ARCHULETA COUNTY
BOARD OF COUNTY COMMISSIONERS

CALL TO ORDER THE REGULAR MEETING OF APRIL 19, 2016 AT 1:30 P.M.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

DISCLOSURES AND/OR CONFLICT OF INTEREST

APPROVAL OR ADJUSTMENTS TO AGENDA

* Executive Session - Specific Agenda Topic

PUBLIC COMMENTS FROM THE FLOOR*

This is an opportunity during the session for the public to address the Commissioner. Please step up to the podium, **STATE YOUR NAME AND ADDRESS FOR THE RECORD** and keep your comments to 3 minutes **(the Board is not required to discuss your comment or make a decision regarding your comment, under this section**).

ACKNOWLEDGEMENTS

A. **Recognition Of Years Of Service For Tonya Hamilton And Mitch Randall**

Tonya Hamilton and Mitch Randall have been with the Archuleta County Sheriff's office for twenty years.

Presentor	Rich Valdez
Presentor's Title	Sheriff

LIQUOR BOARD

A. **Consideration Of Approval For A Change Of Location Of Old West Spirits, Inc.**

This is a request for a change of location for Old West Spirits, Inc. from 40 County Road 600 to 10 Solomon Drive.

Presentor	Tonya McCann
Presentor's Title	Executive Assistant

Documents: OLD WEST SPIRITS CHANGE OF LOCATION APPLICATION.PDF

B. **Special Event Permit For Archuleta County Victim Assistance Program, Inc.**

This is an application for a Special Events Permit for Archuleta County Victim Assistance Program, Inc., to serve malt, vinous and spirituous liquor at the Pagosa Lakes Property Owners Association Clubhouse for a fundraiser on May 5, 2016. The Sheriff has been notified of this event. The proper fees were collected and the premises was posted for the required ten (1) days proper to today's hearing.

Presentor	Tonya McCann
Presentor's Title	Executive Assistant

Documents: SPECIAL EVENT PERMIT - ARCHULETA COUNTY VICTIM ASSISTANCE PROGRAM.PDF

C. **Special Event Permit For Pagosa Springs Rotary Club**

This is an application for a Special Events Permit for Pagosa Springs Rotary Club to serve malt, vinous and spirituous liquor at the Winslow on the Shire, located at 3366 Highway 84 for their Kentucky Derby Gala on May 7, 2016. The Sheriff has been notified of this event. The proper fees were collected and the premises was posted for the required ten (10) days prior to today's hearing.

Presentor	Tonya McCann
Presentor's Title	Executive Assistant

Documents: SPECIAL EVENT PERMIT - PAGOSA SPRINGS ROTARY CLUB.PDF

D. **Special Events Permit For Pagosa Mountain Morning Rotary Club**

This is an application for a Special Events Permit for Pagosa Mountain Morning Rotary Club to serve malt, vineous and spirituous liquor at the Pagosa Lakes Property Owners Association Clubhouse for Local Vocals 2016 on April 23, 2016. The Sheriff has been notified of this event. The proper fees were collected and the premises was posted for the required ten (10) days prior to today's hearing.

Presentor	Tonya McCann
Presentor's Title	Executive Assistant

Documents: SPECIAL EVENT PERMIT - PAGOSA MOUNTAIN MORNING ROTARY CLUB.PDF

BOARD OF ADJUSTMENTS HEARING

A. **Buckskin Towing & Repair Requests For Variance From Paving, Screening And Landscape Buffer In The Commercial (C) Zone, 1435 Hwy 160**

Board of Adjustment Public Hearing.

Cody and Dawn Ross, dba Buckskin Towing & Repair, are requesting Variance from Sections 27.1.7.3 and 27.1.7.4 of the Archuleta County Road and Bridge Design Standards and section 5.4.5.4 of the Archuleta County Land Use Regulations requiring paving of access and parking, for the existing parking and access on Parcels A & B, HIS Subdivision, located at 1435 Highway 160, Pagosa Springs, CO. Applicants are also requesting Variance from Section 5.4.2.6 of the Archuleta County Land Use Regulations requiring Outdoor Storage (as defined) to be screened from adjacent property or roads; and from Section 5.4.3.2 requiring a 40' landscaped buffer for commercial development along US Highway 160.

Presentor	John Shepard, AICP
Presentor's Title	Planning Manager

Documents: PLN16-012_BUCKSKIN_TOWING-BOA_20160419_STAFFREPORT.PDF, A1-PLN16-012_AREA_MAPS.PDF, A2-PLN16-012_REVIEW_COMMENTS.PDF, A3-PLN16-012_APPLICANTS_NARRATIVE.PDF, A4-PLN16-012_BUCKSKIN_SITEPLAN.PDF

LAND USE REGULATION HEARING

A. **Consideration Of A Corrected Plat For Loma Linda Subdivision Unit 3**

Sharon Crump, Exit Realty of Pagosa Springs, on behalf of Timothy Gordon & Linda Marsh, has applied for Final Plat approval of Loma Linda Subdivision Unit 3 Amendment 2016, to correct the plat for Lot 83, at 552 Loma Vista Ct. The Correction Plat is intended to remedy an error of the original Subdivision Plat to correctly locate the US Forest Service boundary. The property is currently vacant, zoned RR-Rural Residential zone.

Presentor	John Shepard, AICP
Presentor's Title	Planning Manager

Documents: PLN16-017_LOMALINDA3_AP-BOCC-20160419_STAFFREPORT.PDF, A1-PLN16-017_AREAMAPS.PDF, A2-MURREY_REVIEW_COMMENTS.PDF, A3-PLN16-017_PROJECT_NARRATIVE.PDF, A4-PLN16-017_CORRECTIONPLAT-LOMALINDA_LOT 83-20160321.PDF

CONSENT AGENDA

A. **PAYROLL, PAYABLE WARRANTS AND PURCHASE CARDS**

For April 6, 2016 - April 19, 2016

B. **REGULAR MEETING MINUTES**

Regular Meeting Minutes of April 5, 2016

Draft of Regular Meeting Minutes for April 5, 2016 for approval

Documents: 04-05-16R.PDF

C. **SPECIAL MEETING MINUTES**

Special Meeting Minutes for March 10, 2016

Draft of the Special Meeting Minutes of March 10, 2016 for approval.

Documents: 03-10-16S.PDF

D. **Consideration Of The Renewal Of A Hotel & Restaurant Liquor License For Righteous Path, LLC Dba Coyote Moon Bar & Grill**

Responsible Staff Person: Tonya McCann, Executive Assistant.

Documents: LIQUOR RENEWAL - COYOTE MOON.PDF

E. **Consolidate 2 Lots Into 1 Colorado'S Timber Ridge Phase 4 Owned By Thomas Jones And Lynn Jones**

This request is to consider the Resolution authorizing the consolidation of Lots 174 and 175 Colorado's Timber Ridge Phase 4, to become Lot 174X owned by Thomas Jones and Lynn Jones Responsible

Staff Person: John Shepard, Planning Manager

Documents: LOT CONSOLIDATION - THOMAS JONES.PDF, JONES T O AND E.PDF

NEW BUSINESS

A. **Non-Profit Grant Awards**

2016 Spring Non-Profit Grant Awards

Presentor	Bentley Henderson
Presentor's Title	County Administrator

Documents: 20160413113618147.PDF

B. **Consideration Of A Wildfire Mitigation Grant**

This is a request for the approval of the Wildfire Mitigation Grant between Archuleta County and the State of Colorado, Department of Public Safety, Division of Homeland Security and Emergency Management. This grant will be used to fund wildfire mitigation work for low income residents in the Stollsteimer Creek Watershed, in the Aspen Springs area for a two year period.

The total grant is $244,631, the Federal share is $183,473, the State share is $30,578.85 and the County share is $30,579.15. The County will offset its share by the salary paid for the Seasonal County Fire Crew and Emergency Operations Staff. FireWise SWCO has agreed to contribute $5,892 towards the County share.

Presentor	Bentley Henderson
Presentor's Title	County Administrator

Documents: WILDFIRE MITIGATION GRANT.PDF

C. **Amendment To The Original Contract-16 IHIA 79894 Colorado Community Response**

In July 2015, the Archuleta County Department of Human Services was awarded a contract to provide voluntary services and became a Colorado Community Response (CCR) Program site. Attached is an amendment to extend the Colorado Community Response Program contract between the Archuleta County Department of Human Services and the State of Colorado, acting by and through the Colorado Department of Human Services, Office of Early Childhood to continue to provide comprehensive voluntary services for families'.

This amendment will extend the contract term to June 30, 2017 and increase funds for services by $130,625 in FY17. The CCR grant is funded entirely by the State of Colorado and there is no county match for this funding opportunity.

Action requested: Approve and sign contract amendment signature page (in triplicate) continuing the CCR program for State fiscal year 2016-17.

Presentor	Matthew A. Dodson, LCSW
Presentor's Title	Director, ACDHS

Documents: CCR CONTRACT AMMENDMENT 16-17.PDF

PUBLIC COMMENTS FROM THE FLOOR

This is an opportunity during the session for the public to address the Commissioners on a subject not covered on the agenda. Please step up to the podium, **STATE YOUR NAME AND ADDRESS FOR THE RECORD** and keep your comments to 3 minutes **(the Board is not required to discuss your comment or make a decision regarding your comment, under this section**).

MEDIA QUESTIONS

COMMISSIONER COMMENTS

EXECUTIVE SESSION

Per C.R.S. 24-6-402(4):

The Board reserves the right to meet in executive session for any purposes allowed and announced

prior to voting to enter into executive session.

ADJOURNMENT OF THE REGULAR BOCC MEETING

All meetings to be held in the Archuleta County Administration Offices
398 Lewis Street, unless otherwise stated.
All Regular and Special BoCC Meetings are recorded.

COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
DENVER, COLORADO 80261
(303)-205-2300

FOR DEPARTMENT USE ONLY

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 42206480000
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE $ 750.00
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a	PRESENT LICENSE NUMBER
☑ Corporation ..... ☐ Individual ☐ Partnership ..... ☐ Limited Liability Company	42206480000

2. Name of Licensee	3. Trade Name
Old West Spirits Inc	Old West Spirits

4.Location Address		
40 County Road 600 Suite B		
City	County	ZIP
Pagosa Springs	Archuleta	81147

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change

• License Account No. _____

1983-750 (999) ☐ Manager's Registration (Hotel & Restr.)..$75.00

2012-750 (999) ☐ Manager's Registration (Tavern).....$75.00

☐ Change of Manager (Other Licenses) NO FEE

Section B – Duplicate License

• Liquor License No. _____

2270-100 (999) ☐ Duplicate License $50.00

Section C

2210-100 (999) ☐ Retail Warehouse Storage Permit (ea) $100.00

2200-100 (999) ☐ Wholesale Branch House Permit (ea).... 100.00

2260-100 (999) ☐ Change Corp. or Trade Name Permit (ea) . 50.00

2230-100 (999) ☑ Change Location Permit (ea)..... 150.00

2280-100 (999) ☐ Change, Alter or Modify Premises
$150.00 x _____ Total Fee _____

2220-100 (999) ☐ Addition of Optional Premises to Existing H/R
$100.00 x _____ Total Fee _____

1988-100 (999) ☐ Addition of Related Facility to Resort Complex
$75.00 x _____ Total Fee _____

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD

-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	**TOTAL AMOUNT DUE**	$ 900.00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

☑ Section C

Check the appropriate box in section C and proceed below.

1) ***For a Retail Warehouse Storage Permit,*** go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

2) ***For a Wholesale Branch House Permit,*** go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

3) ***To Change Trade Name or Corporation Name,*** go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

4) ***To modify Premise,*** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

5) ***For Optional Premises or Related Facilities*** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

6) ***To Change Location,*** go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On–Premises Licensee (Taverns, Restaurants etc.)

☐ Off–Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of storage premise: _____

City _____, County _____, Zip _____

Attach a deed/ lease or rental agreement for the storage premises.
Attach a detailed diagram of the storage premises.

CHANGE TRADE NAME OR CORPORATE NAME

6. Change of Trade Name or Corporation Name

☐ Change of Trade name / DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

CHANGE OF LOCATION

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority March 21, 2016 **Date of Hearing** April 19, 2016

(a) Address of current premises ~~40 County Road 600 Suite B~~

City ~~Pagosa Springs~~ County ~~Archuleta~~ Zip ~~81147~~

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address ~~10 Solomon Dr.~~

City ~~Pagosa Springs~~ County ~~Archuleta~~ Zip ~~81147~~

(c) New mailing address if applicable.

Address ~~10 Solomon Dr. Suite C~~

City ~~Pagosa Springs~~ County ~~Archuleta~~ State ~~Co~~ Zip ~~81147~~

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

CHANGE OF MANAGER

8. Change of Manager or to **Register the Manager** of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment?..... Yes ☐ No ☐

Does manager have a financial interest in any other liquor licensed establishment?..... Yes ☐ No ☐

If yes, give name and location of establishment _____

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed _____

(b) **If the modification is temporary,** when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) ..... Yes ☐ No ☐

(d) Is the proposed change in compliance with local building and zoning laws? ..... Yes ☐ No ☐

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

..... Yes ☐ No ☐

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

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	Title	Date
[signature]		03-19-16

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / 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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority
Archuleta County	March 19, 2016

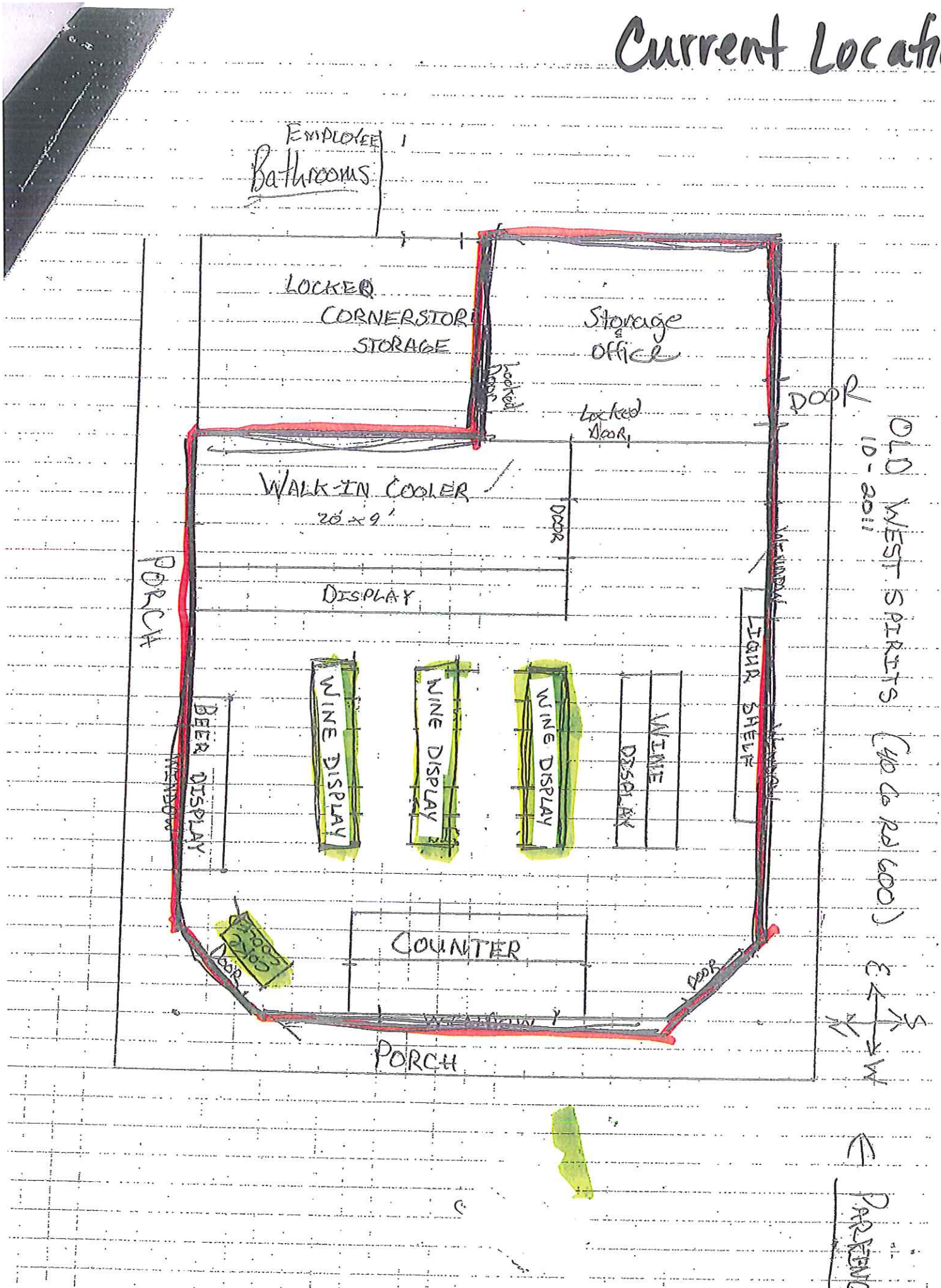
Signature	Title	Date
	Chairman	

REPORT OF STATE LICENSING AUTHORITY

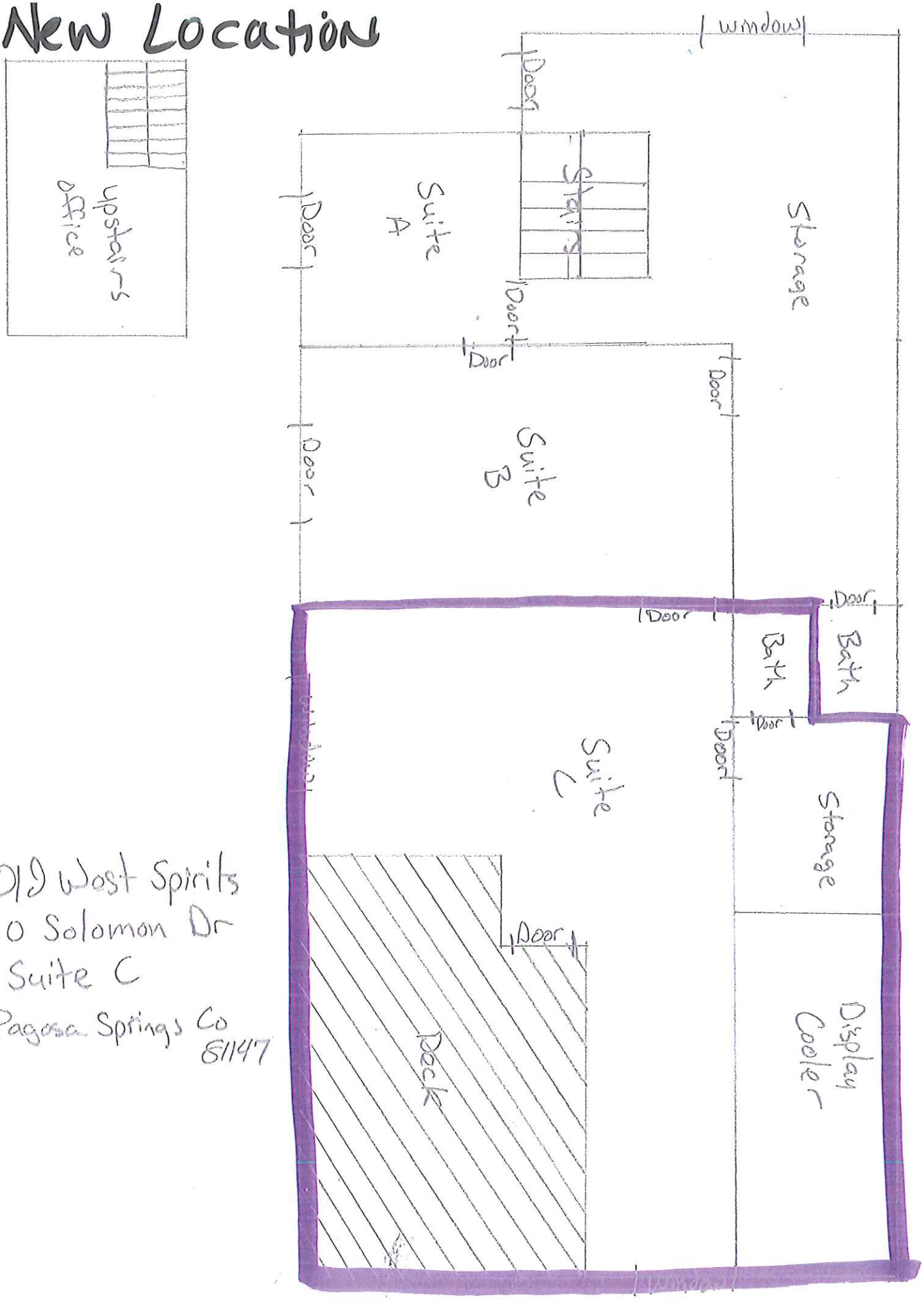
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date

Current Location



New Location



Old West Spirits
10 Solomon Dr
Suite C
Pagosa Springs Co
81147

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT made and entered into on this __1_ day of __March___, 2016 by and between **CHORION PROPERTIES, L.L.C.** (hereinafter referred to as "LANDLORD") and **OLD WEST SPIRITS, INC** (hereinafter referred to as "TENANT") upon the following terms and conditions as set forth herein:

I. DEFINITIONS.

As used is in this document, the following terms have the following limited meanings:

a. "Landlord" shall mean Chorion Properties, L.L.C., whose address is 1689 Hersch Avenue, Pagosa Springs, Archuleta County, Colorado.

b. "Tenant" shall mean Old West Spirits, Inc, whose address is__40 County Road 600 _Suite B_, Pagosa Springs _, Colorado

c. "Premises" shall mean the following described real estate with improvements:

_10 Solomon Dr. __Suite C_, Pagosa Springs, Archuleta County, Colorado.

