signed by an authorized signator (original signatures only; no photocopies, stamped or e-signatures)

_____ signed by County Chief Elected Official, City/Town Mayor, or District Board President/Chair

_____ signed by Other

_____ documentation of authority to sign is enclosed

_____ the correct number of originals are attached

_____ one (1) signed original for the State

_____ one (1) signed original for return to the Grantee

_____ documents being sent back to the State must be addressed to:

Department of Local Affairs
ATTENTION: Antoinette Johns
1313 Sherman Street, Room 521
Denver, CO 80203

_____ you have sent an email to the State (antoinette.johns@state.co.us) indicating the date the hard copy will be/has been posted for return to State



EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of the construction of a multi-use service facility on 70 acres of City-owned property.

2.2. Work Description. The City of Salida (Grantee) will hire a qualified contractor to prepare a site and construct an approximately 7,200 square foot building that will be utilized by the Public Works Department, Fire Department, and Police Department. The facility will include six (6) maintenance and storage bays, offices, restrooms, training and evidence rooms. The facility will be connected to City sewer and a well will be drilled to provide for water on-site. The Grantee will maximize high performance standards in the design. The Grantee will utilize a design/build process. Grantee will own and maintain the new facility and, in accordance with §9 below, a contractor will be hired to complete the Work.

2.2.1. The Grantee warrants that the facility will continue to be utilized as a Multi-Use Facility for at least ten (10) years following completion of the Grant. If the facility is used for any purpose other than intended during that ten-year period, the Grantee shall return a portion of the grant funds based on the following payback schedule: In year one, one hundred percent (100%) of the grant funds must be returned; in year two, ninety percent (90%); in year three, eighty percent (80%); in year four, seventy percent (70%); in year five, sixty percent (60%); in year six, fifty percent (50%); in year seven, forty percent (40%); in year eight, thirty (30%) percent; in year nine, twenty (20%) and in year ten, ten (10%) percent. At the end of the ten (10) year period following the date of completion of the renovations and thereafter, no State restrictions on use of the property shall be in effect.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, attorney's fees, labor and materials costs, bond and insurance costs, and purchase and erection of pre-engineered buildings.

3. DEFINITIONS

3.1. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

3.2. Project Budget Line Items.

3.2.1. "Building or Facility Construction" means labor and materials costs, bond and insurance costs, bid advertisements, purchase and erection of pre-engineered buildings, and attorney's fees.

3.3. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

- 4.1. Outcome.** The final outcome of this Grant is a facility that will provide training, storage and maintenance space for multiple City departments.
- 4.2. Service Area.** The performance of the Work described within this Grant shall be located in Salida, Colorado.
- 4.3. Performance Measures.** Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	June 1, 2018
Award and finalize subcontract(s) and/or sub-grant(s).	August 1, 2018
Provide DOLA with Project Timeline	August 1, 2018
Begin work/Contractor mobilization.	September 1, 2018
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	September 28, 2020

4.4. Budget Line Item Adjustments.

- 4.4.1.** Grantee may request that DOLA move Grant Funds between and among budget line items, so long as the total amount of Grant Funds remains unchanged. To make such budget line item changes, DOLA will use an Option Letter (**Exhibit G**).
- 4.4.2.** Grantee may increase or decrease the amount of any one or any combination of budget line items of “Other Funds” as described in **§6.1**, or move funds between and among budget line items of such “Other Funds,” so long as the total amount of such “Other Funds” is not less than the amount set forth in **§6.1** below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

- 4.5. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

- 4.5.1.** For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

- 4.5.2.** Specific submittal dates.

Quarter	Year	Due Date	Pay Request	Status Report
2nd (Apr-Jun)	2018	July 30, 2018	Yes	Yes
3rd (Jul-Sep)	2018	October 30, 2018	Yes	Yes
4th (Oct-Dec)	2018	January 30, 2019	Yes	Yes
1st (Jan-Mar)	2019	April 30, 2019	Yes	Yes
2nd (Apr-Jun)	2019	July 30, 2019	Yes	Yes

3rd (Jul-Sep)	2019	October 30, 2019	Yes	Yes
4th (Oct-Dec)	2019	January 30, 2020	Yes	Yes
1st (Jan-Mar)	2020	April 30, 2020	Yes	Yes
2nd (Apr-Jun)	2020	July 30, 2020	Yes	Yes

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **David Lady, Director of Public Works (david.lady@cityofsalida.com)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel. None. Such key personnel shall be updated through the approval process in §5.1.

5.4. DLG Regional Manager: Christy Doon, (719) 589-2251, (christy.doon@state.co.us)

5.5. DLG Regional Assistant: Chelsea Stromberg, (719) 924-2087, (chelsea.stromberg@state.co.us)

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 50%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line Item(s)		Total Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Building or Facility Construction	\$900,000	\$450,000	\$450,000	Grantee
Total		\$900,000	\$450,000	\$450,000	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

- 7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$427,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$22,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$450,000	

- 7.2. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

- 8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

- 8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

- 8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

EIAF 8633 – Salida Multi-Use Service Facility

- 9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:
- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT G – Sample OPTION LETTER
OPTION LETTER

Date:	Original Grant Agreement CMS #:	CMS Routing #
--------------	--	----------------------

- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
- a. Option to extend (*use this option for Extension of Time*)
 - b. Change in the maximum Grant Funds dollar amount within current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
 - c. Budget Line Item Adjustment(s) – reallocation of awarded Grant Funds to Budget Line Item(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. **For use with Option 1(a):** In accordance with **Section 5(A)** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within ___ days of the Effective Date of this Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
On-site walk through inspection(s) of Work Site(s)	[give target date]
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
1 st (Jan-Mar)	2016	April 30, 2016	Yes	Yes
2 nd (Apr-Jun)	2016	July 30, 2016	Yes	Yes
3 rd (Jul-Sep)	2016	October 30, 2016	Yes	Yes
4 th (Oct-Dec)	2016	January 30, 2017	Yes	Yes
1 st (Jan-Mar)	2017	April 30, 2016	Yes	Yes

b. **For use with Option 1(b):** In accordance with **Section 7(A)** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The maximum amount in **Section 7.A.** of the main body of the Grant is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Architectural/Engineering Services	\$ 0.00			Grantee
Building or Facility Construction				Grantee
Total	\$ 0.00	\$ 0.00	\$ 0.00	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c):** In accordance with **Section 6.2 of Exhibit B** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2 of Exhibit B** is deleted and replaced with the following:

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Architectural/Engineering Services	\$ 0.00			Grantee
Building or Facility Construction				Grantee
Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or [redacted], whichever is later.

STATE OF COLORADO
John W. Hickenlooper GOVERNOR
 Colorado Department of Local Affairs

By: _____
 Irv Halter, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Yingtse Cha, Controller Delegate

Date: _____

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

CITY OF SALIDA

Summary

Award Amount: \$450,000.00

Identification #s:

Encumbrance #: F18S8633 *(DOLA's primary identification #)*
 Contract Management System #: 109678 *(State of Colorado's tracking #)*

Project Information:

Project/Award Number: EIAF 8633
 Project Name: Salida Multi-Use Service Facility
 Performance Period: Start Date: _____ End Date: 06/30/20
 Brief Description of Project / Assistance: The Project consists of the construction of a multi-use service facility on 70 acres of City-owned property.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
 Funding source: State Funds
 Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
 Funding Account Codes: _____

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EXHIBIT A – RESERVED.

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – RESERVED.

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM 1 – RESERVED.

1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **CITY OF SALIDA** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit B (Scope of Project)
- ii. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

EIAF 8633 – Salida Multi-Use Service Facility

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit B**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in §2 above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **JUNE 30, 2020** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$450,000.00 (FOUR HUNDRED FIFTY THOUSAND and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

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i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments, the State will provide written notice to Grantee in a form substantially equivalent to **Exhibit G (“Option Letter”)**. If exercised, the provisions of the Option Letter shall become part of, and be incorporated into, this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds]

Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the “Record Retention Period”) until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or

- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10**.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

This subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. Insurer. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. Additional Insured

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify

Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit B**, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the

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State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
 Division of Local Government
 Colorado Department of Local Affairs
 1313 Sherman Street, Room 521
 Denver, Colorado 80203
 Email: chantal.unfug@state.co.us

B. Grantee:

PT Wood, Mayor
 City of Salida
 448 E. 1st Street, Suite 112
 Salida, Colorado 81201
 Email: pt.wood@salidaelected.com

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation

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and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification**i. By the Parties**

If either the State or the Grantee desire to modify the terms of this Grant to either increase or decrease total awarded funds, make budget line item adjustments to Grant Funds, and/or change the performance period or term of the Grant, this may be achieved unilaterally by DOLA through an Option Letter (**Exhibit G**). Except as otherwise provided in this Grant, no modification shall be effective unless agreed to in writing by the Parties in an amendment, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies. Changes to the Grant shall be authorized for approval by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA, or his delegee, shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in **§5 of Exhibit B** and the Principal Representative in **§16**.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those

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provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions
- ii. The provisions of the main body of this Grant (excluding the cover page)
- iii. Any executed Option Letters
- iv. Exhibit B (Scope of Project)
- v. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee’s behalf and acknowledge that the State is relying on their representations to that effect.**

<p>GRANTEE CITY OF SALIDA</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p>
	<p>PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Tara Tubb, EIAF Program Manager</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER Robert Jaros, CPA</p> <p>By: _____ Yingtse Cha, Controller Delegate</p> <p>Date: _____</p>



CITY COUNCIL AGENDA ITEM

MEETING DATE: May 22, 2018

AGENDA ITEM TITLE: **Bluegrass on the Arkansas-Special Event Liquor Permit (submitted by Salida Rotary Club) and Use of Riverside Park.**

PRESENTED BY: **Lynda Travis, Deputy City Clerk**

REQUESTS:

- **Special Liquor Permits:**
 - 1) **Bluegrass on the Arkansas-Special Event Liquor Permit for May 26 & May 27, 2018.**
- **Use of Park**

BACKGROUND:

Bluegrass on the Arkansas submitted a Park Application B (see attached). They are requesting:

- ❖ AMPLIFIED SOUND
- ❖ CITY PROPERTY USE
- ❖ SPECIAL EVENT LIQUOR LICENSE PERMIT
- ❖ ELECTRICITY AND
- ❖ LAW ENFORCEMENT ASSISTANCE

Regarding the Special Event Liquor License, they have completed the steps as outlined below.

Special Event Liquor License Checklist

- 1) Complete a DR 8439 – Application for a Special Events Liquor License Permit
 - a. Must submit application to local authority AT LEAST 30 days in advance of event date.
 - b. Specify what type of license: Malt, Vinous and Spirituous or Fermented Malt Beverage.
 - c. State fee is NOT applicable, as the City of Salida City Council approved issuance of special event liquor licenses by the local licensing authority, the City Administrator.
 - d. Submit a diagram of the area to be licensed. If event held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - e. Copy of deed, lease, or written permission of owner for use of the premises.
 - f. Certificate of good corporate standing (non-profit) issued by Secretary of State within the last two years; or if not incorporated, a non-profit charter; or if a political candidate, attach copies of reports and statements that were filed with the Secretary of State.

- 2) Submit a letter to the Salida City Council describing your event.
- 3) Your application/event will be scheduled at a city council meeting.
- 4) The premises to be licensed must be posted at least ten days before a hearing can be held
- 5) Department personnel will approve or disapprove of the event (fire department, public works, recreation, deputy city clerk and police department).
- 6) Special Event Liquor License fee of \$100 must be paid to the City of Salida.
- 7) **Based on Council's decision, a special event license will be issued by City Administrator.**
- 8) Clerk will send a copy of the locally-approved application to Liquor Enforcement Division within ten days from the date of permit issuance.

ACTION:

If Council wishes to approve the use of Riverside Park and the Special Event Liquor Permit;

A Council Member should make a motion to approve use of Riverside Park on May 26 and May 27, 2018 and a Special Event Liquor Permit for said dates. Followed by a second then a simple voice vote.

Consent Agenda items are considered 2 routine requests. Should a Council Member wish to discuss any of these items, a request should be made to remove an item, and to place it under another section of the agenda.

Special Event
Check List for City of Salida Departments

Date of Special Event Meeting: 5/4/2018
Applicant: Bluegrass on the Arkansas - May 26 & May 27, 2018
Business address: PO Box 155, Salida, Colorado 81201
Contact Person: Tom Mansheim Phone number: 847-715-6020

This request includes:
Amplified Sound Street closures City Property Use Liquor License electricity
law enforcement (Insurance attached)

City Clerk:
Comments: _____
Compliance Issues: _____
See Attached: _____
Do you recommend approval? Yes No _____

Signed: Lynda Travis
Date: 5/9/2018

Police Department:
Comments: _____
Compliance Issues: _____
See Attached: _____
Do you recommend approval? Yes No _____

Signed: Murray James
Date: 05-04-2018

Public Works Department:
Comments: _____
Compliance Issues: _____
See Attached: _____
Do you recommend approval? Yes No _____

Signed: D. Darity
Date: 5/4/18

Fire Department:
Comments: _____
Compliance Issues: _____
See Attached: _____
Do you recommend approval? Yes _____ No _____

Signed: Doug Burr
Date: 5/4/18

Do you recommend approval? Yes No _____

Signed: McCasey
Date: _____

Do you recommend approval? Yes No _____

Recreation:
Comments: _____
Compliance Issues: _____
See Attached: _____

CITY OF SALIDA

PARK RESERVATIONS

APPLICATION B: EVENTS TO WHICH THE PUBLIC IS INVITED THAT MAY REQUIRE PERMITS FOR STREET CLOSURES, ALCOHOL, AMPLIFIED SOUND

Please review the attached Provisions for Park Rental and Rules and initial here.

Date of application 3-30-18

Date:

Park:

- 1. Event location(s): Riverside Park
2. Date(s) & times(s) of event: May 26th & 27th
3. Individual or organization sponsor(s): Salida Rotary Club
Address: PO Box 155, Salida CO 81201
Telephone: 847-715-6020 Email: thomasmanstetn@gmail.com
4. Contact person: Tom Manstetn
Address: 53 Trailside Circle, Salida CO 81201
Telephone: 847-715-6020 Email: thomasmanstetn@gmail.com
5. Plans for proposed activity. This application must be accompanied by a cover letter to Salida City Council explaining the details of the event.
Bluesgrass on the Arkansas (annual event)
6. Estimated number of people: 200-500
7. Are street closures proposed in your event? Yes, Partial If yes, where and when? Northside of Sackett from E to F
If yes, it is the applicant's responsibility to circulate and submit a petition signed by abutting residents/merchants as to their support or non-support of the closure. See attached petition.
8. Do you plan on using any portion of the Salida Trail System (STS) during your event? No
If yes, describe when, how and where.
9. Please attach an event site plan including venues, street closures, parade/race routes, emergency vehicle access routes, portable toilet placement, vendor booths, etc.
OUTLINE (on the site map) THE AREA WHERE ALCOHOL WILL BE DISTRIBUTED.

10. Will there be amplified sound? Yes No
If yes, please fill out the attached **AMPLIFIED SOUND PERMIT**.

11. Will you need electricity? Yes No
If yes, for what purpose? PA Bands & Beer trailers
A fee of \$10/day will be charged for events requiring electricity.

12. **County Health policy REQUIRES 1 toilet/50 people.** Events with over 100 attendees must have additional portable toilets. Local providers are: Arkansas Valley Porta Pots (719) 539-9957; CP's Portables (719) 539-4985.

13. **Events with 50 or more participants require a professional trash service.**
You are responsible for trash removal during and after your event. The local trash company is Waste Management, (719) 539-6911. Will you be renting trash/recycling containers?
Yes No

We encourage recycling for all events. Contact Angel of Shavano Recycling (Mickey at (719)-207-1197) to arrange for recycle bins at your event.

If clean-up is not satisfactory, damage deposit may not be refunded.