Physical street address: __10 Solomon Dr__, Pagosa Springs, Archuleta County, Colorado

II. TERM.

2.1 ***Base Term.*** The term of this Agreement is for twelve (12) months commencing on _March 1,2016_, (hereinafter: the "Commencement Date") and expiring __February 28,2017_, unless terminated sooner according to the terms of this Agreement.

2.2 ***Option to Renew.*** Provided that Tenant is not then in default hereunder, Tenant and Landlord shall have the option to extend the term of this Agreement for one (1) year renewal period(s) as set forth herein. This lease shall not be extended beyond the base term unless both Landlord and Tenant execute a subsequent agreement providing the parties' mutual acknowledgment and desire to extend the rental term herein for subsequent one (1) year renewal period(s).

III. RENT.

3.1 ***Fixed Minimum Rent.*** Tenant shall pay Landlord as rent for the Premises the total monthly rent of Eight Hundred Dollars ($800.00).

3.2 ***Damage Deposit.*** Upon execution of this Agreement, Tenant shall pay to Landlord the sum of $___N/A_____ as a damage deposit for lease of said Premises. Such damage deposit will be returned to the Tenant when the lease is terminated and Tenant has removed its personal property from said Premises minus Landlord's costs in fixing and repairing any damage incurred to said Premises and for any deduction made for any unpaid rent.

3.3 ***Payments.*** All payments of rent shall be paid to Landlord in advance on the tenth day of each month and will be delinquent after the fifteenth day at the address for notices set forth in this Agreement. Any delinquent payment shall bear interest at the rate of twelve percent (12%) per annum from the date payment was due.

3.4 ***General Terms of Rent Payments.*** The rent payments shall be paid without setoff, deduction or notice of demand and in addition to all other payments (including, without limitation, taxes and insurance) to be made by Tenant as provided in this Agreement. The rent paid shall be absolutely net to Landlord so that this Agreement shall yield, net, to Landlord the rent specified in this Agreement; and all costs, fees, expenses, charges or obligations of every kind and nature relating to the Premises which may arise or become due during the term of this Agreement shall be paid by Tenant; and Landlord shall be indemnified and saved harmless by Tenant from and against any costs, fees, expenses, charges and obligations.

IV. <u>COVENANTS OF TENANT.</u> Tenant covenants and agrees as follows:

4.1 ***Personal Property Taxes.*** Tenant shall pay, prior to delinquency, any and all taxes and assessments levied or assessed during the lease term upon or against (I) all furniture, fixtures, signs and equipment and any other personal property installed or located within the Premises; and (ii) all alterations, additions, betterments or improvements of whatsoever kind or nature, made by Tenant to the Premises, including such improvements and betterments as presently exist and as made by Tenant, as the same may be separately levied, taxed and assessed against or imposed directly upon Tenant by the taxing authorities.

4.2 ***Utilities.*** Tenant shall pay all charges for heat, electricity, water, sewage, gas, garbage or special fees, metering charges or utility charges or services of any nature used on the Premises, including taxes thereon.

4.3 ***Insurance.***

(i) *Liability Insurance.* Tenant shall carry and maintain, at its sole cost and expense and as additional rent, bodily injury liability insurance with limits of not less than $500,000 per person and $1,000,000 per occurrence insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than $500,000 per accident or occurrence.

(ii) *Hazard Insurance.* Tenant shall carry fire and extended coverage insurance in standard policies in an amount equal to full insurable value of the Premises. Tenant shall use every reasonable precaution against fire.

(iii) *Provisions Applicable to All Insurance.* With respect to all insurance required to be maintained hereunder by Tenant:

(A) such insurance shall be issued by good and responsible insurance companies licensed to transact business in the State of Colorado and acceptable in all respects to Landlord;

(B) each insurance policy shall contain agreement by or endorsements of the insurer that (1) such policy shall not be cancelled for any cause without at least ten (10) days' prior written notice from the insurer to Landlord; (2) losses shall be payable by the insurer notwithstanding any act or negligence of Tenant which might otherwise result in the forfeiture of said insurance; and (3) no act or omission of Tenant shall invalidate the interest of Landlord;

(C) if Tenant fails to maintain such insurance, Landlord may, at its election, procure the same, adding the premium cost thereof to the amount of the next payment of Fixed Minimum Rent to be made by Tenant hereunder, and payment by Landlord of any such premium shall not be deemed to waive or release the default of Tenant in the payment thereof; and

(D) insurance coverage herein provided shall be for the benefit of both Landlord and Tenant, as their respective interests may appear, and any mortgages designated by Landlord; and Landlord shall be an additional named insured under all such policies of insurance.

4.4 ***Use of Premises.*** Tenant shall occupy and use the Premises for the corporate and business operations for a liquor store, and for no other purpose. Tenant shall observe and comply with all laws, orders, rules and regulations of any governmental authority relating to the Premises and will not permit same to be used for illegal purposes nor permit any nuisance to be created or maintained thereon. Tenant shall not use or permit upon the Premises anything that will invalidate any policy of insurance now or hereafter carried on the Premises or that will increase the rate of insurance thereon. Tenant shall not use or permit upon the Premises anything that may be dangerous to life or limb and shall not in any manner deface or injure the Premises.

4.5 ***Cleanliness.*** Tenant shall keep the Premises and open areas adjoining the Premises free and clear from dirt and refuse.

4.6 ***Maintenance of Premises.*** Tenant shall keep all waste and drain pipes open within

the Premises; make all necessary repairs to plumbing and all other utility lines within the Premises and continuously keep and maintain the exterior doors, plate glass, and the interior of the Premises. Tenant shall keep the sidewalk adjoining the Premises clean and unobstructed in any way and free from ice or snow and shall, at Tenant's cost, replace all windows broken, from any cause whatsoever. Tenant shall be responsible to maintain the exterior portions of the building, including any parking lot, sidewalks, and landscape areas, and shall be responsible to maintain, repair, and replace all mechanical equipment serving the Premises and keep the same in good order and repair.

4.7 ***Inspection.*** Tenant will allow Landlord or its agents to have access to the Premises upon not less than 24 hours prior notice for the purpose of inspection, or in the event of fire or other property damage. If Landlord deems any repairs required to be made by Tenant necessary, Tenant shall make the same upon receipt of written notice from the Landlord. Landlord may exhibit the Premises to prospective tenants and to put a notice of rental on the Premises up to three (3) months preceding the expiration of this Agreement, which notice shall not be removed by Tenant.

4.8 ***Indemnification.*** Landlord shall not be responsible or liable for the act of Tenant, its agents, employees or invitees; nor shall Landlord be liable for any loss, theft, damage, injury to or death of any person or damage of property on or about the Premises unless occasioned by the gross negligence or willful act of Landlord or its agents or employees in the cause and scope of their employment. Tenant shall protect, defend, indemnify and hold harmless Landlord and Landlord's shareholders, officers, agents, servants, employees or other duly authorized representatives from all suits, actions or claims of any character, and all expenses incidental to the defense of such suits, actions or claims, based upon or arising out of: (i) any injury, disease, sickness or death of any person or persons; or (ii) any damages to any property, including, in part, loss of use thereof, caused by Tenant or its respective agents, servants, employees or duly authorized representatives, or anyone else under Tenant's direction and supervision, and arising out of, in connection with or relating to Tenant's use of the Premises or the warehousing or storage of any material or supplies of Tenant.

4.9 ***Hazardous Substances.*** Tenant shall not use, store, handle, dispose of, generate, or transport to or from the Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," Hazardous materials," or "toxic substances" under any applicable laws, ordinances or any regulations relating to industrial hygiene or to environmental conditions on, under or about the Premises. Tenant shall not install, use or incorporate into the Premises any asbestos or asbestos containing materials.

4.10 ***Government Regulations.*** Tenant will promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon Tenant by the ordinances, laws, and/or regulations of the municipality in which the Premises are located, or by any of its

various departments, whether required of Landlord or otherwise, to be done or performed during the term of this Agreement, insofar as they are occasioned by or required in the conduct of the business of Tenant.

4.11 ***Alterations, Additions and Improvements.*** Tenant shall not make any structural alterations, additions, or improvements to the Premises without the prior written consent of Landlord. Tenant shall not change any locks under its control unless if first notifies Landlord and supplies Landlord with a key. Tenant shall, at its own expense, repair any injury or damage to the Premises resulting from any such installation or removal. Any alterations, physical additions or improvements made to the Premises by Tenant, which shall not be deemed trade fixtures and which shall not be removed at the termination of this Agreement, shall become the property of Landlord and shall be surrendered to Landlord at the termination of this Agreement.

4.12 ***No Liens.*** Tenant shall promptly pay for any work done or material furnished in or about the Premises, and Tenant shall not suffer or permit any lien to attach to the Premises, and Tenant shall promptly cause any such lien or claim therefor to be released; provided, however, that in the event Tenant contests any such claim, Tenant shall indemnify and secure Landlord to the satisfaction of Landlord. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to place liens on or to give security interests in any or all of Tenant's fixtures and Tenant's other personal property erected or installed on the Premises.

4.13 ***Holdover.*** Should Tenant hold over the term hereby created, Tenant shall be considered a tenant from month to month at one hundred fifty percent (150%) of the Fixed Minimum Rent payable hereunder for the last month of the lease term, and otherwise upon the covenants and conditions set forth in this Agreement and such tenancy shall continue until thirty (30) days after either party hereto serves upon the other written notice of intention to terminate such tenancy.

4.14 ***First Right of Refusal.*** During the term of the lease set forth herein and any renewal periods entered thereafter by the parties, Tenant hereby agrees that Landlord shall have the first right of refusal to purchase Tenant's business that is operating out of Landlord's Premises set forth herein should Tenant desire to sell his/her/its business.

V. <u>COVENANTS OF LANDLORD.</u> Landlord covenants and agrees as follows:

5.1 ***Marketable Title.*** Landlord owns marketable title to the Premises, subject only to mortgage liens, easements and restrictions of record.

5.2 ***Quiet Enjoyment.*** For so long as Tenant is not delinquent in the payment of any rent or is not in default of the performance of any other term or condition of this Agreement to be performed by Tenant, then, during the term of this Agreement, Tenant may peacefully hold and enjoy Premises without any interruptions by Landlord, its assigns, or any persons lawfully claiming through Landlord.

5.3 ***Real Estate Taxes.*** Landlord shall pay all real estate taxes and general and special assessments on the Premises which are levied or assessed and/or become owing during the term of this Agreement before the same become delinquent.

VI. DESTRUCTION BY FIRE OR ELEMENTS.

6.1 ***Repair or Rebuilding.*** In the event of fire or other casualty, Tenant shall give immediate notice thereof to Landlord, who shall, unless the improvements on the Premises be so damaged that Landlord shall decide not to reconstruct, thereupon cause the damage to be promptly repaired with the insurance proceeds, and Tenant shall be liable and responsible for the cost of such repair and restoration to the extent that the cost exceeds the amount of the insurance proceeds. If the improvements be so damaged that the Landlord shall decide not to repair or reconstruct the same, then the term of this Agreement shall cease and the accrued rent shall be paid up to the time of the fire or other casualty with no further obligation on either party hereto to recognize this Agreement if the improvements be later rebuilt. If Landlord elects not to rebuild, notice to Tenant shall be given prior to sixty (60) days after the occurrence of the damage. If Landlord notifies Tenant of its decision to rebuild, rent during the restoration of the Premises and until their full use is again available to Tenant shall be abated to correspond to the amount of usable space available to Tenant; but, after restoration is completed, the full rent shall be assumed.

6.2 ***Damage and Interrupted Operation.*** Landlord shall not be liable for any damage either to person or property sustained by Tenant, due to improvements on the Premises or any part thereof or any appurtenances thereof becoming out of repair or due to the happenings of any accidents in or about said improvements, or due to any act or neglect of any tenant or occupant of said improvements, or of any other person. This provision shall apply especially (but not exclusively) to damage caused by water, snow, frost, steam, sewage, illuminating gas, sewer gas or odors, or by the bursting or leaking of pipes and shall apply equally, whether such damage be caused by the act or neglect of any other person. If any such damage shall be caused by the act or neglect of Tenant, Landlord may, at its option, repair such damage; and Tenant shall thereupon reimburse Landlord the total cost incurred to repair such damage. Tenant agrees that all personal property upon the Premises shall be at the risk of Tenant only and that Landlord shall not be liable for any damage thereto or theft thereof. Landlord shall not be liable for the stoppage or interruption of water, light or heat caused by riot, strike, accident or by any other cause over which Landlord has no control.

6.3 ***Waiver of Subrogation.*** Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by either of them respectfully, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss, to the extent reimbursed by such insurance.

VII. EMINENT DOMAIN.

7.1 ***General.*** In the whole or part of the Premises shall be taken under the power of eminent domain or shall be conveyed to the governmental agency to avoid such taking and such taking shall cause the remainder of the Premises to be inadequate for use by Tenant for the purpose for which the same are leased, either Landlord or Tenant shall have the option to terminate this Agreement as of the date Tenant is required to yield possession. If a part of the Premises shall be so taken that the remaining part of the Premises shall be adequate for use by Tenant, then this Agreement shall terminate as to the part so taken or conveyed on the day when Tenant is required to yield possession thereof and Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to usable condition and the Fixed Minimum Rent payable hereunder shall be reduced in proportion of the part of the Premises so taken. All compensation awarded for such taking of the fee and the leasehold shall belong to and be the property of Landlord and the same is hereby assigned to Landlord and Tenant shall have no interest or claim to such award or any part thereof, provided, however, that Landlord shall not be entitled to any portion of the award made to Tenant for the cost of removal of stock and fixtures.

VIII. DEFAULT AND REMEDIES.

8.1 ***Default.*** Each of the following shall be deemed a default by Tenant and a breach of this Agreement:

(i) A failure on the part of Tenant to pay any installment of Fixed Minimum Rent or to pay any additional rent, which failure persists after the expiration of five (5) days from the date the payment becomes due.

(ii) A failure on the part of Tenant to observe or perform any of the other terms, covenants or conditions of this Agreement, which failure persists after the expiration of twenty (20) days from the date Landlord gives notice to Tenant of the existence of such failure, provided, however, that if the matter which is the subject of the notice is of such a nature that the same cannot reasonably be corrected within twenty (20) days, then no default shall be deemed to have occurred if Tenant, before the expiration of the twenty (20) day period, commences the curing of the default and diligently prosecutes the same to completion.

8.2 ***Surrender of Premises.*** In the event of any default by Tenant hereunder, Landlord at any time thereafter may, at its option, give Tenant five (5) days written notice of intention to terminate Tenant's right to possess the Premises and thereupon at the expiration of said five (5) days Tenant's possessory interest under this Agreement shall expire, and Tenant shall quit and surrender the Premises to Landlord, but Tenant shall remain liable as provided herein.

8.3 ***Termination.*** In the event of the occurrence of any of the following, this Agreement shall ipso facto terminate and Landlord shall immediately, without notice of other action by it, be entitled to the remedies as provided herein:

(i) The filing of a petition by or against Tenant for adjudication of Tenant as a bankrupt under the federal bankruptcy act as now or hereafter amended or supplemented, or for reorganization of Tenant within the meaning of Chapter XI of the Bankruptcy Act, or the filing of any petition by or against Tenant under any future bankruptcy act for the same or similar relief;

(ii) The dissolution or liquidation of Tenant, or for the appointing of a receiver or trustee of a substantial portion of the property of Tenant, whether instituted by or against Tenant;

(iii) The taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or

(iv) The making by Tenant of an assignment for the benefit of its creditors.

8.4 ***Reentry.*** If the notice of default by Tenant shall have been given and the term for cure shall expire as aforesaid, or if Tenant shall abandon the Premises, or if this Agreement shall be taken from Tenant as a result of any execution against Tenant in any proceeding in which Tenant shall have no appeal or further appeal, then and in such event Landlord may without notice reenter the Premises either by force or otherwise and dispossess Tenant by summary dispossess proceedings or otherwise, and Tenant or other occupant or occupants of the Premises will remove their effects and hold the Premises as if this Agreement had not been made, and Tenant hereby waives the service of notice of intention to reenter or to institute legal proceedings to that end.

8.5 ***Remedies.*** In case of any default, reentry, expiration and/or dispossess by summary dispossess proceedings or otherwise:

(i) The Fixed Minimum Rent and additional rent shall become due thereupon and be paid up to the time of such default, reentry, dispossess, and/or expiration, together with such expenses as Landlord may incur incident to the recovery of possession, brokerage and/or putting the Premises in good order, or for preparing the same for re-rental;

(ii) Landlord may relet the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Agreement; and/or

(iii) Tenant shall also pay Landlord as damages, for the failure of Tenant to observe and perform Tenant's covenants herein contained, any deficiency between the Fixed Minimum Rent and additional rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected by reason of the reletting of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Agreement. Any such damages shall be paid in monthly installments by Tenant on the rent days specified in this Agreement and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar action or proceeding. In the event of a breach or threatened breach by Tenant of any fo the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed by law or in equity as if reentry, summary dispossess proceedings, and other remedies were not herein provided for. Mention in this Agreement of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. All rights and remedies of Landlord herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable. If Tenant fails to pay, when due, any rents, taxes, assessments, utility charges or other charges on the Premises which might be the responsibility of Tenant hereunder, then Landlord at its sole option shall have the right to pay the same. All amounts due from Tenant to the Landlord hereunder shall accrue interest thereon due from Tenant at the rate of fifteen percent (15%) per annum from the due date until payment thereof by Tenant.

(iv) If Landlord shall enter into and repossess the Premises by reason of the default of Tenant in the performance of any of the terms, covenants or conditions herein contained, then and in that event Tenant hereby covenants and agrees that Tenant will not claim the right to redeem or reenter the Premises or restore the operation of this instrument, and Tenant hereby waives the right to such redemption and reentrance under any present or future law, and does hereby further, for any party claiming through or under Tenant, expressly waive its right, if any, to make payment of any sum or any subrogation to the rights of Tenant under these presents, or any of the covenants thereof, by reason of such payment.

IX. ASSIGNMENT AND SUBLETTING.

9.1 ***General.*** Tenant shall not assign this Agreement nor any interest hereunder and shall not permit any assignment at law, shall not sublet the Premises or any part thereof, and shall not permit the use of the Premises by any party other than Tenant, Tenant's agent and servants

without obtaining the prior written consent of Landlord. No assignment or subletting (or purported assignment or subletting) in whole or in part and no acceptance by Landlord of rent or other performance of this Agreement from or by an assignee or subtenant shall, in any event, relive or release Tenant of the primary responsibility for all payments, covenants, duties and obligations hereunder or constitute a waiver of such responsibility. If Landlord sells or transfers all or any portion of the Premises, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Agreement if Landlord's successor has assumed in writing, for the benefit of Tenant, Landlord's obligations under this Agreement.

X. GENERAL AGREEMENTS.

10.1 ***Signs.*** Tenant, at its cost, shall have the right to place, construct and maintain on the Premises appropriate signs advertising its business, subject to the sign ordinances of the city in which the Premises is located. Upon the termination of this Agreement, Tenant shall have the right to remove all such signs and repair any damage to the Premises caused by the removal of such signs.

10.2 ***Notices.*** All notices required to be given hereunder shall be in writing, and, if intended for Landlord, shall be served upon any of the offices of Landlord or its agent, or shall be mailed by registered or certified mail, postage paid, to the address set forth above, or if intended for Tenant, shall be served upon one of the officers or other authorized representative of Tenant personally, or shall be mailed by registered or certified mail, postage prepaid, to the Premises or the address set forth above. Either party shall have the right to change its mailing address by notice being served, by registered or certified mail, of such change.