14. Will any food or merchandise be sold? Yes No
If yes, FOOD AND SALES TAX LICENSES MUST BE OBTAINED. Contact the Colorado Department of Revenue for sales tax licenses at (303) 232-2416 and the Chaffee County Public Health Department for food licenses at (719) 539-2124.

Vendors must have a fire extinguisher on site. Vendor booths are subject to inspection by the Salida Fire Department.

15. Will alcoholic beverages be sold and/or dispensed at your event? Yes No
If yes, please fill out the attached Application for Special Events Permit and submit it along with the necessary fees. **A State of Colorado Special Event Liquor License permit is ONLY issued to incorporated non-profit organizations.** Events requiring alcohol licenses must submit their applications at least 90 days in advance of the event.

16. Will you require any law enforcement services specific for your event?

Yes No
maybe

If yes, for what purpose (security, traffic, parking or public control, Salida Trail System crossings, etc)? Police assistance if cars are still parked on N. side of Sackett on Saturday morning

Date(s) and time(s) officers needed: 5-26 am

17. Where do you plan for people to park for your event? _____

18. Please explain your Emergency Action Plan, including first aid stations and communication with public safety agencies.

Volunteers will have cell phones to contact 911
in the event of an emergency

19. Will you need event insurance? Yes _____ No _____ Events to which the PUBLIC is invited require insurance. Please refer to #11 under Provisions for Park Rentals and Park Rules. **Proof of insurance will be required with this application AND MUST list the City as an additional insured party.**

20. Please list any needs or requirements that have not been covered. _____

Signed:

Event Sponsor: _____ Date: _____

APPLICATION B Fees:

Park Fee: 200 \$50/4 hours or \$100/park/day

Electricity: 10 \$10

Damage Deposit: 210 \$75 All parks **except** Riverside. Please make this a separate check so it can be refunded or destroyed if the park is left in satisfactory condition.

150 \$150 Riverside Park/Band Shell. The permit holder must pick up and sign for the band shell key at the Aquatic Center prior to the event.

Liquor Permit: 25
75 Make out two checks:
\$25 to Colorado Department of Revenue and
\$75 to the City of Salida

Total Fees to City of Salida: _____

Make checks payable to the City of Salida, unless otherwise noted.

PRE-EVENT CHECKLIST:

- Event Insurance •• Fax copy to City Hall (719-539-5271) & SHSAC (719-539-7708).
- Fees collected
 - o Liquor - City \$75
 - o Liquor - State \$25
 - o Damage Deposit \$75 or \$150
 - o Park Fees (see above)
 - o Electricity \$10
 - o Additional services
- Trash removal arranged
- Toilets arranged
- Liquor license
- Sales tax license
- Food vendor's license
- Amplified sound permit
- Street closure petition

Pre-event meeting scheduled on: (Date)_____.

Provisions for Park Rentals and Park Rules

The following rules are enforced unless prior City approval or permit has been obtained.

1. Event permit is limited to four (4) consecutive days.
2. Event must end at 10 PM, which is close of City Parks. (Exception: Centennial and Marvin Parks close at 11pm, Sunday through Thursday).
3. No amplified sound without a special permit.
4. No alcohol allowed without a special permit.
5. No dogs allowed.
6. No camping allowed.
7. No glass containers allowed.
8. **City Ordinances remain in effect.** This includes "No Parking" signs enforced. Free public parking is available at Sackett and 3rd (Arkansas Headwaters Recreation Area) and at 3rd and G Street (next to Safeway) and outside the downtown area.
9. Care for underground sprinkler systems prohibits wheeled carriers (except in designated areas) and no objects are to be driven into the ground.
10. Person or Organization reserving park will:
 - a. Secure and pay for any additional services required;
 - b. Be charged for any damage incurred during scheduled use of the park;
 - c. Be responsible for and arrange for park clean-up/trash removal;
 - d. Arrange for additional toilets if there are more than 100 people.
11. Provisions for event insurance may be required. Evidence of liability insurance will be required covering both the applicant **and** the City of Salida in the minimum amounts of \$1,000,000/person/occurrence for any event requiring Council approval. Apply for Special Events insurance through your insurance carrier.

Events permitting alcohol require liquor liability coverage, which must be included with your application.

Parks with electricity include Alpine, Centennial (pavilion), Thonhoff and Riverside. An extra fee of \$10 is required for electricity use. For electricity inside the Riverside Park band shell, please pick up the stage door key from the Salida Hot Springs Aquatic Center BEFORE the event and return it there afterwards. **Damage deposit will be kept if key is not returned.**

Fire Department Inspection - Events with vendors and/or events with entertainment on the Riverside Park band shell stage are subject to inspection by the Salida Fire Department.

Barricades: If available, Salida Public Works will allow event organizers to use City barricades for street closures. Call the Public Works Department during business hours, (719) 539-6257, 7:30 AM - 4 PM Monday though Friday to make arrangements to pick up and return them. The event sponsors will be responsible for any weekend security of City property.