10.3 ***No Waiver.*** No waiver by Landlord of a default by Tenant shall be implied and no express waiver shall extend to any default other than that specified therein and then only for the period and to the extent specifically stated. The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions and agreements of this Agreement shall not be deemed a waiver of any of the Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Tenant of any covenant, condition, and agreement of this Agreement. No surrender of the Premises shall be effected by Landlord's acceptance of rental or by any other means whatsoever unless the same is evidenced by Landlord's written acceptance of such as a surrender.

10.4 ***Entire Agreement.*** This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. The use of one gender in this Agreement shall include any gender; and the singular shall include the plural or the plural the singular, as the context hereof may require.

10.5 ***Governing Law; Severability.*** This Agreement shall be governed by and construed

in accordance with the laws of the State of Colorado. If any clause or provision hereof should be determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal term thereof, then and in the event, it is the express intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the express intention of the parties hereto that in lieu of each clause or provision of this Agreement which may be determined to be illegal, invalid, or unenforceable, there may be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

10.6 ***Short-Form Lease.*** The parties hereto will, at the option of Landlord, simultaneously with the execution and delivery of this Agreement, execute and deliver a short-form lease for the purpose of recording; and both parties agree that only such short-form lease shall be recorded. At the expiration of the lease term, Tenant shall, if requested by Landlord, execute, acknowledge and deliver to Landlord and appropriate instrument of surrender, in form proper for recording, of all Tenant's interest in the Premises.

10.7 ***Tenant's Certificate.*** Upon the request of Landlord or any lender who holds or will be conveyed a first lien against the Premises herein, Tenant shall furnish "estoppel certificates" regarding the status of this Agreement, rent payments, defaults by either party, deposits or rental payments made in advance, any claims for reimbursement by Tenant and whether Tenant is in occupancy of the Premises and actively conducting its business therein.

10.8 ***Landlord's Lien.*** Tenant hereby grants Landlord as security interest and lien upon all the trade fixtures, goods and stock in trade, and personal property of Tenant which are, or hereafter may be, placed in or upon the Premises, to secure the payment of the Fixed Minimum Rent and all additional rent.

10.9 ***Subordination.*** This Agreement and its interest thereunder shall be subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Premises and to any and all advances to be made thereunder and to the interest thereon, and to all renewals, replacements and extensions thereof. In the event of any mortgagee or trustee electing to have this Agreement a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgage or trustee notifying Tenant in writing to that effect, this Agreement shall be deemed a superior lien to the said mortgage or deed of trust, whether or not this Agreement is dated prior to or subsequent to the date of said mortgage or deed of trust.

10.10 ***Condition of Termination.*** On the last of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as when received, ordinary wear and tear and loss by fire or other unavoidable casualty excepted.

10.11 ***Attorney's Fees and Expenses.*** Tenant shall pay all reasonable attorney's fees and expenses which Landlord incurs in enforcing any of the obligations of Tenant under this Agreement, or in any litigation or negotiations in which Landlord shall, without its fault, become involved through or on account of this Agreement.

10.12 ***Time.*** The time of performance of all of the covenants, conditions and agreements of this Agreement is of the essence.

10.13 ***Relationship.*** It is expressly understood that Landlord shall not be construed or held to be a partner or associate of Tenant in the conduct of its business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of landlord and tenant.

IN WITNESS WHEREOF the parties hereto set their hands the day and year above first written.

LANDLORD:

Chorion Properties LLC

CHORION PROPERTIES, L.L.C., Landlord
By: Phillip J. Perrie, Member

TENANT:

OLD WEST SPIRITS, Inc, Tenant
By: Min S Marshall

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

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

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110 [x]	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: Archuleta County Victim Assistance Program, Inc.
State Sales Tax Number (Required): 98-13600-000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
PO Box 2913
Pagosa Springs, CO 81147

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
230 Port Avenue
Pagosa Springs, CO 81147

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Musetta Wollenweber	[illegible]	475 Lewis Street, Pagosa Springs, CO 8[illegible]	970-264-9075
5. EVENT MANAGER: Carmen Hubbs		475 Lewis Street, Pagosa Springs, CO 81[illegible]	970-264-9075

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

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

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

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

Date 05/06/2016	Date	Date	Date	Date
Hours From 6:30 p.m. To 10:00 p.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

OATH OF APPLICANT

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

SIGNATURE	TITLE	DATE
[signature]	Executive Director	03/09/2016

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)	[ ] CITY [ ] 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)	$

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ARCHULETA COUNTY VICTIM ASSISTANCE PROGRAM, INC.

is a **Nonprofit Corporation** formed or registered on 10/02/1998 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19981177829.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/18/2015 that have been posted, and by documents delivered to this office electronically through 08/20/2015 @ 14:40:51.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 08/20/2015 @ 14:40:51 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9282936.

Secretary of State of the State of Colorado

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

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

Archuleta County Victim Assistance Program
Attn: Carmen Hubbs
PO Box 2913
Pagosa Springs, CO 81147

RE: Archuleta County Victim Assistance Program, a 501(c)3 nonprofit organization
Special Event License

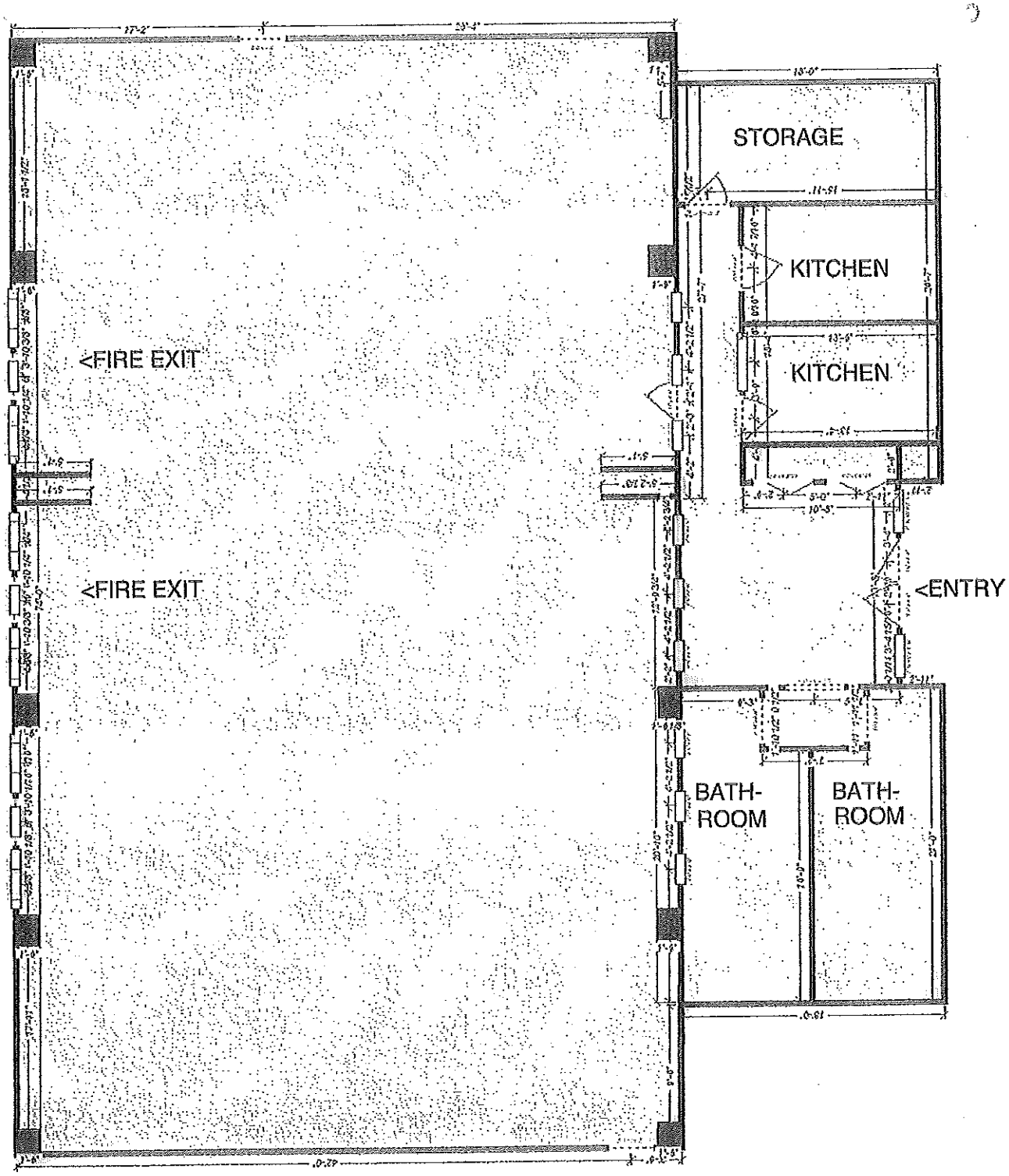
To whom it may concern:

Archuleta County Victim Assistance Program has reserved the Pagosa Lakes Clubhouse for the day of Friday, May 6th, 2016 for a special event. Pagosa Lakes is granting permission to the Archuleta County Victim Assistance Program to have alcoholic beverages while using the clubhouse for the event. The Pagosa Lakes Clubhouse is located at 230 Port Avenue in the Vista Subdivision.

Please let me know if you have any questions.

Jenifer Pitcher
Pagosa Lakes Property Owners Association
Community Lifestyle Coordinator
(970) 731-5635 X210
jenp@plpoa.com

PAGOSA LAKES PROPERTY OWNERS ASSOCIATION
CLUBHOUSE



RESTRICTED PERIMETER
ALL DOORS WILL BE MONITORED

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

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

- ☐ SOCIAL
- ☐ FRATERNAL
- ☐ PATRIOTIC
- ☐ POLITICAL
- ☐ ATHLETIC
- ☐ CHARTERED BRANCH, LODGE OR CHAPTER
- ☒ OF A NATIONAL ORGANIZATION OR SOCIETY
- ☐ RELIGIOUS INSTITUTION
- ☐ PHILANTHROPIC INSTITUTION
- ☐ POLITICAL CANDIDATE
- ☐ MUNICIPALITY OWNING ARTS FACILITIES

☒ NON-PROFIT

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: Pagosa Springs Rotary Club, Inc.
State Sales Tax Number (Required): 36-170 7667

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): P.O. Box 685, Pagosa Springs, CO 81147

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): Winslow on the Shire, 3366 Highway 84, Pagosa Springs, CO 81147

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Jo Bridges		800 Stevens Circle, Pagosa Springs, CO 81147	970-731-0038
5. EVENT MANAGER: Anita McPherson		145 Davis Cup Dr. #4046, Pagosa Springs, CO 81147	602-515-8517

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	Date	Date	Date	Date
MAY 7, 2016				
Hours From 1:00 p.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 8:00 p.m.	To .m.	To .m.	To .m.	To .m.

OATH OF APPLICANT

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

SIGNATURE	TITLE	DATE
Anita P. McPherson	Event Chairman	3/16/2016

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)	☐ CITY ☐ 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)	$

(Instructions on Reverse Size)

Subject: Kentucky Derby

From: Heidi Stager (heidi@sunsetsinc.com)

To: apringle47@yahoo.com;

Date: Tuesday, February 16, 2016 4:53 PM

This is an acknowledgement that Anita McPherson, representing the Rotary Club, has secured a one day booking of "Winslow on the Shire" located at 3366 Highway 84, Pagosa Springs, CO 81147 for:

Saturday, May 7th, 2016

This one day rental will be offered at $1000.00 for the day.

Please mail a check to: Heidi Stager, P.O. Box 28, Torrance, CA 90507

Thank you so much for your business, and we hope your fundraiser is a huge success!

Regards,

Heidi Stager, Owner, Winslow on the Shire

Will be a $400-500.00 cleaning fee in addition

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

PAGOSA ROTARY COMMUNITY ASSISTANCE FUND, INC

is a **Nonprofit Corporation** formed or registered on 12/13/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121687039.

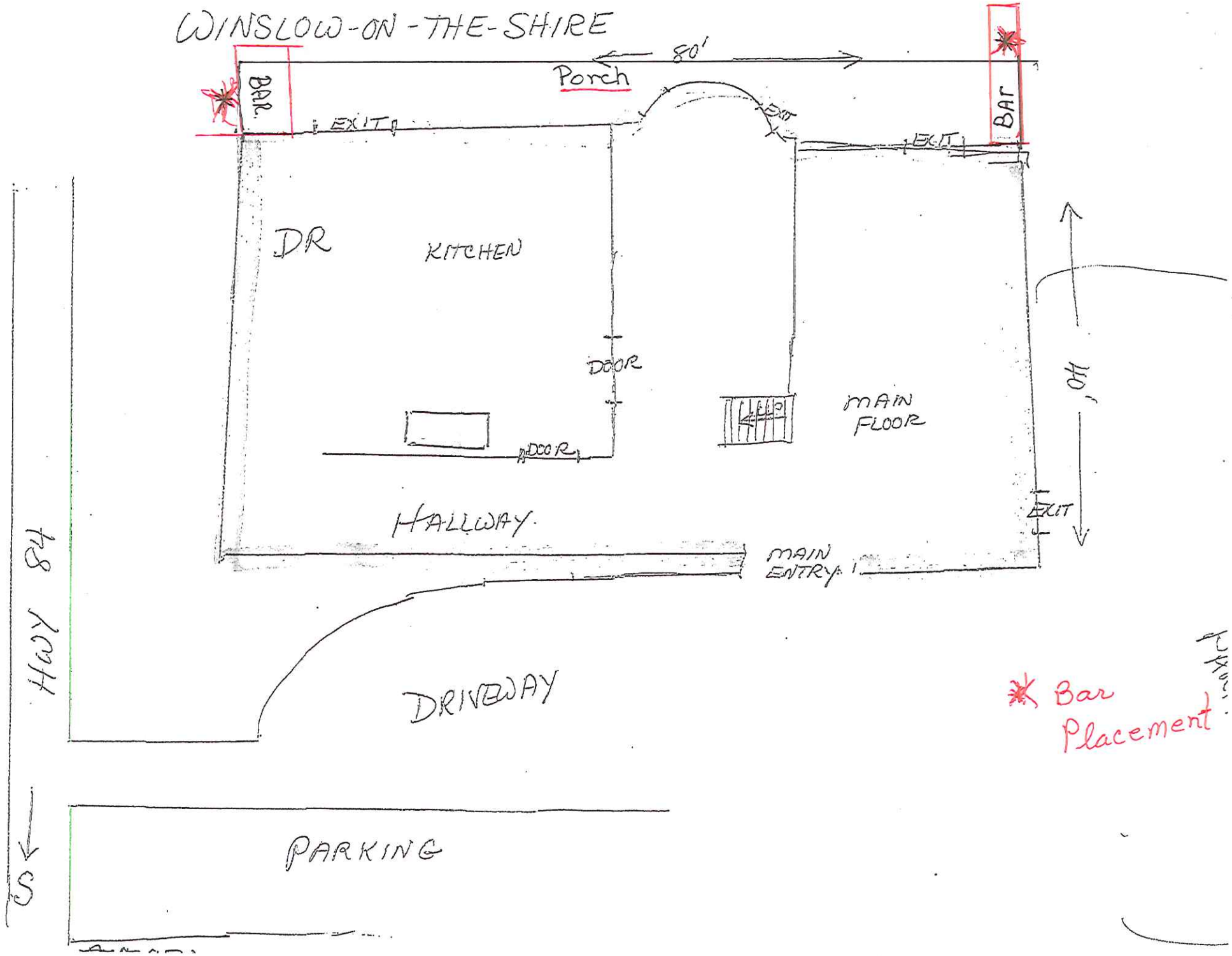
This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/24/2013 that have been posted, and by documents delivered to this office electronically through 12/26/2013 @ 10:02:28.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 12/26/2013 @ 10:02:28 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8721252.

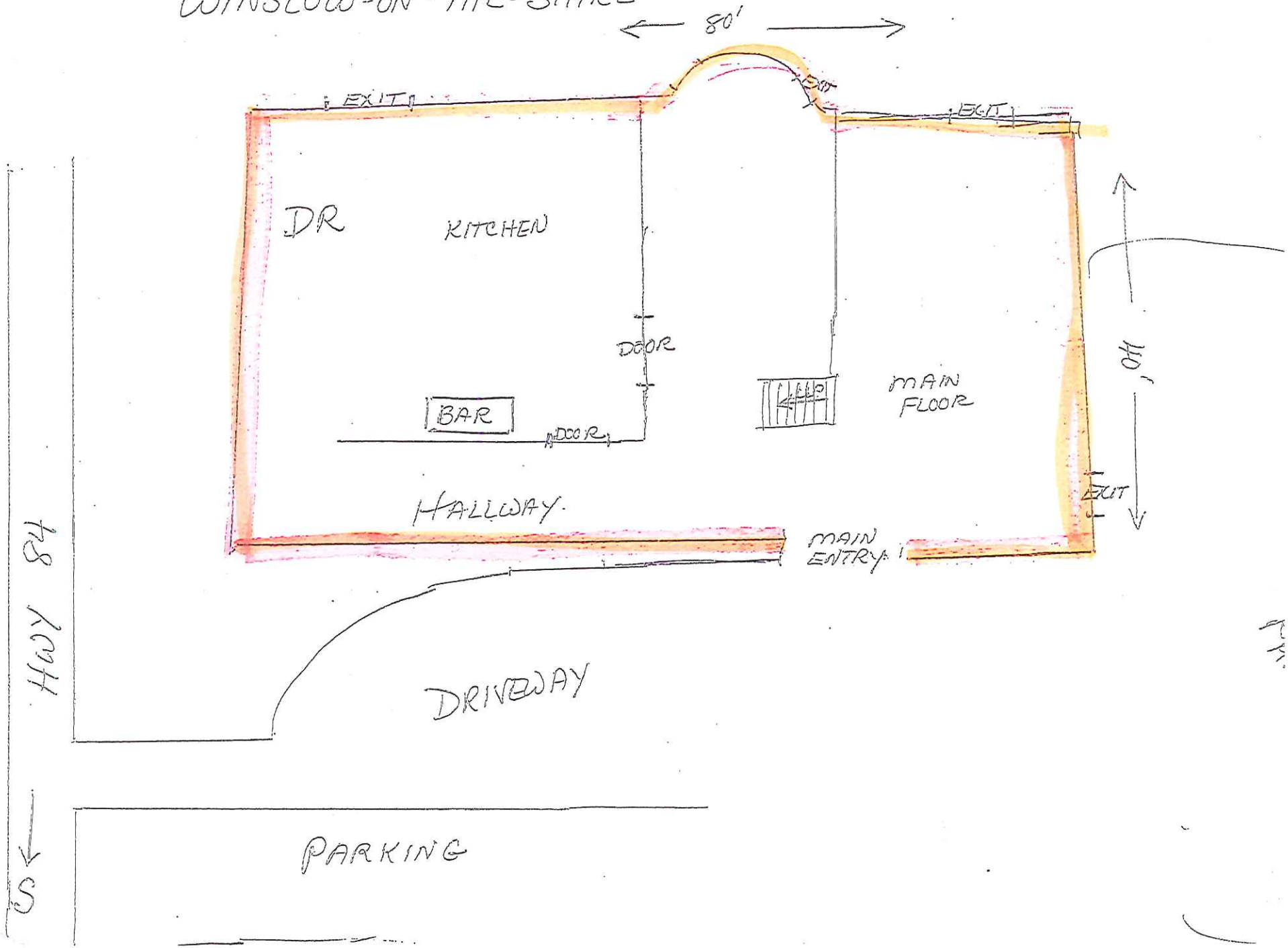
Secretary of State of the State of Colorado

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

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


WINSLOW-ON-THE-SHIRE
80'
Porch
BAR
BAR
EXIT
EXIT
EXIT
EXIT
DR
KITCHEN
DOOR
DOOR
MAIN FLOOR
40'
HALLWAY
MAIN ENTRY
EXIT
HWY 84
DRIVEWAY
PARKING
S
* Bar Placement

WINSLOW-ON-THE-SHIRE



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

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

- ☐ SOCIAL
- ☐ FRATERNAL
- ☐ PATRIOTIC
- ☐ POLITICAL
- ☐ ATHLETIC
- ☑ CHARTERED BRANCH, LODGE OR CHAPTER
- ☐ OF A NATIONAL ORGANIZATION OR SOCIETY
- ☐ RELIGIOUS INSTITUTION
- ☐ PHILANTHROPIC INSTITUTION
- ☐ POLITICAL CANDIDATE
- ☐ MUNICIPALITY OWNING ARTS 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: PAGOSA MOUNTAIN MORNING ROTARY CLUB
State Sales Tax Number (Required): 6986468

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
P.O. BOX 1345
PAGOSA SPRINGS, CO 81147

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
230 PORT AVENUE
PAGOSA SPRINGS, CO 81147

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE CINDY SCHULTZ, PRESIDENT		64 Holiday Ave.; Pagosa Springs, CO	303-589-6410 (c)
5. EVENT MANAGER JENIFER PITCHER		230 Port Ave.; Pagosa Springs, CO	970-731-5635

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 3/18/2016	Date 4/23/2016	Date	Date	Date
Hours From 4 P. .m.	Hours From 11 A. .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 11 P. .m.	To 12 A. .m.	To .m.	To .m.	To .m.