Permit #: _____

CITY OF SALIDA AMPLIFIED SOUND PERMIT

Pursuant to Article IX Section 10-9-80 S.M.C., Salida Rotary Club (Permittee) has been granted this permit to exceed the maximum sound levels established in Article IX Section 10-9-80, S.M.C., in accordance with the following terms and conditions:

Permittee: Salida Rotary Club

Address: Poc Box 155
Salida CO 81201

Telephone: 847-715-6020

Individual supervising sound (if different from Permittee): same as above

Activity/event: Bluegrass on the Arkansas

Type of sound amplification equipment authorized (if any): speaker / sound system for music & mc

Location: Riverside Park

Date(s): May 26th + 27th

Hours of operation: 5-10 pm 26th noon to 10pm 27th

Additional terms/conditions (attach additional sheets if necessary): _____

Expiration: _____

This permit will not be issued beyond 10:00 p.m.

The Permittee shall ensure that the sound/activity authorized by this permit shall be conducted in compliance with all applicable City ordinances and regulations, and a failure by the Permittee to do so, or to comply with all terms and conditions set forth hereinabove, may result in the summary revocation of this permit.

Approved by the City Administrator on the _____ day of _____

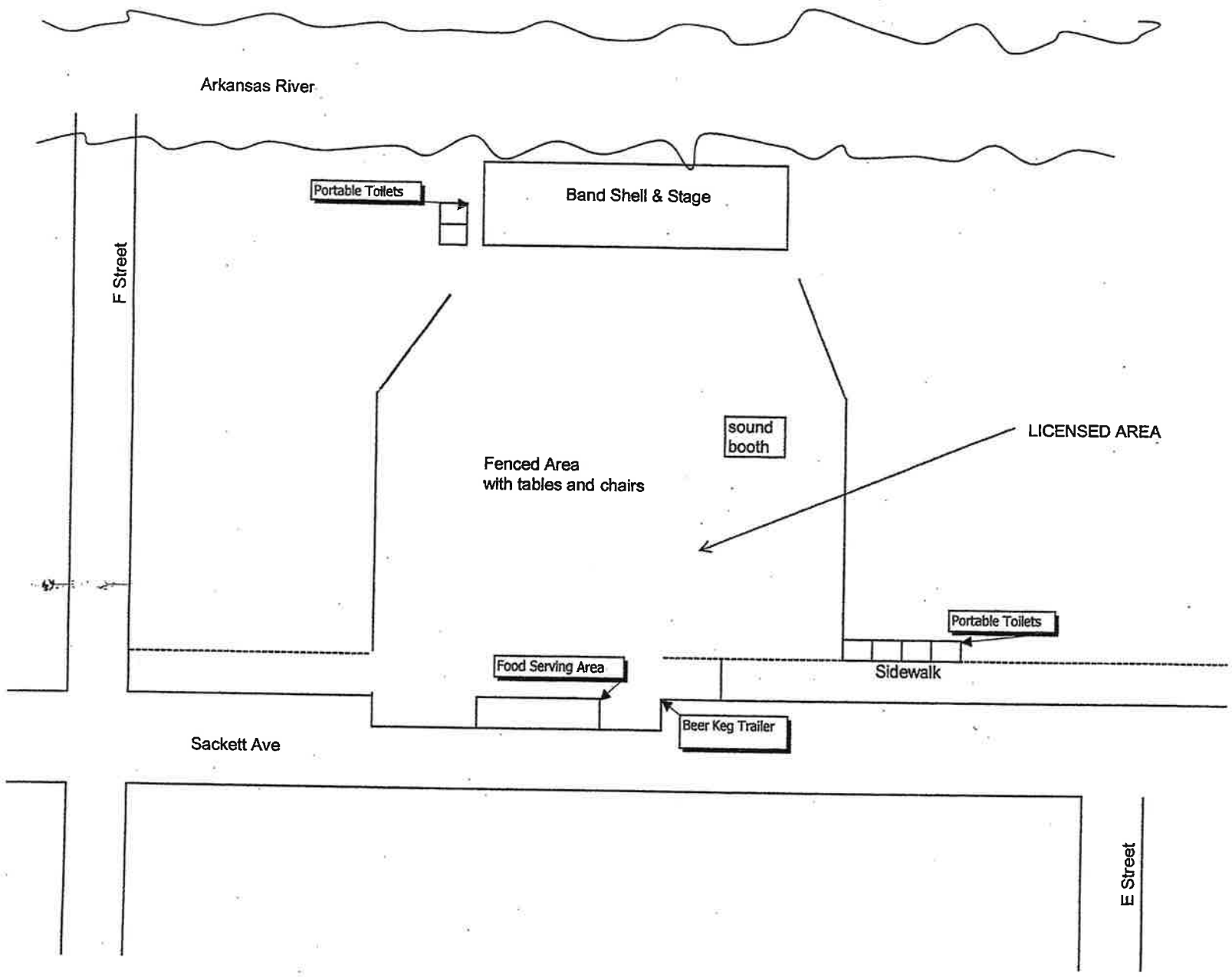
City of Salida: _____ (City Administrator)

Accepted and agreed to by the Permittee: _____

Date: _____

Copies to: Police ___ Public Works ___ Fire ___ City Clerk ___

Riverside Park, Salida, CO



[Handwritten scribbles]

[Handwritten scribbles]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03302017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita PHONE (A/C No, Ext): 1-833-3ROTARY FAX (A/C No): E-MAIL ADDRESS: rotary@ajg.com														
INSURED All Active US Rotary Clubs & Districts Salida Rotary Club and Salida Rotary Charitable Fund ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 899307648 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			015375594	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			015375594	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only
 Page 93 of 105

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT**
AND ONE OF THE FOLLOWING (See back for details.)