OATH OF APPLICANT

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

SIGNATURE	TITLE	DATE
[signature]	Rotary Club Administrative Chair	2/10/2016

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)		TELEPHONE NUMBER OF CITY/COUNTY CLERK
ARCHULETA COUNTY	☐ CITY ☑ COUNTY	

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)	$

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Pagosa Mountain Morning Rotary Club

is a

Nonprofit Corporation

formed or registered on 10/29/2011 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111604626 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/09/2016 that have been posted, and by documents delivered to this office electronically through 02/10/2016 @ 15:24:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/10/2016 @ 15:24:28 in accordance with applicable law. This certificate is assigned Confirmation Number 9497217 .

Secretary of State of the State of Colorado

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

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

Pagosa Mountain Morning Rotary Club
PO Box 1345
Pagosa Springs CO 81147

Special Events License

To whom it may concern:

Pagosa Mountain Morning Rotary Club (PMMRC) has reserved the PLPOA Vista Clubhouse for the day of Saturday, April 23, 2016 for a fundraising event. The PLPOA is granting permission to the Pagosa Rotary to sell alcoholic beverages while using the clubhouse for a fundraiser. The PLPOA Clubhouse is located at 230 Port Avenue in the Vista Subdivision.

Please let me know if you have any questions.

Jenifer Pitcher
Pagosa Lakes Property Owners Association
Lifestyle Coordinator
(970) 731-5635 X210 or jenp@plpoa.com

JAN 15
- TIM S.

#LOCALVOCALS2016

Pagosa Lake Clubhouse-230 Port Ave.

Monthly Music and Dances

brought to you by Pagosa Lakes in partnership with local non-profits

JANUARY-DECEMBER 2016 7-10PM

Thank you to The Tim Sullivan Band for playing at our January dance.

Not Pictured: Retro Cats March 18, 2016

3.50

FRI

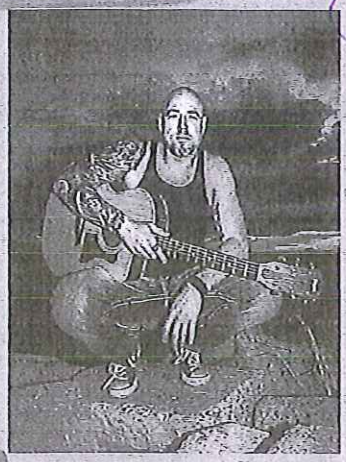
4.00

San Juan Mountain Boys
February 12, 2016 ✓
June 3, 2016
December 9, 2016

The Brooks-I Band
August 5, 2016
November 18, 2016
April 23, 2016

4.00

SAT



Dave Mensch
July 16, 2016 ✓
Brought to you by:
LASSO Horse Rescue

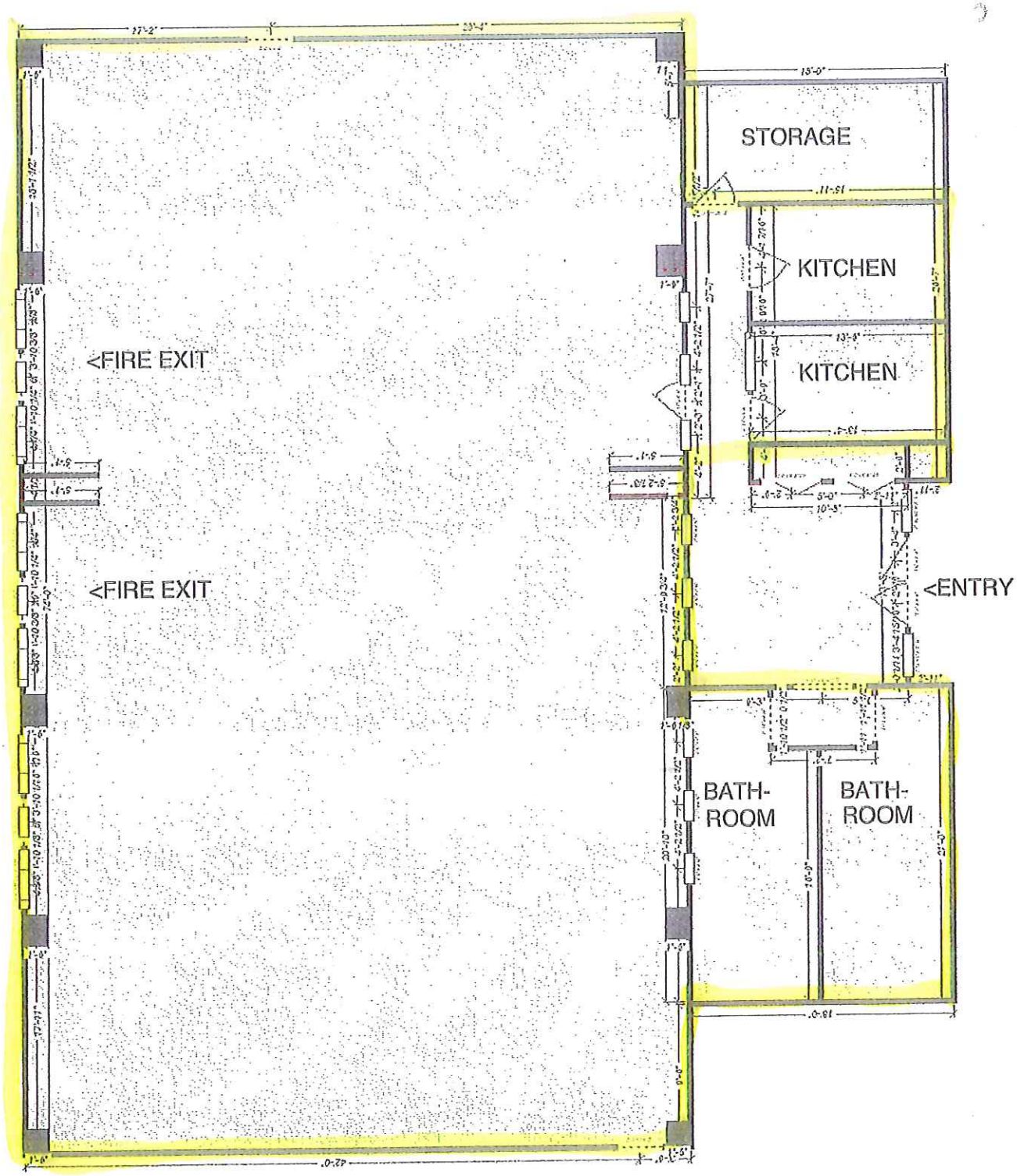
3.50

✓**Variety Express**
May 6, 2016
Brought to you by :
Archuleta County Victims Assistance
September 16, 2016

PAGOSA LAKES
PROPERTY OWNERS ASSOCIATION

www.plpoa.com
jenp@plpoa.com
970-731-5635 ext. 210

PAGOSA LAKES PROPERTY OWNERS ASSOCIATION
CLUBHOUSE



RESTRICTED PERIMETER
ALL DOORS WILL BE MONITORED

Archuleta County
Development Services—Planning Department
1122 HWY 84
P. O. Box 1507
Pagosa Springs, Colorado 81147
970-264-1390
Fax 970-264-3338

MEMORANDUM

TO: Archuleta County Board of Adjustment

FROM: John C. Shepard, AICP; Planning Manager

DATE: April 19, 2016

RE: Buckskin Towing & Repair Requests for Variance from Paving, Screening and Landscape Buffer in the Commercial (C) zone, 1435 Highway 160

EXECUTIVE SUMMARY

Cody and Dawn Ross, dba Buckskin Towing & Repair, are requesting Variance from Sections 27.1.7.3 and 27.1.7.4 of the *Archuleta County Road and Bridge Design Standards* and Section 5.4.5.4 of the *Archuleta County Land Use Regulations* requiring paving of access and parking, for the existing parking and access on Parcels A & B, HIS Subdivision, located at 1435 Highway 160, Pagosa Springs, CO.

Applicants are also requesting Variance from Section 5.4.2.6 of the *Archuleta County Land Use Regulations* requiring that outdoor storage (as defined) to be screened from adjacent property or roads; and from Section 5.4.3.2 requiring a 40' landscaped buffer for commercial development along US Highway 160.

This Application is a follow-up to the Board of County Commissioners' approval of Conditional Use Permit 2013-035CUP on 3 December 2015.

REVIEW PROCEDURE

The *Archuleta County Land Use Regulations* (Section 1.2.4) provide for variance from the strict application of the regulations. The Board of Adjustment (at this time the Board of County Commissioners sits as the BOA) may grant relief if strict application of the Regulations would result in peculiar and exceptional practical difficulties, or exceptional and undue hardship. As noted in *Colorado Land Planning and Development Law* (Elliott, ed, 2015):

> The alleged hardship generally cannot be self-inflicted and must be of a type peculiar to the property owner (that is, a hardship not generally shared by others). Moreover, the variance process is not meant to be used to avoid the typical rezoning process with all the attendant notice and public hearing requirements.

Variance is, essentially, a grant of authority for a property owner to use property in a manner forbidden by the regulations, and should be granted sparingly.

The *Archuleta County Road and Bridge Design Standards and Construction Specifications* provides in Section 27.6 for variances from design standards, with similar criteria.

Public notice was published in the *Pagosa Springs Sun* prior to this hearing, posted on site, and mailed to adjacent property owners.

DISCUSSION

Buckskin Towing & Repair operates an auto repair and towing facility at the eastern gateway to the Town of Pagosa Springs, on Parcels A & B of HIS Subdivision. A Conditional Use Permit (CUP) was approved in the year 2000 for this use, in a 2-story 54'x105' (5,670 sq. ft.) metal building located on Parcel A. Applicants are proposing to build a new 60'x80' (4,800 sq. ft.) storage building on Parcel B. Neighbors to the north include a Pagosa Fire Protection District (PFPD) fire station and a 106-acre agricultural parcel; to the east and south there is a vacant parcel being considered for mixed use development within the Town of Pagosa Spring; parcels to the west across US Highway 160 are also within the Town limits, with lodging and a new mixed use building under construction.

The *Archuleta County Community Plan* of 2001 provides guidance for future development. The Community Plan provides a foundation for evaluating development proposals, outlining goals, policies and action items. These policies include:

- "New development is encouraged, and in some cases required, to be designed so that it is visually compatible with community character and the natural environment." Chapter 4, Policy 5
- "Encourage the design and location of new development to minimize the impacts on Archuleta County's rural and scenic character, wildlife habitat and mountain vistas." Chapter 5, Policy 1

The Future Land Use Map shows this property in the Tier 2 Urban Service Area, an area suited to potential growth. The *Joint Town County Planning Commission Zoning Discussion 2010* map designates the "Sawmill Center" area at US 160 and US 84 as suitable as a future Mixed Use Town Center and Mixed Use-Residential, transitioning to Mixed Use-Corridor.

Both parcels of HIS Subdivision are zoned Commercial (C) and Applicants received approval of an amended Conditional Use Permit (CUP) for Vehicle Major Repair and screened Outdoor Storage use in December 2015, with 11 conditions. As conditions of that approval, all inoperable vehicles must be stored in a secure, screened storage yard at the rear of the property, while vehicles scheduled for repair may be stored behind the Highway 160 landscape buffer. As of April 1st, these conditions have not yet been met—although with the configuration of the lot, wrecked vehicles used by the Fire District for training appeared to be stored along Highway 160 on the repair lot, but were actually on the Fire District property. Applicants have up to one year to complete required drainage and screening improvements, and up to two years to submit a building permit for the new storage building.

Paving

Section 5.4.5.4 of the *Archuleta County Land Use Regulations* provides:

> All parking areas shall be paved, with the exception of those uses which are located in the more rural areas of the County, and where the County Engineer and the Planning Department have determined that paving would be unnecessary.

Section 27.1.7.3 of the *Archuleta County Road and Bridge Design Standards and Construction Specifications* provides design standards for driveways. Section 27.1.7.3(F) requires driveways serving commercial uses must be designed and paved in accordance with County standards. Section 27.1.7.4 of the Road and Bridge Design Standards provides design standards for parking areas. Section 27.1.7.4(C) requires Parking areas and drives for development (other than single family homes or duplexes) must be paved.

Generally, urban-density development requires paving roads and parking areas to prevent gravel tracking onto paved roads, and reduce air and stormwater pollution.

US Highway 160 is a major arterial road under CDOT jurisdiction. CDOT only specifies that an access be paved to the right-of-way line. An updated Access Permit is required. The current Access Permit, issued in 2000, is only valid for a 4,000 square feet building, not the existing 5,670 sq. ft. building or the proposed 4,800 sq. ft. building. Additional improvements to Highway 160 may be required. CDOT has proposed that they would suggest a simple traffic count, rather than a full-fledged Traffic Study, to evaluate the situation. Typically, a current CDOT Access Permit is required prior to a Land Use Permit application (See Review Comments attached.)

Regarding stormwater pollution, Davis Engineering has designed a sophisticated drainage system which was approved with the Conditional Use Permit. A Letter of Map Amendment (LOMA) was approved by FEMA in 2015 removing both parcels from the mapped floodplain. The US Army Corps of Engineers is concerned that "It appears that the project area contains wetlands along US Highway 160" and that waters of the US may have been filled. (See Review Comments attached.)

Archuleta County Engineering noted concerns with dust generation:

> The Engineering Department has reviewed the variance requested by Buckskin Towing from *Archuleta County Road & Bridge Design Standards*, section 27.1.7.3.F and section 27.1.7.4.C, "that requires driveway and parking serving commercial uses must be paved". The Engineering Department has no objections with the variance approval but we strongly recommend that the applicant at least pave the driveway and the parking area, as required by original permit in the year 2000… This would help to control the dust in this high traffic area. (Comments attached.)

The original Conditional Use Permit required that asphalt paving for public parking, with parking stops and tree islands. Applicants never completed the conditions of this approval, and never amended the conditions of this approval, which led to the CUP amendment only recently approved.

The Town of Pagosa Springs Planning Director also is concerned with dust generation:

> The Town's Land Use Development Code also requires hard surfaced parking and accesses… areas that are used on a regular basis (main entrance and customer/employee parking areas/short term parking areas) create the majority of the dust concerns, whereas, the areas that accommodate long term storage, are not as frequently used. A variance for paving the long term storage areas seems reasonable, however, a variance from paving the main entrance access, daily customer/employee areas and short term parking areas could be considered contrary to the intent of the development code. (Comments attached.)

The Pagosa Springs area was under sanction by the US Environmental Protection Agency (EPA) for air quality (Particulate Matter or gravel dust) in the 1970s and 1980s. The Colorado Dept. of Public Health & Environment (CDPHE) Air Pollution Control Division (APCD) runs a state-wide air quality monitoring system, with a monitoring station at the Middle School in downtown Pagosa Springs currently ranked among the Top 5 sites for Particulate Matter statewide. Archuleta County and Town of Pagosa Springs control measures include paving roads, controlling sources of emissions, and applying Mag Chloride to roads exceeding 200 vehicles per day. A traffic count at the Applicants' driveway was not provided with the CUP or this Variance application.

The Board of Adjustment has not considered many applications to vary from paving requirements for commercial property on a paved road. Recent approvals in Cloman Industrial Park take access on gravel roads, with conditions to pave access if those roads were paved within five (5) years. A 2013 approval in the Aspen Springs area proposed access off a gravel road. The only recent similar approval off a paved road was in 2012, for Pagosa Brewing Company's parking lot (now overflow parking) which was originally approved in 2006.

In testimony during consideration of the CUP, Applicants stated that the large commercial vehicles towed into the lot are very heavy and would break up pavement. While there are numerous truck stops, warehouses and freeways across the country with paved parking, the particular situation with this intensive use at this location, at the base of Wolf Creek Pass, may indeed make it impractical to meet this requirement. However, at the same time it may be entirely practical to provide paved parking to daily customers in the short-term parking areas as originally required 16 years ago, reducing tracking of gravel onto the State highway and reducing the potential for stormwater and dust pollution.

Screening

Section 5.4.2.6(2) of the *Archuleta County Land Use Regulations* provides:

> All outdoor storage shall be enclosed by a fence, barn, landscaping, wall, or other screening…which will minimize visual contact of such storage from adjacent properties and roads.

Outdoor Storage is defined in part as "keeping…vehicles in the same place for more than twenty-four (24) hours." Typically, short-term parking on a commercial property is available for customers to come and go during the day; long-term parking is considered Outdoor Storage, and must be screened. During consideration of the Conditional Use Permit, it was noted that as

a convenience to their customers, some vehicles are parked in the daily parking area for more than a day while waiting to be repaired or picked up.

At the CUP hearing, applicants asked to use the short-term parking for more than 24-hours; however this would be considered a use variance, and is disallowed by Sec. 1.2.4.4(3) of the *Archuleta County Land Use Regulations*. Instead, Applicants have applied for Variance from the requirement to screen the parking areas used for more than 24 hours at a time.

The Town of Pagosa Springs Planning Director expressed concerns with protecting the entryway corridor into the community:

> The Town's Comprehensive plan specifically identifies the importance of the visual appearance of the approaches to the entrances to the town. This is a high priority in our adopted Comprehensive Plan. With that in mind, the request for variance to screen the outdoor storage is of concern. Reviewing the application and observing the site and the nature and height of the vehicles, trucks and trailers being stored, the original 6 foot tall screening fence along the Hwy, does not appear it be high enough to provide sufficient screening of the items stored. In addition, it would appear an extension of fencing should continue along the east side of the entrance landscaped area and both should be a solid visual screening fence installation. (Comments attached.)

This proposal would vary the requirement for the portion of the property south of the driveway access only.

Casual observation suggests storage of operating vehicles is commonplace for similar auto repair businesses in the area. Screening is also not limited to a solid fence, but may be provided by an earthen berm, shrubs, trees or a combination of landscape features (see Sec. 5.4.6 of the Land Use Regulations). However, there is nothing unique about the situation of this one particular property. The proper relief would be to amend the Land Use Regulations to address all similar businesses equally, if the request is not contrary to the intent and purpose of the Regulations and the public health, safety and welfare.

Landscape Buffer

Section 5.4.3.2 of the *Archuleta County Land Use Regulations* provides:

> All commercial and industrial development located along U.S. Highways 160, 84, and 151 shall be buffered by a landscaped area a minimum of forty (40) feet wide, measured from the property line.

The Town of Pagosa Springs Planning Director expressed concerns with the entryway corridor into the community:

> The 40 foot setback is a common and consistent setback requirement along Hwy 160, east of First Street and west of Eighth Street. For your consideration, given the applicant has stated their intent is to be able to maneuver vehicles, a possible scenario may include a small variance for the Hwy frontage setback, to allow for such maneuvering, without any outdoor storage within the 40 foot setback area. This would provide the same distance for storage of vehicles and trailers from the Hwy property

line, and provide the applicant with their need for maneuvering… (Comments attached.)

Communities strive to make a good impression, especially in a tourist-based economy such as Pagosa Springs and Archuleta County. The Land Use Regulations require 15% of any developed commercial or industrial site to be landscaped (in parts of the Pagosa Lakes area that increases to 20% by covenants in the PUD zone). A 5-10 foot landscape buffer is required between commercial/industrial parking areas and arterial routes, and a 40 foot landscape buffer is required for all commercial and industrial development along all CDOT highways across the entire county. The Commercial (C) zone also requires a 25' front setback between any structure and the front property line. Once again, this requirement is not being applied any differently to this property as to any other parcel along the entire highway corridor.

The combination of screening and landscape buffer is intended to protect neighboring property owners from incompatible land uses, and minimize distractions to highway travelers. Vehicle Major Repair, Servicing and Maintenance is classified in Table 3 of the *Archuleta County Land Use Regulations* as an Industrial Use (which is why the CUP is required in the Commercial zone). Landscape buffers along state highways also helps control erosion and water pollution from reaching roadside ditches. The idea that new development should mitigate its impacts weaves itself through the *Archuleta County Community Plan*, the Land Use Regulations and the Road & Bridge Standards.