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY

2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Salida Rotary Charitable Fund & Salida Rotary Club State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
*Po Box 155
 Salida Co 81201*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
*Riverside Park
 Salida Co 81201*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
------	---------------	---	--------------

4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE
Paula Velti

5. EVENT MANAGER
Tom Mansher

9/22/57 *53 Trailside Circle* *877-715-6020*

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

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

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
<i>5-26-18</i>	<i>5 p.m.</i>	<i>10 p.m.</i>	<i>5-27-18</i>	<i>noon</i>	<i>10 p.m.</i>									

OATH OF APPLICANT

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

SIGNATURE <i>[Signature]</i>	TITLE <i>Treasurer</i>	DATE <i>5-30-18</i>
---------------------------------	---------------------------	------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
--	--	---------------------------------------

SIGNATURE	TITLE	DATE
-----------	-------	------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 22, 2018:

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
VI. - 2.	Administration	Larry Lorentzen

ITEM:

Ordinance 2018-09 approving an exchange of real property between the City of Salida and SSG Holdings, LLC

BACKGROUND:

Nina Petraro with MDK&R Law has been working with SSG's attorney on the information Council requested. Nina and SSG's Attorney will be at the May 22nd meeting to answer Council's questions.

Out of the discussions on the SSG Quite Title action was a plan for a land exchange whereby SSG was acquire an additional approximately 8 acres adjacent to and west of the quite title strip currently owned jointly by the City and County, the County would receive a 3.85 acre parcel adjacent to and north of the their Woodlawn Cemetery and the county will receive a 1.75 acre parcel between County Road 108 and a city owned parcel which was an old dump site currently being used by the City for public works storage of waste concrete, asphalt etc.

Currently the Public Works department accesses the dump site across the property being considered for City receiving title, and for which we currently have no practical legal access

FISCAL NOTE:

There will be no fiscal consequence of this action

STAFF RECOMMENDATION:

Depending on whether Council's questions are adequately addressed, Council can approve, continue or Table this ordinance.

SUGGESTED MOTIONS:

"I move to Adopt Ordinance 2018-09 Approving an Exchange of Real Property Between the City of Salida and SSG Holdings, LLC"

ORDINANCE NO. 2018-09
(Series of 2018)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO APPROVING AN EXCHANGE OF REAL PROPERTY
BETWEEN THE CITY OF SALIDA AND SSG HOLDINGS, LLC**

WHEREAS, the City of Salida, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, the Salida City Council (“Council”) passed a resolution to authorize the City to settle a quiet title action with SSG Holdings, LLC; and

WHEREAS, related to that quiet title action with SSG Holdings, LLC, both the City and Chaffee County plan to enter into a land exchange or boundary line adjustments with SSG Holdings, LLC; and

WHEREAS, the City will grant real property it no longer uses or occupies in exchange for real property which the City Public Works Department is currently already using to access City property to the east which is used for storage of concrete, asphalt and other similar materials; and

WHEREAS, the City staff has determined that there is no practical alternative access to this aforementioned City property site and that the land exchange is in the City’s best interests; and

WHEREAS, the City of Salida City Council finds it in the best interest of the general health, safety and welfare of its citizens to authorize this land exchange.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF SALIDA, COLORADO as follows:**

Section One

The Salida City Council approves the real property exchange between the City of Salida and SSG Holdings, LLC, described in more detail in the attached plat and letter from SSG Holdings, LLC attorney dated March 28, 2018, attached as Exhibit “A.” The Salida City Council authorizes City staff, including legal counsel, to effectuate the real property exchange and/or boundary line adjustments.

Section Two

The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the ____ day of _____, 2018 and set for second reading and public hearing on the ____ day of _____

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the ____ day of _____, 2018.

CITY OF SALIDA

By:

Mayor

ATTEST:

(SEAL)

City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 20__, and **BY TITLE ONLY, OR IN FULL**, after Final Adoption on the ____ day of _____, 20__.

By: _____
City Clerk

CORDOVA LAW FIRM, LLP

Pete Cordova, P.C.
Zachary D. Cordova, P.C.

1604 "H" Street Salida, Colorado 81201
Phone 719-539-6679 Fax 719-539-3020 www.petecordovalaw.com

March 28, 2018

VIA ELECTRONIC MAIL
npetraro@mdkrlaw.com

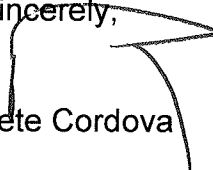
Nina Petraro
Murray Dahl Kuechenmeister & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

Re: SSG Holdings, LLC Quiet Title Action

Dear Ms. Petraro:

Please find enclosed a color-coded plat showing the real property in question. The portion of the land currently owned by my client, SSG Holdings, LLC, is outlined in a black border. Those portions of my client's property that are colored in yellow would be the portions of the property that would be conveyed to the City of Salida. The portions shaded in blue would be those portions going to Chaffee County. The pink colored section would be the property that SSG would receive from the City of Salida and Chaffee County, and the property covered in red is the strip that SSG Holdings, LLC is quiet titling.

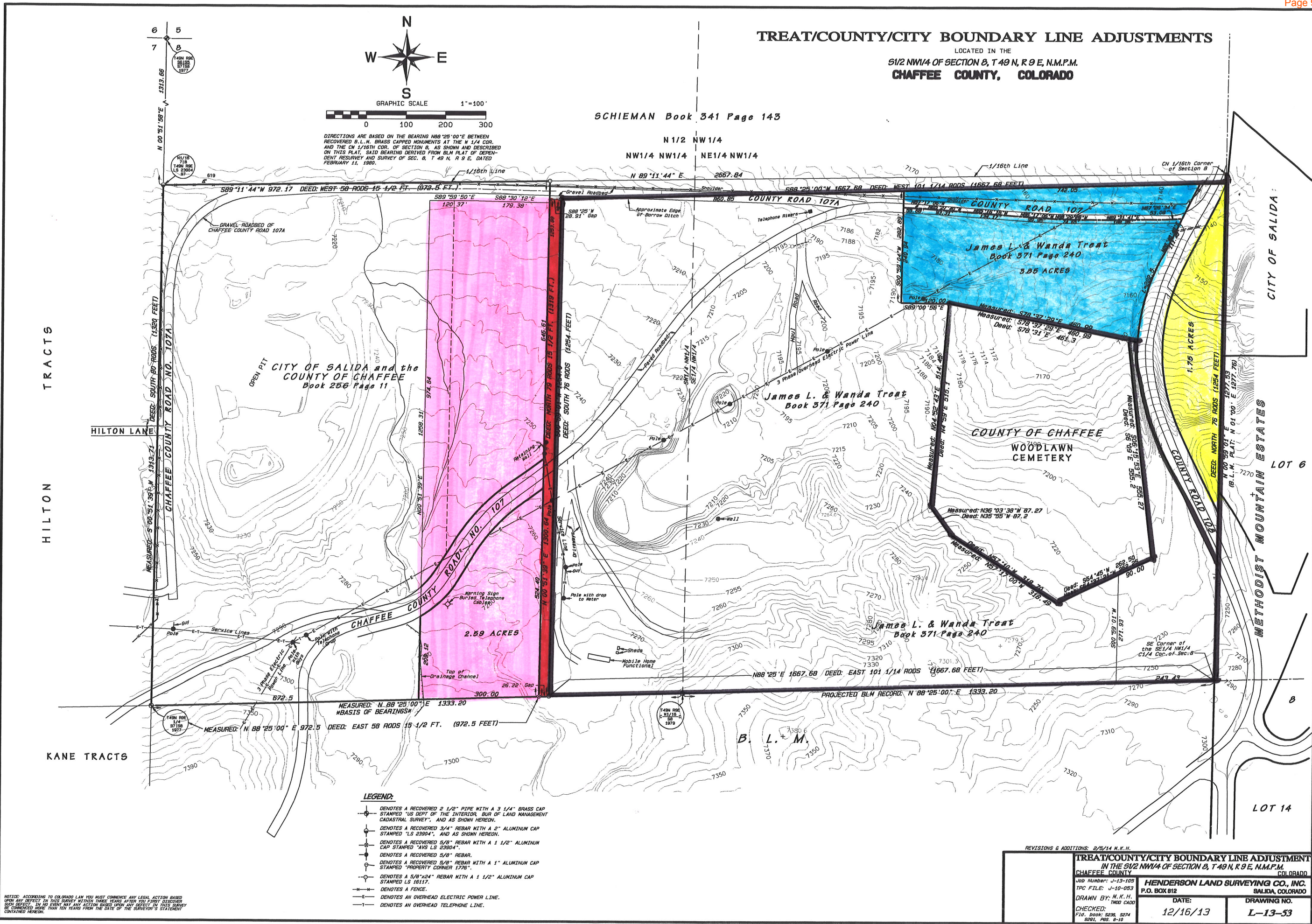
I hope this is of assistance. Please feel free to contact me with any questions, and I will be happy to answer them.

Sincerely,

Pete Cordova

PC/jlb

attachment

xc: SSG Holdings, LLC (w/attachment)



DIRECTIONS ARE BASED ON THE BEARING N89°25'00"E BETWEEN RECOVERED B.L.M. BRASS CAPPED MONUMENTS AT THE N 1/4 COR. AND THE CN 1/16TH COR. OF SECTION 8, AS SHOWN AND DESCRIBED ON THIS PLAT, SAID BEARING DERIVED FROM BLM PLAT OF DEPENDENT RESURVEY AND SURVEY OF SEC. 8, T 49 N, R 9 E, DATED FEBRUARY 11, 1980.

- LEGEND:**
- DENOTES A RECOVERED 2 1/2" PIPE WITH A 3 1/4" BRASS CAP STAMPED "US DEPT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY", AND AS SHOWN HEREON.
 - DENOTES A RECOVERED 3/4" REBAR WITH A 2" ALUMINUM CAP STAMPED "LS 23904", AND AS SHOWN HEREON.
 - DENOTES A RECOVERED 5/8" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED "LVS LS 23904".
 - DENOTES A RECOVERED 5/8" REBAR.
 - DENOTES A RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED "PROPERTY CORNER 1776".
 - DENOTES A 5/8"x24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED LS 16117.
 - DENOTES A FENCE.
 - DENOTES AN OVERHEAD ELECTRIC POWER LINE.
 - DENOTES AN OVERHEAD TELEPHONE LINE.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

REVISIONS & ADDITIONS: 2/15/14 M.K.H.	
TREAT/COUNTY/CITY BOUNDARY LINE ADJUSTMENT IN THE S1/2 NW1/4 OF SECTION 8, T 49 N, R 9 E, N.M.P.M. CHAFFEE COUNTY COLORADO	
Job Number: J-13-105 TPC FILE: J-10-053	HENDERSON LAND SURVEYING CO., INC. SALIDA, COLORADO
DRAWN BY: M.K.H. 1700 CAD0	DATE: 12/16/13
CHECKED: S230, S274 S291, P65: 8-10	DRAWING NO. L-13-53



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 22, 2018:

<p>AGENDA ITEM NO. VI. - 3.</p>	<p>ORIGINATING DEPARTMENT: Community Development</p>	<p>PRESENTED BY: Glen Van Nimwegen</p>
--	---	---

ITEM:

Resolution 2018-22: A resolution declaring the Buckley-Meadows Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for July 3, 2018.