In other review comments, SourceGas/Black Hills noted concerns with the depth of service lines, Pagosa Springs Sanitation and General Improvement District (PSSGID) noted concerns that no permanent structure be constructed over existing sanitation infrastructure, and Pagosa Fire Protection District noted that they will review plans with submission of a building permit.

The Board of Adjustment may grant a variance if all of the standards in Section 1.2.4.4 of the Land Use Regulations are found to exist:

a. Peculiar and exceptional practical difficulties or an unnecessary and unreasonable hardship will be imposed on the property owner if the provisions of these Regulations are strictly enforced.
b. Circumstances creating the hardship were created subsequently through no fault of the appellant.
c. That the property for which a variance is requested possesses exceptional narrowness, shallowness, shape or topography or other extraordinary and exceptional situation or condition which does not occur generally in other property in the same zoning or overlay district.
d. That the variance, if granted, will not diminish the value, use or enjoyment of the adjacent properties, nor curtail desirable light, air and open space in the neighborhood, nor change the character of the neighborhood.
e. The variance, if granted, will not be directly contrary to the intent and purpose of these Regulations or the Community Plan.

Applicants discuss justification of their requests in their narrative (See Narrative attached). In summary:

- Paving: "The sheer size and weight of many of the vehicles, tractor trailers, etc. that we tow in make it impractical to pave our lot due to the fact that many of these loads are in excess of 250,000 pounds and would literally destroy pavement."
- Screening Short-term Parking: "…regulation is not practical for our operation. Customer vehicles are dropped off for repair are commonly left for more than 24 hours (weekends, etc.) as well as repaired vehicles waiting to be picked up outside business hours…"
- Landscape Buffer: "Practical difficulties arise due to the extremely large and long size of the units that we tow in. We need all of the space we can get to maneuver these loads and not having use of a 40-foot swath of property along the highway edge could make it difficult for us to move these vehicles around our property."

All five standards in Section 1.2.4.4 must be met to approve relief from the zoning regulations. It is not at all clear that Applicants face a unique hardship not faced by any other similar property owners. Circumstances were created by the Applicants expanding on the site. The conditions of this parcel do occur on other property in the same zoning district and all along US Highway 160, from Mineral County to LaPlata County. If the requirements of the Land Use Regulations are truly a hardship, the proper relief would be to amend the Land Use Regulations for all property owners in Archuleta County.

RECOMMENDATION AND FINDINGS

I. Considering the request for Variance from **Paving**, should the Board of Adjustment accept that Applicants have provided sufficient evidence for relief, staff recommends the Board of Adjustment find that:

a. The application meets each of the standards for a grant of variance in Section 1.2.4.4(1) of the *Archuleta County Land Use Regulations*, and
b. The application meets the standards for variance from design standards in Section 27.6 of the *Archuleta County Road and Bridge Design Standards and Construction Specifications*, and
c. Variance is granted for the specific plans proposed by Applicant, not to pave all of the required access and parking; and

That the Board of Adjustment approves the Buckskin Towing & Repair Request for Variance from Paving, in Sections 27.1.7.3 and 27.1.7.4 of the *Road and Bridge Design Standards* and Section 5.4.5.4 of the *Archuleta County Land Use Regulations*, with the following conditions:

1. The driveway access to Highway 160, at least 100' from the right-of-way, shall be paved; and
2. The area used for short-term customer parking, south of a line from the driveway access to the north corner of the proposed new building, shall be paved;
3. A copy of a current CDOT Access Permit shall be provided prior to occupancy of the proposed new building.

4. Confirmation from the US Army Corps of Engineers that their requirements have been met, prior to occupancy of the proposed new building.

And that the Board of Adjustment instruct staff to draft a Resolution memorializing these Findings and Conditions for Approval at the earliest public meeting.

II. Considering the request for Variance from the required **Screening**, should the Board of Adjustment accept that Applicants have provided sufficient evidence for relief, staff recommends the Board of Adjustment find that:

a. The application meets the standards for a grant of variance in Section 1.2.4.4(1) of the *Archuleta County Land Use Regulations*, and
b. Variance is granted for the specific plans proposed by Applicant, not to screen short-term parking used for more than 24-hours; and

That the Board of Adjustment approves the Buckskin Towing & Repair Request for Variance from Screening, in Section 5.4.2.6 of the *Archuleta County Land Use Regulations*, with the following conditions:

5. Screening shall not be required south of the driveway access; proposed screening north of the driveway access shall be maintained according to approved plans.

And that the Board of Adjustment instruct staff to draft a Resolution memorializing these Findings and Conditions for Approval at the earliest public meeting.

III. Considering the request for Variance from the required **Landscape Buffer**, should the Board of Adjustment accept that Applicants have provided sufficient evidence for relief, staff recommends the Board of Adjustment find that:

a. The application meets the standards for a grant of variance in Section 1.2.4.4(1) of the *Archuleta County Land Use Regulations*, and
b. Variance is granted for the specific plans proposed by Applicant, not to maintain the required 40' landscape buffer along Highway 160; and

That the Board of Adjustment approves the Buckskin Towing & Repair Request for Variance from a Landscape Buffer, in Section 5.4.3.2 of the *Archuleta County Land Use Regulations*, with the following conditions:

6. The minimum 10 foot landscape buffer required by Section 5.4.3.3 between parking areas and any major arterial route be maintained.
7. With the reduction in the landscape buffer, an 8' tall solid screen fence shall buffer the area north of the driveway access.

And that the Board of Adjustment instruct staff to draft a Resolution memorializing these Findings and Conditions for Approval at the earliest public meeting.

PROPOSED MOTION

I. **I move to approve the requested variance from PAVING requirements in the Road and Bridge Design Standards and Land Use Regulations, with** Conditions 1-4 **of the staff report, and instruct staff to draft a Resolution memorializing these Findings and Conditions for Approval.**

II. **I move to approve the requested variance from SCREENING requirements in the Land Use Regulations, with** Condition 5 **of the staff report, and instruct staff to draft a Resolution memorializing these Findings and Conditions for Approval.**

III. **I move to approve the requested variance from LANDSCAPE BUFFER requirements in the Land Use Regulations, with** Conditions 6-7 **of the staff report, and instruct staff to draft a Resolution memorializing these Findings and Conditions for Approval.**

ATTACHMENTS.

Attachment 1: Area Maps
Attachment 2: Review Comments
Attachment 3: Applicant's Narrative
Attachment 4: Proposed Site Plan

Site Map

Buckskin Towing
Paving, Screening &
Landscape Variances
PLN16-012

Legend

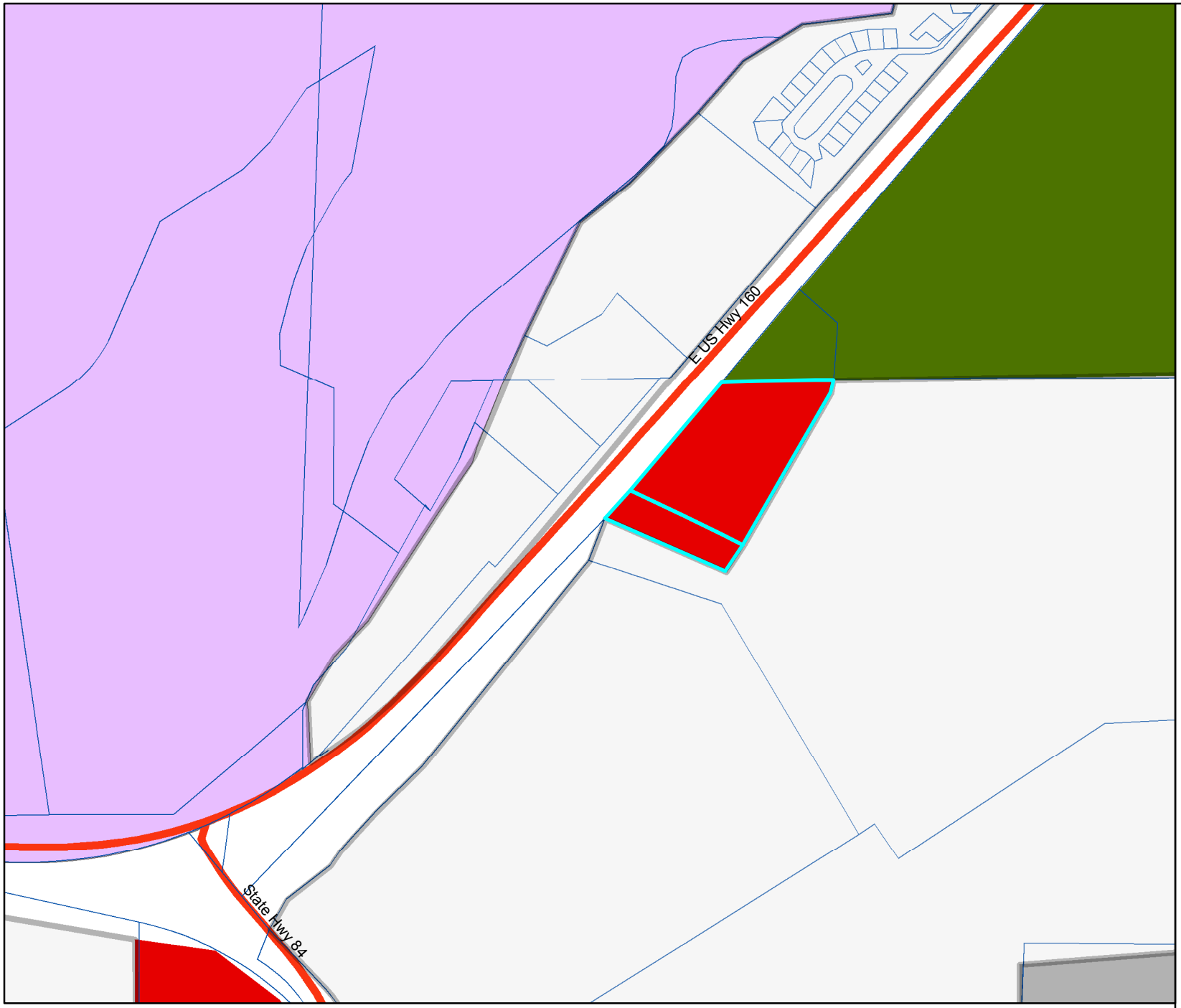
- Pagosa Springs
- Parcels
- Highway
- Project Location

N

150 75 0 150 Feet

This map has been produced using various geospatial data sources. The information displayed is intended for general planning purposes and the original data will routinely be updated. No warranty is made by Archuleta County as to the accuracy, reliability or completeness of this information. Consult actual legal documentation and/or the original data source for accurate descriptions of locations displayed herein.

Archuleta County Development Services
10March2016



Site Map

Buckskin Towing
Paving, Screening &
Landscape Variances
PLN16-012

Legend

- Pagosa Springs
- Parcels
- Highway

Zoning Map 2011

Zoning Districts

- Agriculture Forestry (AF)
- Agriculture Ranching (AR)
- Agricultural Estate (AE)
- Rural Residential (RR)
- Residential (R)
- Mobile Home Park (MHP)
- Commercial (C)
- Industrial (I)
- PUD

- Project Location

N

150 75 0 150 Feet

This map has been produced using various geospatial data sources. The information displayed is intended for general planning purposes and the original data will routinely be updated. No warranty is made by Archuleta County as to the accuracy, reliability or completeness of this information. Consult actual legal documentation and/or the original data source for accurate descriptions of locations displayed herein.

Archuleta County Development Services
10March2016

From: Heinlein - CDOT, Jo [mailto:jo.heinlein@state.co.us]
Sent: Wednesday, March 23, 2016 1:34 PM
To: John Shepard
Subject: Re: County Review: PLN16-012 Buckskin Towing Variances - 1435 E HWY 160

At Buckskin Towing Site the historic use is in compliance with the permit (#500012), and the permit is valid for that use, assuming the towing/repair business is no larger than 4000 square feet. If the business has expanded beyond the 4000 sq. ft. building, that in itself constitutes an expansion/change in use under the State Highway Access Code. Any expansion of the business or change in use will require a new permit application.

For any proposed expansion, CDOT would require that they provide actual counts of the trips that the current use is generating (in lieu of a full-fledged Traffic Study or Analysis) in conjunction with their new permit application.

Jo Heinlein

Access Manager
Region 5 - Traffic & Safety

COLORADO
Department of Transportation
Office of Communications

P 970.385.3626 | F 970.385.8361
3803 N. Main Ave., Suite 100, Durango, CO 81301
jo.heinlein@state.co.us | http://www.codot.gov/business/permits/accesspermits

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ARCHULETA COUNTY *ENGINEERING DEPARTMENT*

MEMO

Date: March 17, 2016

To: John Shepard, Ken Feyen

From: Yari Davis

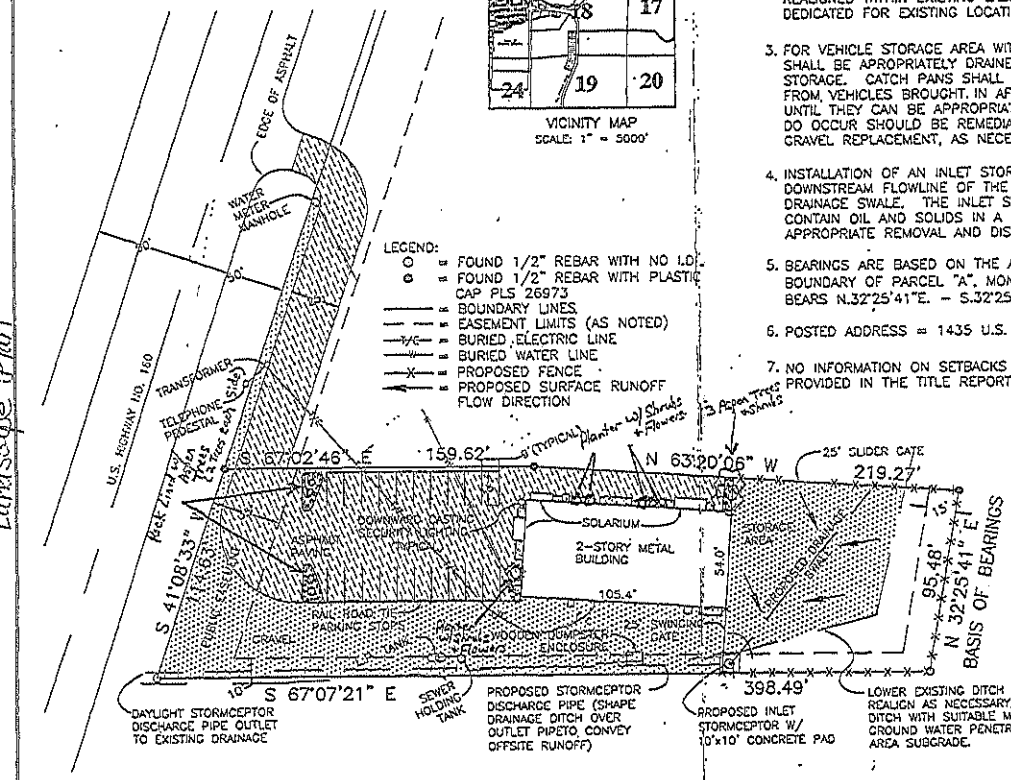
RE: Buckskin Towing Variance

The Engineering Department has reviewed the variance requested by Buckskin Towing from Archuleta County Road & Bridge Design Standards, section 27.1.7.3.F and section 27.1.7.4.C, ”that requires driveway and parking serving commercial uses must be paved”. The Engineering Department has no objections with the variance approval but we strongly recommend that the applicant at least pave the driveway and the parking area, as required by original permit in the year 2000 (see attached approved site plan), this would help to control the dust in this high traffic area.

d

970-264-5660 EXT 61 ⌖ FAX: 970-264-6815 ⌖
⌖ PO BOX 1507 ⌖ 1122 S. HIGHWAY 84 ⌖ PAGOSA SPRINGS, CO 81147
YARCENEAUX@ARCHULETACOUNTY.ORG ⌖

Landscape Plan



NOTES:

1. ALL SECURITY AND BUILDING ENTRANCE LIGHTING SHALL BE DOWNWARD CASTING (IE. TOP SHIELDED)
2. UTILITIES TO PARCEL "A" (WATER, ELECTRIC, TELEPHONE) SHALL BE REALIGNED WITHIN EXISTING EASMENTS OR EASMENTS SHALL BE DEDICATED FOR EXISTING LOCATIONS.
3. FOR VEHICLE STORAGE AREA WITH GRAVEL SURFACING, FLUIDS SHALL BE APROPRIATELY DRAINED FROM VEHICLES PRIOR TO STORAGE. CATCH PANS SHALL BE UTILIZED TO MITIGATE LEAKAGE FROM VEHICLES BROUGHT IN AFTER NORMAL WORKING HOURS UNTIL THEY CAN BE APPROPRIATELY DRAINED. ANY SPILLS THAT DO OCCUR SHOULD BE REMEDIATED WITH ABSORBANT MATERIAL OR GRAVEL REPLACEMENT, AS NECESSARY.
4. INSTALLATION OF AN INLET STORMCEPTOR IS REQUIRED AT THE DOWNSTREAM FLOWLINE OF THE PROPOSED STORAGE YARD DRAINAGE SWALE. THE INLET STORMCEPTOR IS DESIGNED TO CONTAIN OIL AND SOLIDS IN A SEPARATION CHAMBER FOR APPROPRIATE REMOVAL AND DISPOSAL.
5. BEARINGS ARE BASED ON THE ASSUMPTION THAT THE EASTERLY BOUNDARY OF PARCEL "A", MONUMENTED AS SHOWN HEREON, BEARS N.32°25'41"E. – S.32°25'41"W.
6. POSTED ADDRESS = 1435 U.S. HIGHWAY NO. 160
7. NO INFORMATION ON SETBACKS OR HEIGHT RESTRICTIONS WAS PROVIDED IN THE TITLE REPORT.

DAVIS ENGINEERING SERVICE, INC.

ORIGINAL SCALE: 1" = 40'

ELEVATION BASE ASSUMED

John Shepard

From: David Hartman <dhartman@pagosafire.com>
Sent: Monday, March 14, 2016 3:15 PM
To: John Shepard
Subject: RE: County Review: PLN16-012 Buckskin Towing Variances

The Pagosa Fire Protection district has no objections to this project moving forward.
We will require that all purposed construction go through the plan review stage required by the International Fire Code.

David Hartman
David Hartman
Fire Marshal
Pagosa Fire Protection District
davidhartman@pagosafire.com
Office: 970-731-4191
Cell: 970-946-5905

551 Hot Springs Boulevard
Post Office Box 1859
Pagosa Springs, CO 81147
P: 970.264.4151
F: 970.264.4634

Town of Pagosa Springs
Planning Department

Date: March 15, 2016
To: John Shepard, Archuleta County Planning Manager and the Planning Commission
Re: Variances requested by Buckskin Towing, located at 1455 East U.S. Highway 160

Dear Mr. John Shepard and Archuleta County Planning Commissioners,

Thank You the opportunity provide to the Town Planning Department to provide comments regarding the Buckskin Towing Business located at 1455 E. U.S. Highway 160, and their recent request for variances including:

1) Paving access and parking. 2) Screening outdoor storage. 3) 40' landscape buffer from Hwy 160.

The Town's interest in these three matters is the east entrance into the Downtown district. The following are a few items for your consideration:

1) The Town's Land Use Development Code also requires hard surfaced parking and accesses. For consideration, the intent for paving accesses and parking areas is to reduce dust related health concerns in Archuleta County. In that light, paving the areas that are used on a regular basis (main entrance and customer/employee parking areas/short term parking areas), create the majority of the dust concerns, whereas, the areas that accommodate long term storage, are not as frequently used. A variance for paving the long term storage areas seems reasonable, however, a variance from paving the main entrance access, daily customer/employee areas and short term parking areas could be considered contrary to the intent of the development code.

2) The Town's Comprehensive plan specifically identifies the importance of the visual appearance of the approaches to the entrances to the town. This is a high priority in our adopted Comprehensive Plan. With that in mind, the request for variance to screen the outdoor storage is of concern. Reviewing the application and observing the site and the nature and height of the vehicles, trucks and trailers being stored, the original 6 foot tall screening fence along the Hwy, does not appear it be high enough to provide sufficient screening of the items stored. In addition, it would appear an extension of fencing should continue along the east side of the entrance landscaped area and both should be a solid visual screening fence installation. I have attached a red lined plan showing the subject fence and extension along the east side of the access entrance.