BACKGROUND:

On April 16, 2018 staff received an application from Michael Buckley and Kathryn Meadows to annex approximately 2.55 acres located on Old Stage Road (CR 105), east of Oak Street. A conceptual review meeting was held with the Planning Commission and Council on May 7, 2018.





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 22, 2018:

AGENDA ITEM NO. VI. - 3.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Glen Van Nimwegen
------------------------------------	---	---

When annexing a property the City must follow state statutes for contiguity and process requirements. The steps and standards include:

- 1/6th of the perimeter of a proposed annexation must be contiguous with the City of Salida;
- Staff reviews the petition for compliance with city and state statutes and Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date;
- The public hearing is advertised in the newspaper for four consecutive weeks;
- The Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property;
- Council holds the public hearing on the annexation;
- Council adopts a resolution stating the proposed findings on the annexation;
- Council approves an annexation agreement; and
- Council holds a public hearing on the proposed zoning.

STAFF RECOMMENDATION:

Staff finds the proposed annexation in substantial compliance with city and state statutes and recommends Council adopt the proposed resolution setting a public hearing for July 3, 2018.

SUGGESTED MOTIONS:

A Council person should make a motion to “approve Resolution 2018-22 declaring the Buckley-Meadows Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for July 3, 2018.”

Attach.

Resolution 2018-22

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 22
SERIES OF 2018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE BUCKLEY-MEADOWS ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.

WHEREAS, in February 2018, Michael Buckley and Kathryn Meadows filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 2.55 acres located at 7221 CR 105 in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, after review of the annexation Petition and map, the City planning staff advised the City Council that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-101 *et seq.*; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Salida, Colorado.
2. The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
 - a. Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the City of Salida, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the City of Salida, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Salida, Colorado.
3. The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:
 - a. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

- i. has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
 - ii. comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Salida, Colorado, of all or part of the territory proposed to be annexed.
- c. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Salida more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City finds that the Petition is in compliance with Salida Municipal Code (SMC) §§ 16-9-10 through 16-9-40; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Salida has been held in the preceding twelve (12) months; and

WHEREAS, the signers of the Petition are the owners of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Salida, Colorado of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the names and mailing addresses of the signers of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

1. A written legal description of the boundaries of the area proposed to be annexed to the City of Salida, Colorado;
2. The boundary of the area proposed to be annexed to the City of Salida, Colorado;
3. Within the annexation boundary map, a showing of the location of each ownership tract in un-platted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
4. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Salida, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Salida, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA THAT:

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.
3. The City Council of the City of Salida, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, and SMC §§ 16-9-10 through 16-9-40, all as amended, and is considered eligible for annexation. The hearing shall be held on July 3, 2018, commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Salida, Colorado.

City of Salida, Colorado
Resolution No. 22, Series of 2018
Page 4 of 4

RESOLVED, APPROVED AND ADOPTED this 22nd day of May, 2018.

CITY OF SALIDA, COLORADO

Mayor

[SEAL]
ATTEST:

City Clerk/Deputy City Clerk

ANNEXATION PETITION**"INSERT A"**

(Description of territory proposed for annexation)

**EXHIBIT "A"
LEGAL DESCRIPTION**

Part of the South Half of the Northeast Quarter of the Southwest Quarter (S1/2 NE1/4 SW1/4) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, within the following described boundary lines:

Beginning at a point in the south line of said subdivision 533 feet East of the southwest Corner of the NE 1/2, SW 1/4, of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian;

thence North 224.3 feet;

thence North 77°30' East 806.4 feet to the east line of said subdivision;

thence South 398.8 feet to the southeast corner of said subdivision;

thence West 787 feet along the south line of said subdivision to the point of beginning.

TOGETHER WITH all water rights grantors may have in and to said above described property, and the rights they have by virtue of that Warranty Deed recorded in Book 252 at Page 496 and in the Correction Deed recorded in Book 268 at Page 151 of the Chaffee County, Colorado Records.

SUBJECT TO all easements of record.

LESS THE FOLLOWING DESCRIBED PARCEL which was conveyed to Kevin Swift on or about January 18, 1973.

Beginning at a point at a fence corner on the north side of a Chaffee County Road from whence the southeast corner (brass cap) of Section 4 bears South 66°55.4' East 3580.6 feet, said beginning point, two remaining tract corners, and two witness corners are marked by 5/8 inch rebar with 1 1/2 inch aluminum caps;

thence proceeding around the tract North 200.0 feet;

thence North 77°30' East 285.0 feet to a witness corner;

thence continuing North 77°30' East 144.5 feet to a point which is North 8°30.3' West of another witness corner;

thence South 8°30.3' West 107.7 feet to the witness corner;

thence continuing South 8°30.3' West 188.5 feet to a point on the north side of the said Chaffee County Road;

thence West along said north road side as fenced 375.5 feet to the point of beginning.