3) The 40 foot setback is a common and consistent setback requirement along Hwy 160, east of First Street and west of Eighth Street. For your consideration, given the applicant has stated their intent is to able to maneuver vehicles, a possible scenario may include a small variance for the Hwy frontage setback, to allow for such maneuvering, without any outdoor storage within the 40 foot setback area. This would provide the same distance for storage of vehicles and trailers from the Hwy property line, and provide the applicant with their need for maneuvering. Maybe as a condition of a variance approval, the applicant could be required to install a taller than 6 foot tall fence (8' – 10') and some mature trees and vegetation between the property line and the fence, enhancing the visual screening and buffering of the long term storage areas.

Please feel free to contact me with any questions.

Thank You, Respectfully,

James Dickhoff
Town of Pagosa Springs
Planning Department Director
Po Box 1859, 551 Hot Springs Blvd.
Pagosa Springs, Co. 81147
970-264-4151 x225

jdickhoff@pagosasprings.co.gov

HOOPS AROUND ALL PIPE PENETRATIONS.

2) SEAL ALL PIPE PENETRATIONS AND/OR BOX IMPERFECTIONS WITH NON-SHRINK GROUT.

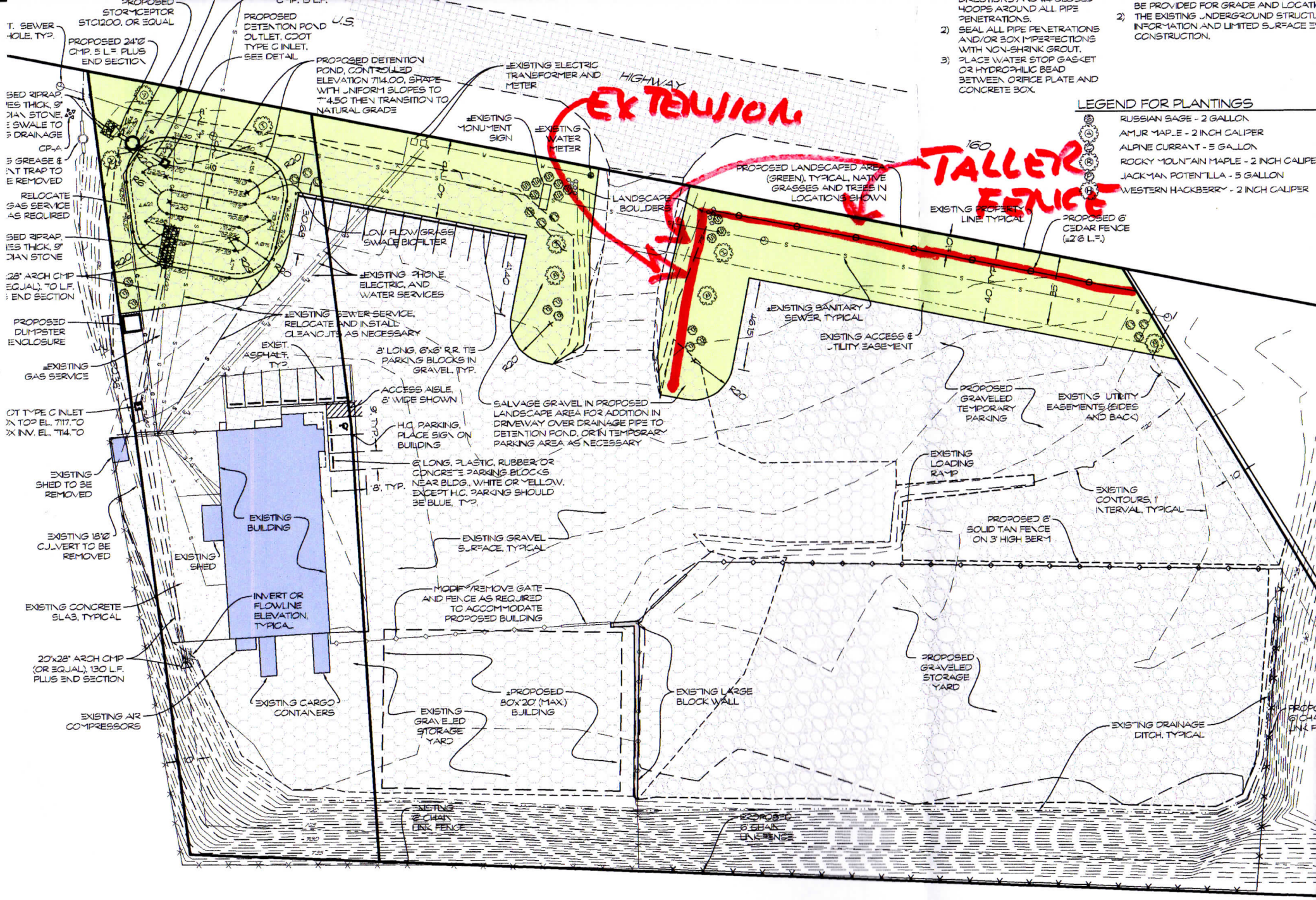
3) PLACE WATER STOP GASKET OR HYDROPHILIC BEAD BETWEEN ORIFICE PLATE AND CONCRETE BOX.

BE PROVIDED FOR GRADE AND LOCATI

2) THE EXISTING UNDERGROUND STRUCTU INFORMATION AND LIMITED SURFACE E CONSTRUCTION.

LEGEND FOR PLANTINGS

- RUSSIAN SAGE - 2 GALLON
- AMUR MAPLE - 2 INCH CALIPER
- ALPINE CURRANT - 5 GALLON
- ROCKY MOUNTAIN MAPLE - 2 INCH CALIPE
- JACKMAN POTENTILLA - 5 GALLON
- WESTERN HACKBERRY - 2 INCH CALIPER



6.7.4. ADDITIONAL STANDARDS: PROPERTIES WITH HIGHWAY 160 OR HIGHWAY 84 FRONTAGE

A.

Applicability. Development of any structure that will contain a use categorized in Table 4.1-1, Table of Allowed Uses, as a commercial use, or a mix of commercial and other uses, and that has frontage along either Highway 160 or Highway 84, shall comply with the general site layout and building design standards of Sections 6.7.3. above, plus the standards of this Section.

B.

Setbacks.

1.

Highway landscape buffer. All development shall be buffered from Highway 160 or Highway 84 by a landscaped area a minimum of 40 feet deep, measured from the property line. Buildings and parking areas shall not be located in this buffer area. On sites with severe topographic constraints, this landscaped buffer may be reduced at the discretion of the Director.

C.

Building orientation.

1.

Uses with highway frontage shall have a strong internal focus, rather than a highway orientation. Entryways shall face towards the internal road system. A highway orientation will be permitted where lot depths make it difficult to achieve an internal focus.

2.

Developers shall carefully consider building orientation to achieve effective overall site planning. Although legibility of signs identifying businesses from the highway is important, buildings shall be oriented towards focal points within the development itself. These focal points may include unique natural features, a building of central importance, internal streets, or planned open space.

3.

Adjacent residential land uses shall be considered when orienting buildings on properties with highway frontage. Service and utility entrances, mechanical support facilities, and unimproved building "back sides" shall not be located within view of neighboring residences or visible from highway right-of-way. Service and utility courts or alleys may contain these necessary support functions.

D.

Access. Coordinated access points along Highway 160 and Highway 84 will be required in accordance with CDOT requirements. Location and design of these highway accesses will be based on projected traffic flows and CDOT guidelines.

John Shepard

From: Gene Tautges <gtautges@pagosasprings.co.gov>
Sent: Monday, March 14, 2016 1:12 PM
To: John Shepard
Subject: Re: County Review: PLN16-012 Buckskin Towing Variances

John,
The only concern I can possibly see is that no permanent structure be constructed over existing sanitation district infrastructure (i.e. manholes or mainlines) which doesn't appear to be the case after a brief review of the map provided.
Thanks,

Gene Tautges
Sanitation Supervisor
PSSGID
970-946-1541
gtautges@pagosasprings.co.gov

John Shepard

From: Graves, Diana <Diana.Graves@blackhillscorp.com>
Sent: Monday, March 14, 2016 1:06 PM
To: John Shepard; David Hartman; Renee Lewis; Gene Tautges; Morgan Carey; steve.mozingo@centurylink.com; bob.canning@usacommunications.tv; Jaramillo, Lorenzo; Hellige, Kara A SPK; James Dickhoff
Cc: Sherrie Vick; Bentley Henderson; Tonya McCann
Subject: RE: County Review: PLN16-012 Buckskin Towing Variances

John,

The only problem might be where the Service line goes to the building. If they are putting in a holding pond we may have to go deeper with the service, as for the main the only way to be sure is to locate it. If a locate can please be done ASAP.

Respectfully,

Diana Graves | *Black Hills Energy* | *Land Rights Agent*
Desk: 303.243.3787 Cell: 720.417.9183
www.blackhillsenergy.com
Black Hills Energy

John Shepard

From: Hellige, Kara A SPK <Kara.A.Hellige@usace.army.mil>
Sent: Thursday, March 17, 2016 3:17 PM
To: John Shepard
Subject: County Review: PLN16-012 Buckskin Towing Variances DA# SPK-2016-00205

Hello Mr. Shepard,

It appears that the project area contains wetlands along US Highway 160. Based on the documents submitted and aerial photographs it is unclear if the proposed project will impact waters of the US. Please inform the project proponent that a permit is required from us if the project causes a discharge of dredged or fill material into a waters of the US, including wetlands. To determine the need for a Section 404 of the Clean Water Act permit, we encourage the project proponent to complete a wetland delineation on the property and include the wetland boundaries on all plans.

We have assigned project number SPK-2016-00205 to this project, please reference this number in all future correspondence. If you have any questions, please contact me at the Durango Regulatory Office, 1970 E 3rd Ave., #109, Durango, Colorado 81301, by email at Kara.A.Hellige@usace.army.mil, or telephone at 970-259-1604. For more information regarding our program, please visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Thank you,
Kara Hellige
US Army Corps of Engineers
Chief, Durango Regulatory Office
Sacramento District
1970 E 3rd Ave, #109
Durango, Colorado 81301
970-259-1604 (office)
970-317-5152 (cell)
Customer Service Hours: 9:00am to 3:00 pm

Please provide us with your feedback by filling out a customer survey at
http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey

For more information about our program, you can visit our website at
http://www.spk.usace.army.mil/Missions/Regulatory.aspx

CODY & DAWN ROSS
BUCKSKIN TOWING & REPAIR, LLC
P.O. BOX 5671
PAGOSA SPRINGS, CO 81147
(970)759-8555 CODY (970)759-8586 DAWN

March 9, 2016

Archuleta County Development Services & County Commissioners
P.O. Box 1507
Pagosa Springs, CO 81147

Re: Variance Application 2013-035CUP Amendment

To the Planning Department, Planning Commission, and County Commissioners:

The purpose of this letter is to request the following variances as they pertain to our property at 1435 E. Highway 160, Buckskin Towing & Repair, LLC, Parcels A & B of HIS Subdivision. We will list our requests in keeping with the format in which they are listed in the Archuleta County Standards 1.2.4.4.

1. Request for Variance Sec. 5.4.2.5 (2) **SHORT TERM PARKING**

a. We meet these criteria due to the fact that this regulation is not practical for our operation. Customer vehicles dropped off for repair are commonly left for more than 24 hours (weekends, etc.) as well as repaired vehicles waiting to be picked up outside of business hours. If we are required to park them behind a fence it would impede the ability of our customers to be able to pick up and drop off at our facility when we are not open. This is a matter of convenience that we have to be able to offer our customers.

b. Through no fault of our own customers cannot always pick up their vehicles within a 24-hour period.

c. Due to the large and wide shape of our piece of property it would be difficult and less secure for us to store customer vehicles to be picked up anywhere other than the short term parking area. Our surveillance capabilities do not extend the full width of the property but we are able to monitor vehicles in the short term parking area.

d. If granted this variance it will not in any way harm adjacent property owners or the community at large nor would it affect lighting, air or open space. It is just a matter of a few cars parked in a parking lot, no different than any retail store in our community.

e. This variance request will not be contrary to the intent or purpose of the regulations or community plan. It is simply requested to address a real need that arises for our valued customers to be able to pick up or drop off vehicles outside of regular business hours.

2. Request for Variance Sec. 27.1.7.3F & 27.1.7.4C **PAVING**

a. The sheer size and weight of many of the vehicles, tractor trailers, etc. that we tow in make it impractical to pave our lot due to the fact that many of these loads are in excess of 250,000 pounds and would literally destroy pavement.

b. Through no fault of our own these vehicles break down or wreck and are in need of our services.

c. The large and multi-leveled shape of our piece coupled with the number of semi trucks, buses, etc. that are towed in creates conditions that are much more favorable for a graveled surface rather than pavement.

d. If granted, the variance from paving will not diminish the value of adjacent property owners or the community nor will it curtail light, air or open space. The driving surface of our lot will be adequately graveled.

e. This variance would not be contrary to the intent or purpose of these regulations or the community plan. It is simply to address the extraordinary circumstances that arise due to the nature of our business.

3. Request for Variance Sec. 5.4.3.2 LAND **BUFFER**

a. Practical difficulties arise due to the extremely large and long size of the units that we tow in. We need all of the space we can get to maneuver these loads and not having use of a 40-foot swath of property along the highway edge could make it very difficult for us to move these vehicles around our property.

b. Again, it is no fault of our own that these trucks, trailers, etc. break down or wreck but when they do, they require service and repair at a facility such as ours.

c. Due to the shape of our piece and the location of our entrance it makes it imperative that we don't lose use of this buffer area because we need a very large area to maneuver the loads we haul in.

d. If granted, the variance will not diminish the value of adjacent property owners, neighborhood, etc. nor will it affect the light, air or open space. It will give us the room we need to operate when moving these unusually large loads.

e. This variance request is not contrary to the intent and purpose of the regulations or the community plan. It is made to address the real dilemma posed by the nature of our business.

We respectfully ask that you consider these requests carefully. Our business is very different from most in our area. What we do is a benefit to our community as we help to keep our roadways clean of wrecked and inoperable vehicles. We seek to do what is best for the community but at the same time we must be able to operate effectively. Thank you for considering these variances.

Sincerely,

Cody Ross
Dawn Ross

Cody & Dawn Ross
Owners of Buckskin Towing & Repair, LLC

Item 1 – LANDSCAPING

1.1 SCOPE: This specification covers landscaping related construction items which are required to complete the overall project.

1.2 PERFORMANCE: All landscaping items shall be performed at the highest possible quality in accordance with the applicable portions of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, current edition (CDOT Specifications).

1.3 ITEMS: The various landscaping items are as follows:

(a) Landscape Boulders – Approximately ten 24" diameter boulders are incorporated in the landscape plan to border the entrance along with some plantings. The boulders shall be sound, clean, round or angular stone with an aesthetically pleasing appearance. All of the boulders provided shall have a similar appearance to continue with a theme. The boulders shall be installed on subgrade which has been compacted to subgrade preparation specifications. No boulders shall be placed on loose, un-compacted, frozen, or otherwise unacceptable subgrade material which could result in settling or shifting. Minor bedding with native embankment material may be required for proper placement of boulders to achieve the desired positioning and appearance. Boulders shall be installed such that they appear natural, being approximately 50% in the ground. No boulders shall be left in an unstable condition.

(b) Deciduous Tree, 2" Caliper – Eight trees are shown in the plan, including three Rocky Mountain Maple (Acer Glabrum), two Amur Maple (Acer Ginnala), and three Western Hackberry (Celtis Occidentalis). The trees shall be located as shown on the plan or as determined by the Engineer or Owner in the field. Tree planting shall be performed in accordance with Section 214 of the CDOT Specifications and with CDOT Standard Plan M-214-1.

(c) Deciduous Shrub, 2 Gallon – Ten such shrubs are shown in the plan, all being Russian Sage (Perovskia Atriplicifolia). The shrubs shall be located as shown on the plan or as determined by the Engineer or Owner in the field. Shrub planting shall be performed in accordance with Section 214 of the CDOT Specifications and with CDOT Standard Plan M-214-1.

(d) Deciduous Shrub, 5 Gallon – Eighteen such shrubs are shown in the plan, including nine Jackman Potentilla (Potentilla Fructicosa 'Jackmanii') and nine Alpine Currant (Ribes Alpinum). The shrubs shall be located as shown on the plan or as determined by the Engineer or Owner in the field. Shrub planting shall be performed in accordance with Section 214 of the CDOT Specifications and with CDOT Standard Plan M-214-1.

Item 2 – SEEDING, MULCHING, AND FERTILIZING

2.1 SCOPE: This specification covers the seeding, mulching, and fertilizing of all disturbed and desired landscaped areas on the project.

2.2 MATERIALS: The following seed mix is a typical prescribed native seed mix for this area, estimated for approximately 0.6 acres:

Species	Pure Live Seed (lbs/acre)
Thickspike	12.000
Bluegrama	2.500
Junegrass	0.250
Bigelow's Aster	0.125
Indian Ricegrass	10.000
Yarrow	0.125
Fringed Sage	0.125
Scarlet Gilia	0.125
Total lbs. Pure live seed/acre	**25.25**

The following seed mix is recommended for the turf grass (bio-filter) for use in the detention pond, estimated at approximately 0.1 acres:

Species	Pure Live Seed (lbs/acre)
Mountain Rush	0.1
Kentucky Bluegrass	0.5
Smooth Brome, Manchar var.	8.4
Annual Rye	1.5
Total lbs. Pure live seed/acre	**10.5**

Seed shall be certified noxious weed free. An alternate seed mix may be approved if desired by the Owner and submitted by the Contractor.

Mulch shall be weed free hay, straw, compost, or fibrous material, and shall meet the material requirements of Section 213 of the Colorado Department of Transportation's (CDOT) "Standard Specifications for Road and Bridge Construction", Latest Edition.

Fiber mat shall be suitable for installation on slopes as steep as 3 horizontal to 1 vertical (3:1), shall be degradable (biodegradable or ultraviolet degradable), and shall be able to withstand running water during seed germination and initial vegetation (installed in the maze in the bottom of the detention pond). A suitable fiber mat material shall be submitted by the Contractor for approval. It is estimated that approximately 500 s.y. of coverage will be required.

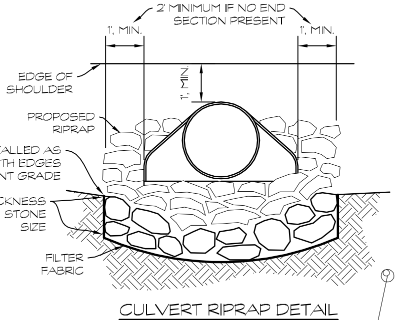
Fertilizer shall be commercial grade complete fertilizer of neutral character, consisting of fast and slow release nitrogen, 50 percent of which shall be derived from natural organic sources of urea formaldehyde, phosphorous, and potassium.

2.3 INSTALLATION: All surface grading and any necessary soil import shall be complete and approved prior to seeding activities. Necessary topsoil shall be placed and properly graded, conditioned, and fertilized at 50 to 100 lbs. per acre, as appropriate, prior to seeding. Soil shall be adequately moistened, but not muddied prior to seeding. **Seed may be broadcast and raked or hydraulically applied at double the above indicated rate. Seeding drilled by mechanical power drawn drills followed by packer wheels or drag chains may be at the indicated rate.** Mechanical drill shall have depth bands set to 1/4 inch and shall be set to space the rows not more than seven inches apart.

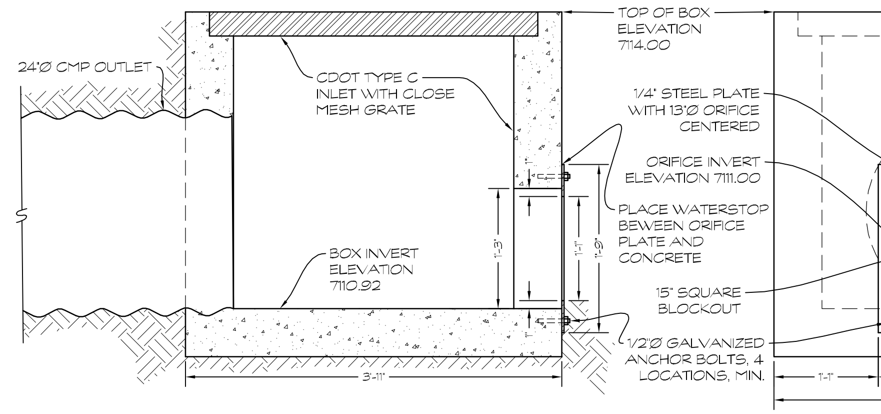
Mulching of slopes may be hydraulically applied or may be uniformly covered with weed free hay or straw mulch at 2,000 lbs. per acre with an appropriate mulch tackifier, which should be applied per manufacturer's directions. Hay or straw mulch shall be crimped in with a crimper or other approved equipment. Compost or fibrous mulches, if intended for use, shall be submitted for approval by the Engineer with recommended application rates.

Degradable fiber mat suitable for slopes up to 3:1 shall be installed per the manufacturer's recommendations inside the detention pond, at a minimum up to the control elevation of the pond (elevation 7114), where establishment of vegetation is a crucial part of the drainage design.

Seed shall not be sown nor mulch applied during windy weather or when the ground is frozen or otherwise un-tillable.



CULVERT RIPRAP DETAIL
NO SCALE



DETENTION POND OUTLET STRUCTRE DETAILS
SCALE: 1" = 1'

OUTLET STRUCTURE NOTES:

1) REINFORCE BOX WITH # 4 REBAR @ 12" O.C. BOTH DIRECTIONS AND #4 CLOSED HOOPS AROUND ALL PIPE PENETRATIONS.
2) SEAL ALL PIPE PENETRATIONS AND/OR BOX IMPERFECTIONS WITH NON-SHRINK GROUT.
3) PLACE WATER STOP GASKET OR HYDROPHILIC BEAD BETWEEN ORIFICE PLATE AND CONCRETE BOX.

SURVEY CONTROL

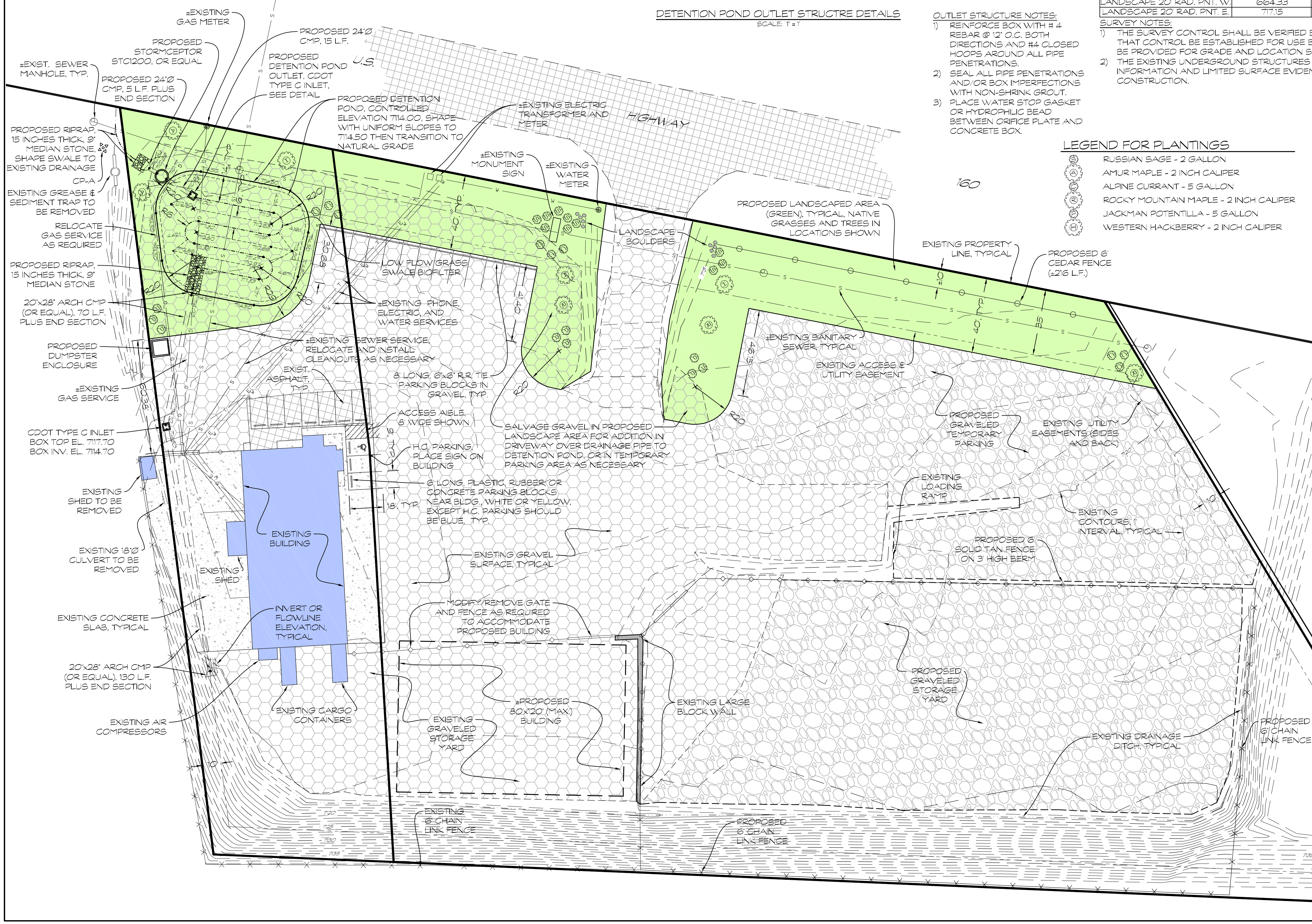
Point	Northing	Easting	Elevation	Description
CP-A	508.91	843.70	7111.57	REBAR WITH CAP PLS 31926
CP-B	933.54	1553.33	7144.79	1/2" REBAR NO CAP
24"Ø CMP D/S, 5 L.F.	524.69	865.26	7110.64	D/S END OF CULVERT D/S OF STORMCEPTOR
24"Ø CMP U/S, 5 L.F.	527.02	869.69	7110.69	U/S END OF CULVERT D/S OF STORMCEPTOR
STORMCEPTOR C.L.	528.34	872.19	---	CENTER OF 6' I.D. STORMCEPTOR VAULT
24"Ø CMP D/S, 15 L.F.	529.65	874.69	7110.77	D/S END OF CULVERT U/S OF STORMCEPTOR
24"Ø CMP U/S, 15 L.F.	536.64	887.97	7110.92	U/S END OF CULVERT U/S OF STORMCEPTOR
POND TYPE C W. CORNER	538.14	886.62	7114.00 (TOP)	WEST OUTSIDE CORNER POND OUTLET STRUCTURE
POND TYPE C N. CORNER	539.96	890.08	7114.00 (TOP)	NORTH OUTSIDE CORNER POND OUTLET STRUCTURE
POND W. RAD. PNT.	534.28	895.51	---	POND W RADIUS POINT, 20' TO 7114.50, 6' TO SWALE BTM.
POND N. RAD. PNT.	565.97	923.17	---	POND N RADIUS POINT, 20' TO 7114.50, 6' TO SWALE BTM.
POND E. RAD. PNT.	549.55	940.70	---	POND E RADIUS POINT, 20' TO 7114.50, 6' TO SWALE BTM.
POND S. RAD. PNT.	524.46	918.80	---	POND S RADIUS POINT, 20' TO 7114.50, 6' TO SWALE BTM.
POND SWALE S.W. RAD. PNT.	529.37	907.16	---	POND SOUTHWEST RAD. PNT., 6' TO SWALE BOTTOM
20"x28" CMP D/S, 70 L.F.	510.37	934.65	7114.00	D/S END OF CULVERT U/S OF POND
20"x28" CMP U/S, 70 L.F.	464.21	987.27	7114.70	U/S END OF CULVERT U/S OF POND
TYPE C WEST CORNER	462.83	985.79	7117.70 (TOP)	WEST OUTSIDE CORNER TYPE C INLET
TYPE C SOUTH CORNER	461.51	989.48	7117.70 (TOP)	SOUTH OUTSIDE CORNER TYPE C INLET
20"x28" CMP D/S, 130 L.F.	463.52	989.67	7114.80	D/S END OF CULVERT U/S OF TYPE C
20"x28" CMP U/S, 130 L.F.	419.50	1111.99	7116.10	U/S END OF CULVERT U/S OF TYPE C
LANDSCAPE 29' RAD. PNT.	546.37	940.19	---	29' TO EDGE OF LANDSCAPING
PARKING N.W. CORNER	588.40	936.17	---	CORNER OF LANDSCAPING/PARKING
PARKING N.E. CORNER	676.51	1013.14	---	CORNER OF LANDSCAPING/PARKING
LANDSCAPE 20' RAD. PNT. W.	664.33	1057.48	---	20' TO EDGE OF LANDSCAPING W OF ENTRANCE
LANDSCAPE 20' RAD. PNT. E.	717.15	1109.92	---	20' TO EDGE OF LANDSCAPING E OF ENTRANCE

SURVEY NOTES:

1) THE SURVEY CONTROL SHALL BE VERIFIED BOTH HORIZONTALLY AND VERTICALLY PRIOR TO CONSTRUCTION. IT IS RECOMMENDED THAT CONTROL BE ESTABLISHED FOR USE BY THE PROJECT, VERIFIED AND USABLE IN THE DETENTION POND VICINITY. LAYOUT CAN BE PROVIDED FOR GRADE AND LOCATION SENSITIVE STRUCTURES AS REQUESTED BY THE OWNER.
2) THE EXISTING UNDERGROUND STRUCTURES INDICATED ON THIS PLAN HAVE BEEN PRESENTED BASED ON OWNER PROVIDED INFORMATION AND LIMITED SURFACE EVIDENCE. PROPER UTILITY LOCATES SHALL BE REQUESTED AND PROVIDED PRIOR TO CONSTRUCTION.

LEGEND FOR PLANTINGS

- (S) RUSSIAN SAGE - 2 GALLON
- (A) AMUR MAPLE - 2 INCH CALIPER
- (C) ALPINE CURRANT - 5 GALLON
- (R) ROCKY MOUNTAIN MAPLE - 2 INCH CALIPER
- (P) JACKMAN POTENTILLA - 5 GALLON
- (H) WESTERN HACKBERRY - 2 INCH CALIPER



GENERAL AND SITE NOTES

1) NO WORK SHALL BEGIN UNTIL THE OWNER AND/OR CONTRACTOR HAS OBTAINED ANY PERMITS REQUIRED.

2) ALL SITE-WORK SHALL BE IN CONFORMANCE WITH ARCHULETA COUNTY STANDARDS, AND PIPE OR STRUCTURE MANUFACTURER RECOMMENDATIONS, AS APPROPRIATE, WITH QUALITY ASSURANCE TESTING DOCUMENTATION RECOMMENDED FOR COMPACTION, AGGREGATES, HOT MIX ASPHALT (HMA) AND CONCRETE.

3) COMPACTION AND MOISTURE CONTROL IN NATIVE AND AGGREGATE MATERIALS SHALL BE PERFORMED TO OBTAIN 95% OF MAXIMUM DENSITY AS DETERMINED BY A MODIFIED PROCTOR (AASHTO T-180), OR AS OTHERWISE DETERMINED BY A GEOTECHNICAL ENGINEER APPROPRIATE FOR THE PROJECT SPECIFIC SOILS.

4) THE MIX FOR ALL EXTERIOR CONCRETE SHALL BE PROPORTIONED TO OBTAIN 4,000 PSI (MIN.) AFTER 28 DAYS, CONTAIN AIR ENTRAINMENT AT 6±1% BY VOLUME, SHALL CONTAIN FIBERMESH, SHALL HAVE A SLUMP BETWEEN 2 AND 5 INCHES, AND SHALL BE GIVEN A LIGHT BROOM FINISH.

5) RIPRAP SHALL BE SOUND, ANGULAR ROCK OF THE DIMENSIONS INDICATED.

6) THE PHYSICAL FEATURES WITHIN THE LIMITS OF THE PROJECT HAVE BEEN SHOWN BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL FEATURES PRIOR TO BEGINNING ANY WORK.

7) THE CONTRACTOR SHALL KEEP ALL OPERATIONS WITHIN THE PROJECT LIMITS AS ESTABLISHED BY THE OWNER. THE CONTRACTOR SHALL KEEP EQUIPMENT AND MATERIALS WITHIN THESE LIMITS AND CLEAR OF THE PUBLIC ROADWAYS. CONSTRUCTION ACTIVITIES, STAGING, PARKING, OR OFF-SITE DISPOSAL SHALL NOT ENCROACH UPON PRIVATE OR PUBLIC LANDS WITHOUT WRITTEN APPROVAL FROM THE PROPERTY OWNER OR LAND MANAGEMENT AGENCY.

8) SHOULD ANY QUESTIONS ARISE OR ANY DISCREPANCIES BE NOTED IN THE PLANS, THE ENGINEER SHOULD BE CONSULTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEMS.

9) THE OWNER AND/OR CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FENCING, FLAGGERS, OR OTHER DEVICES NECESSARY TO MAINTAIN A SAFE SITE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES AND STANDARDS.

10) PAVEMENT MARKING SHALL BE CONSTRUCTED WITH APPROPRIATE AND DURABLE MATERIALS IN CONFORMANCE WITH THE MUTCD, AND SHALL BE PERFORMED FOR PARKING SPACES INCLUDING HANDICAP SYMBOL IN ASPHALT AND CONCRETE PORTIONS OF THE PARKING LOT.

11) PARKING BLOCKS IN GRAVEL SHALL BE SECURED BY THREE 24" LONG #4 REBAR DRIVEN INTO THE GROUND. PARKING BLOCKS ON CONCRETE OR ASPHALT SHALL BE SECURED WITH PREFABRICATED BLOCK HARDWARE PROVIDED BY AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

12) THE TOTAL PROPERTY ACREAGE (PARCELS A & B) IS 4.69, WHERE THE INDICATED LANDSCAPE AREA (GREEN HATCH) IS 0.7 ACRES, OR APPROXIMATELY 15%. THE LANDSCAPED AREAS SHALL BE PROPERLY AND AESTHETICALLY SHAPED, CONDITIONED, AND VEGETATED WITH A NATIVE DROUGHT TOLERANT GRASS SEED MIXTURE SUITABLE FOR THE SITE AND CLIMATIC CONDITIONS. THE BOTTOM OF THE DETENTION POND IS DESIGNED AS A GRASS SWALE BIOFILTER, AND THE POND BOTTOM AND SLOPES (UP TO ELEVATION 7114, ±0.1 ACRES) SHALL BE VEGETATED WITH A TURF BUILDING GRASS AGAIN SUITABLE FOR THE SITE AND CLIMATIC CONDITIONS. A MINIMUM OF FIVE TREES ARE REQUIRED IN THE PARKING LOT AREA (ONE PER FIVE PARKING SPACES, WHICH FOR 23 SPACES YIELDS 5 TREES REQUIRED), WITH 8 TREES SHOWN. TREES SHALL BE LOCATED SUCH THAT VISIBILITY IS NOT IMPEDED AT THE HIGHWAY ACCESS. THE LANDSCAPING SHOWN ALSO INCLUDES 28 SHRUBS AND 10 BOULDERS. IRRIGATION MAY BE REQUIRED TO MAINTAIN LANDSCAPING, PARTICULARLY THE TREES, SHRUBS, AND TURF GRASS. DUE TO THE EXISTING SOILS BEING COMPRISED OF PRIMARILY DECOMPOSED SHALE, IT IS RECOMMENDED THAT SOIL BE IMPORTED (3 TO 4 INCH DEPTH) THAT IS MORE SUITABLE FOR SUSTAINING VEGETATION IN THE LANDSCAPING AREA. LANDSCAPING AND SEEDING ITEMS SHALL BE COMPLETED IN ACCORDANCE WITH THE SEPARATELY PROVIDED SPECIFICATIONS, OR AS OTHERWISE APPROVED FOR THE PROJECT.

13) UTILITY SERVICE MODIFICATIONS NECESSARY DUE TO THE INSTALLATION OF THE DETENTION POND SHALL BE COORDINATED WITH THE UTILITY PROVIDER AND CONSTRUCTED IN ACCORDANCE WITH THEIR REQUIREMENTS.

14) THE DETENTION POND VOLUME AND OUTLET HAS BEEN SIZED AND CONFIGURED TO ALLOW FOR FUTURE PAVING OF THE SITE ENTRANCE DRIVEWAY AND PARKING IN THE VICINITY OF THE EXISTING BUILDING (ENTIRE GRAVEL AREA OUTSIDE OF FENCES BOUNDED ON THE NORTHEAST BY THE NORTHEAST SIDE OF ACCESS DRIVE ACROSS TO THE CORNER OF LARGE BLOCK WALL).

DAVIS ENGINEERING SERVICE, INC.
SINCE 1948
DES
DAVIS ENGINEERING SERVICE, INC.
188 S. 8th STREET - P.O. BOX 1208
PAGOSA SPRINGS, COLORADO 81147
PHONE: (970) 264-5055
FAX: (970) 264-9210

0' 1" 2" 3"
ELEVATION BASE ASSUMED

THIS DRAWING IS THE PROPERTY OF DAVIS ENGINEERING SERVICE, INC., AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN APPROVAL OF DAVIS ENGINEERING SERVICE, INC.

SCALE: 1" = 30' or As Noted
DATE: 09/25/15
DESIGNED: MMD
DRAWN: MMD
CHECKED: SMS
APPROVED: MMD

REVISION	DATE	BY	APPROVED
1	02/19/16	MMD	MMD

REVISION NOTES:
1. PROVIDED ADDITIONAL LANDSCAPING AND RELATED NOTES, ADDED GRAVEL TO TEMP. PARKING, REVISED PROPOSED BUILDING, PROVIDED ADDITIONAL PARKING INFORMATION, ADDED FENCE ALONG HIGHWAY.

STAMP
HALF-SIZE DRAWING

Buckskin Towing
P.O. Box 311
Pagosa Springs, CO 81147

Buckskin Site
Existing Site and Proposed Drainage Plan

P06647
Sheet 1 of 1

Archuleta County
Development Services—Planning Department
1122 HWY 84
P. O. Box 1507
Pagosa Springs, Colorado 81147
970-264-1390
Fax 970-264-3338

MEMORANDUM

TO: Archuleta County Board of County Commissioners

FROM: John C. Shepard, AICP; Planning Manager

DATE: April 19, 2016

RE: Loma Linda Subdivision Unit 3 Amendment 2016-01, a Correction Plat creating Lot 83Z, at 552 Loma Vista Ct.

EXECUTIVE SUMMARY

Sharon Crump, Exit Realty of Pagosa Springs, on behalf of Timothy Gordon & Linda Marsh, has applied for Final Plat approval of Loma Linda Subdivision Unit 3 Amendment 2016, to correct the plat for Lot 83. The Correction Plat is intended to remedy an error of the original Subdivision Plat to correctly locate the US Forest Service boundary. The property is currently vacant, zoned RR-Rural Residential zone.

REVIEW PROCEDURE

The *Archuleta County Land Use Regulations* (Section 4.6.4.3(1)) provide for a Correction Plat to amend a survey error, which may be approved by the County Commissioners without the otherwise required review or hearing procedures. This is not a common process, but appears to be the proper process to correct the original error.

DISCUSSION

The Loma Linda Subdivision Unit 2 plat was approved by the Board of County Commissioners in 1978, and Unit 3 plat in 1979. According to research by the County Surveyor (also the Applicant's surveyor in this case), at that time the original developer's surveyor drew a straight line between the southwest corner of Section 18 and the southeast corner of Section 17 for the southern boundary of the subdivisions, common with the US Forest Service (USFS). In the early 1980s, original survey monuments were found, and were not in alignment with those used for the plat. In 1987, BLM conducted a resurvey, which created an overlap between the San Juan National Forest and Loma Linda subdivisions, and on January 14, 2000, the USFS recorded a Notice of Encroachment on the property. The original developer failed to correct the problem, although some property owners who had purchased lots were able to use the federal Small Tracts Act to acquire their portions of the overlap area. This option is no longer available for the Applicants, who are willing to relinquish any claim to the disputed overlap area and correct the error to facilitate a sale of the property. In the Federal Government's perspective, the Loma Linda Subdivision lot never exceeded the approximate 3.45 acres depicted as Lot 83Z on the correction plat, and the remainder tract was never legally separated from US Forest Service ownership.

The *Archuleta County Community Plan*'s Future Land Use Map considers this property in the Very Low Density Residential land use category, with a base density of 35 acres per dwelling and incentives for clustering. The property is zoned Rural Residential (RR), which is more consistent with the Medium Density Residential land use district. The minimum lot size in RR is 3 acres when central water or sewer is available, otherwise the minimum lot size is 5 acres. Loma Linda Subdivision is within the Pagosa Area Water & Sewer District (PAWSD) water service area. The remaining property of Lot 83Z contains approximately 3.45 acres.

The application was routed to cooperating agencies for review:

- The County Clerk & Recorder and Assessor corrected the title, which should read "Loma Linda Subdivision Unit 3 Amendment 2016-01".
- County Engineering, Pagosa Fire Protection District, Black Hills/SourceGas and LaPlata Electric Assoc. stated no objections.
- No response was received from PAWSD.
- Deputy County Surveyor David J. Murrey PLS, reviewed the proposed plat and made 8 comments. Mr. Murrey noted that all subdivision plats should depict "all recorded and apparent rights of ways and easements, regardless of clients wishes." Staff has been flexible with applicants; however, in the future all easements should be shown on plats and site plans. Also, specifically in reference to this correction plat, staff and Applicants' surveyor considered how to properly represent the "Remainder" portion of the lot, which technically never existed separate from the USFS tract to the south.
- Staff also noticed that the road label on the original plat reads "Loma Vista Court".

RECOMMENDATION AND FINDINGS

Based on evidence provided, staff recommends the Board of County Commissioners find that:

a. The application meets the requirements for a Correction Plat, as an Amended Plat, in Section 4.6.4.3 of the *Archuleta County Land Use Regulations*, and

That the Board approves the Loma Linda Subdivision Unit 3 Amendment 2016-01, located at 552 Loma Vista Ct, with the following conditions:

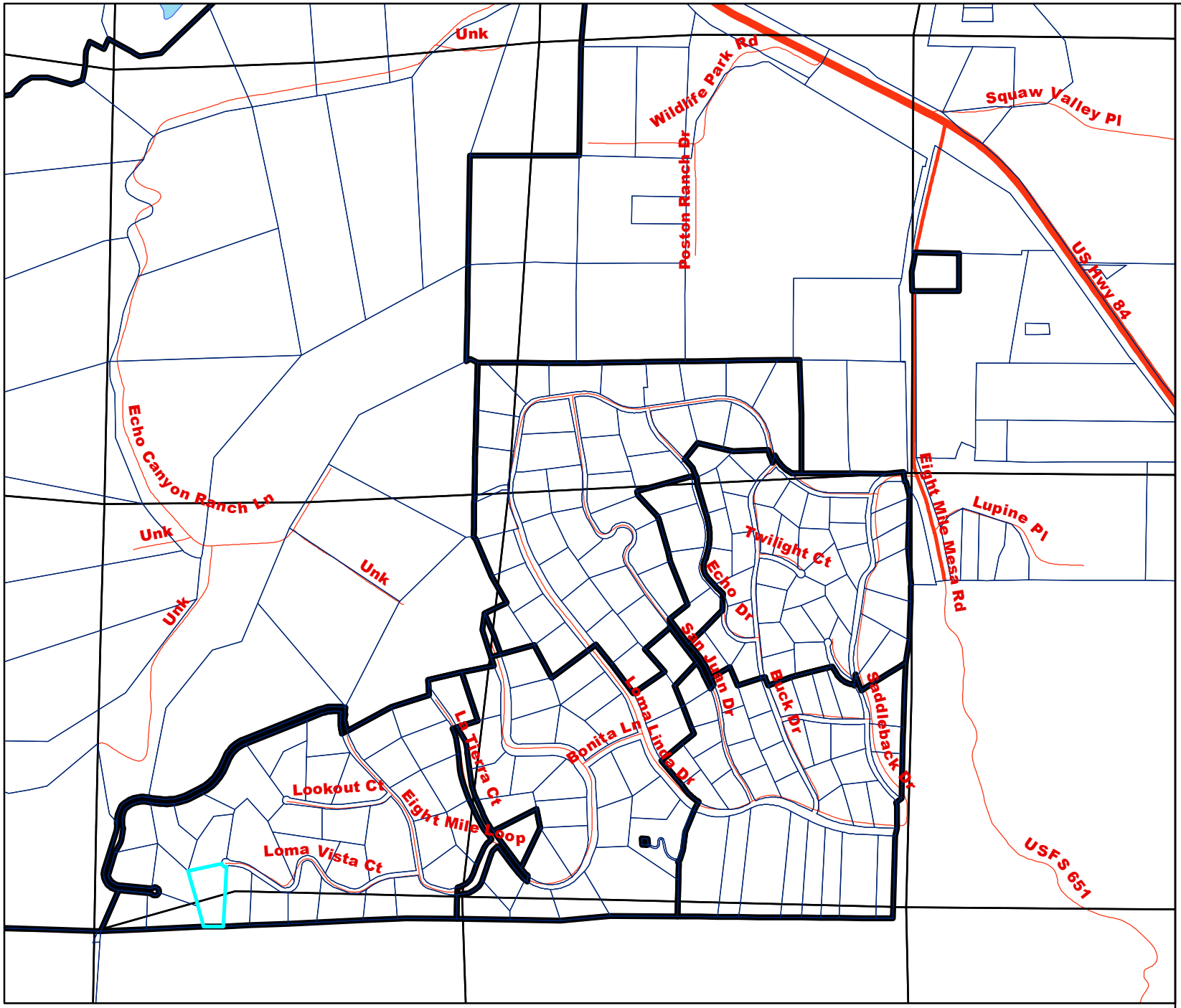
1. The name on the Plat be corrected to read "Loma Linda Subdivision Unit 3 Amendment 2016-01".
2. The road label on the Plat be corrected to read "Loma Vista Court".
3. The Deputy County Surveyor's technical corrections be made and a mylar submitted for recordation within twelve (12) months of this approval.

PROPOSED MOTION

I move to approve the Loma Linda Subdivision Unit 3 Amendment 2016-01, with Finding A and conditions 1-3 of the staff report.

ATTACHMENTS.

Attachment 1: Area Map
Attachment 2: Deputy County Surveyor Review Comments
Attachment 3: Application Narrative
Attachment 4: Proposed Plat



Area Map

Loma Linda 3
Correction Plat
16-017
Gordon-Marsh
Variance
16-018

Legend

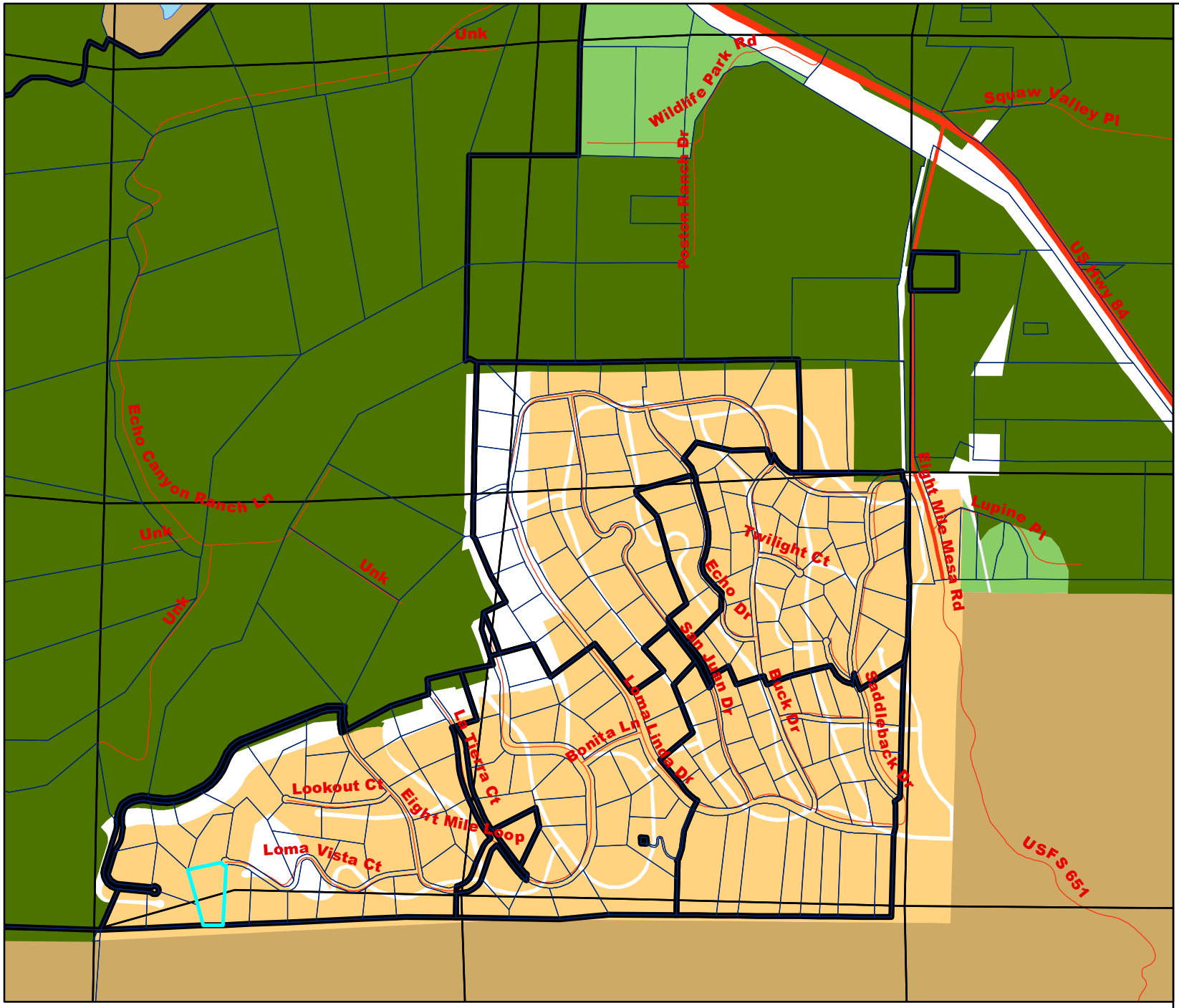
- Parcels
- Sections
- Subdivisions
- Highway
- Primary Road
- Other Roads
- Lakes
- Project Location

N

700 350 0 700 Feet

This map has been produced using various geospatial data sources. The information displayed is intended for general planning purposes and the original data will routinely be updated. No warranty is made by Archuleta County as to the accuracy, reliability or completeness of this information. Consult actual legal documentation and/or the original data source for accurate descriptions of locations displayed herein.

Archuleta County Development Services
21Mar2016



Zoning Map

Loma Linda 3
Correction Plat
16-017
Gordon-Marsh
Variance
16-018

Legend

- Parcels
- Sections
- Subdivisions
- Highway
- Primary Road
- Other Roads
- Lakes

Zoning Map 2011

Zoning Districts

- Agriculture Forestry (AF)
- Agriculture Ranching (AR)
- Agricultural Estate (AE)
- Rural Residential (RR)
- Residential (R)
- Mobile Home Park (MHP)
- Commercial (C)
- Industrial (I)
- PUD

Project Location

N

700 350 0 700 Feet

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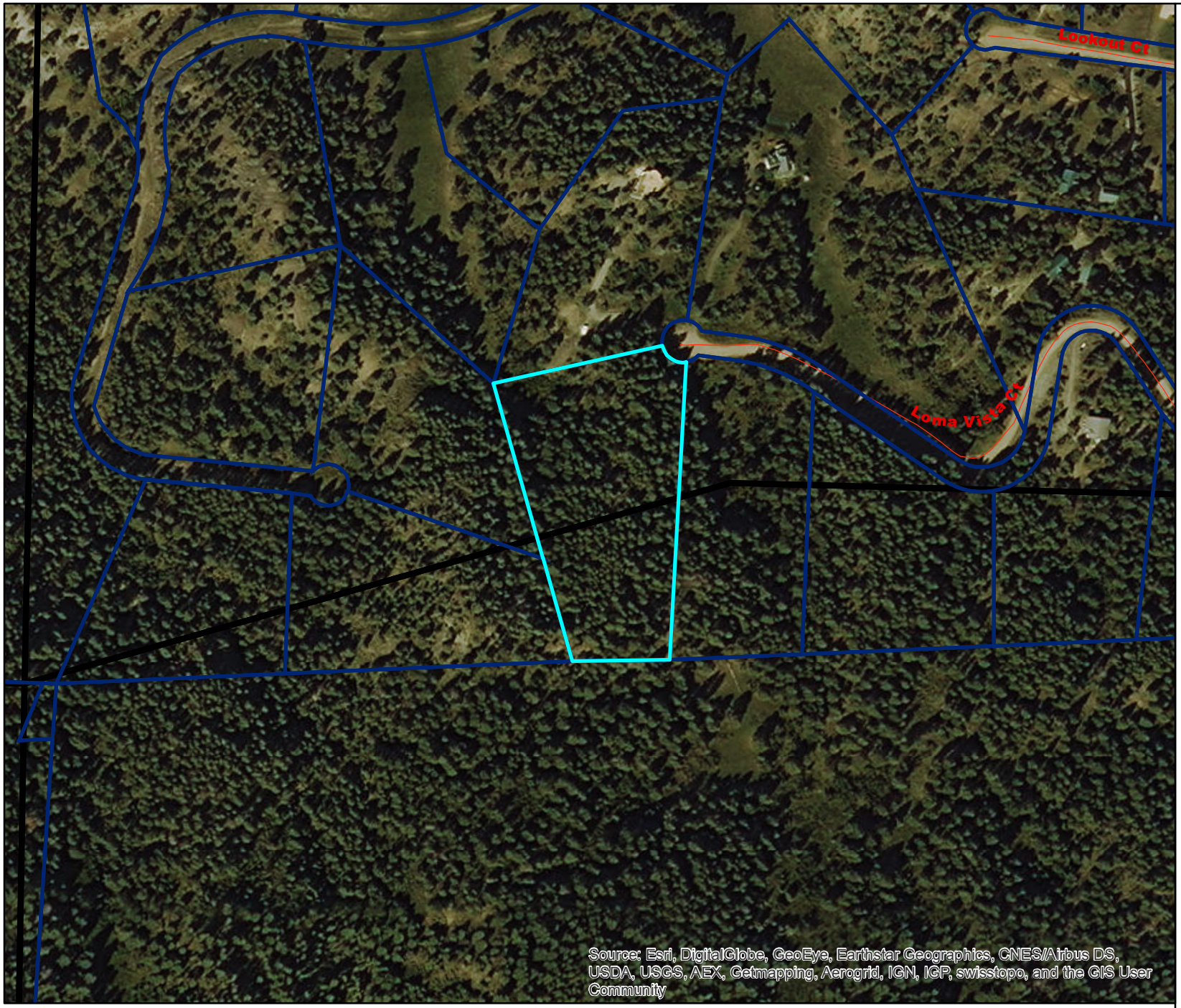
Archuleta County Development Services
21Mar2016



Site Map

Loma Linda 3
Correction Plat
16-017
Gordon-Marsh
Variance
16-018

Legend

- Parcels
- Sections
- Highway
- Primary Road
- Other Roads
- Lakes
- Project Location

N

150 75 0 150 Feet

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Archuleta County Development Services
21Mar2016

Office of the Archuleta County Deputy Surveyor
David J. Murrey PLS
P. O. Box 5532
Pagosa Springs, Colorado 81147
970-946-1043

April 4, 2016

Loma Linda Subdivision Unit 3 – Correction Plat 2016-01
C/O Sherrie Vick
Archuleta County Planning Dept.
1122 U.S. Highway 84
Pagosa Springs, CO 81147

RE: Archuleta County Deputy Surveyor plat check of Loma Linda Subdivision Unit 3 – Correction Plat 2016-01 by Dean P. Schultz

I have completed my review of the above referenced plat and have found these items that need to be addressed or changed.

My comments are itemized as follows:

1. A statement of the scale needs to be added to the drawing near the bar type graphical scale. (Scale: 1" = 60')

2. Colorado AES Board bylaws and rules effective September 1, 2015, section 6.10 relating to depiction of easements and rights of way on subdivision plats in "platted subdivisions" states that "The generally accepted standard of practice with respect to the preparation of land survey plats for platted subdivisions is to depict on all such plats all recorded and apparent rights of ways and easements, regardless of clients wishes." At a minimum, the existing utility easements and/or rights of ways shown or noted on the plat of Loma Linda Subdivision Unit 3 should be shown on this map as well as any apparent easements (i.e. overhead power lines & visible utilities within the property) regardless of the clients wishes.

3. Note 1 of the surveyor notes concerning the basis of bearings states that bearings are assumed, however on the plat it states that bearings are per the 1987 BLM Dependent Resurvey. The basis of bearings statement (Note 1) should be per the 1987 BLM Dependent Resurvey as opposed to assumed. See section 6.8 of the Colorado AES board bylaws and rules concerning basis of bearings statements.

Office of the Archuleta County Deputy Surveyor
David J. Murrey PLS
P. O. Box 5532
Pagosa Springs, Colorado 81147
970-946-1043

4. The legend contains abbreviations, the word aluminum should be spelled out per Colorado AES Board bylaws and rules section 6.13.2 & 6.13.3, stating that abbreviations are unacceptable. It also would be good to list the size of all caps listed in the legend.

5. I believe that the Section, Township, Range, and Principle Meridian of the subject property should be listed somewhere on this plat to help describe the location of this property for reference purposes, especially due to the fact that this survey is tied to a section line. The vicinity map implies, but is not clear that this survey may be located in two different sections, please show the corresponding sections to the south on your vicinity map, plat or both.

6. I would suggest providing a note on this plat to describe what the purpose of this correction plat is, it is unclear to me what the 2.17-acre tract of land titled "remainder" is or why it was created and causes me to question if there should be a legal access / utility easement to this property if it indeed is a separate 2.17-acre tract of land that would be landlocked by virtue of this plat with no legal access. This plat is implying to me that two separate parcels of land are being created and one of them has no access or utility easements shown to benefit it.

7. The Street accessing Lot 83X is listed as Loma Linda Court on the plat, this should be Loma Vista Court, please revise.

8. The distance listed on the east line of the remainder lot appears to be an overall distance on the old lot line, please revise to match the new lot line distance.

I have also reviewed plat for mathematical closure of tracts, acreage, legibility, and spelling. I have found no errors with the exception of concerns listed above. Please call me with any question or if you need clarification on any of these comments.
Thank you,
David J. Murrey, PLS
Archuleta County Deputy Surveyor
P.O. Box 5532
Pagosa Springs, CO 81147
(970) 946-1043
murreylandsurveying@gmail.com

LOT 83 – LOMA LINDA SUBDIVISION UNIT 3
HISTORY

THE FIRST RECORDING OF LOMA LINDA SUBDIVISION UNIT 3 WAS ON AUGUST 13, 1979

AT THIS TIME THE ORIGINAL SURVEYOR USED A STRAIGHT LINE BETWEEN THE SW CORNER OF SECTION 18 (A BRASS CAPPED MONUMENT) AND THE SE CORNER OF SECTION 17 (A BRASS CAPPED MONUMNET) FOR THE SOUTHERLY BOUNDARY OF LOMA LINDA SUBDIVISIONS.

IN THE EARLY 1980'S A LOCAL SURVEYOR BY THE NAME OF JEFF REED WAS CONTRACTED BY LOMA LINDA LTD. TO MONUMENT ONE OF THE UNITS ALONG THE SOUTHERLY BOUNDARY WHICH HAD NOT BEEN MONUMENTED BY THE ORIGINAL ENGINEERING/SURVEYING COMPANY.

IN THE COURSE OF PREFORMING HIS SURVEY, MR. REED RETRACED THE SOUTHERLY LINE OF THE SUBDIVISION AS PER THE ORIGINAL GLO (GENERAL LAND OFFICE) FIELD NOTES OF THIS LINE CONDUCTED IN THE 1880'S. MR. REED MIGHT HAVE FELT THAT SINCE THERE WERE 3 ORIGINAL GLO STONE MONUMENTS ALONG THIS LINE THAT WERE NOT FOUND BY THE ORGINAL ENGINEERING/SURVEYING COMPANY HE SHOULD SEARCH FOR THEM.

MR. REED FOUND AN ORIGINAL STONE MONUMENT FOR THE SOUTH QUARTER CORNER OF SECTION 18 THAT WAS MISSED BY THE ORGINAL ENGINEERING/SURVEYING COMPANY.

THIS MONUMNET WAS FOUND TO BE ABOUT 425 FEET NORTH OF THE SOUTHERLY LINE USED BY THE ORGINAL ENGINEERING/SURVEYING COMPANY.

IN 1987, THE BLM CONDUCTED A DEPENDENT RESURVEY OF THE TOWNSHIP THAT LOMA LINDA IS SITUATED IN.

THE BLM ACCEPTED THE STONE MONUMENT MR. REED HAD FOUND.

THIS CREATED AN OVERLAP ONTO THE SAN JUAN NATIONAL FOREST OF THE LOMA LINDA SUBDIVISIONS ALONG THIS 2 MILE STRECH OF BOUNDARY.

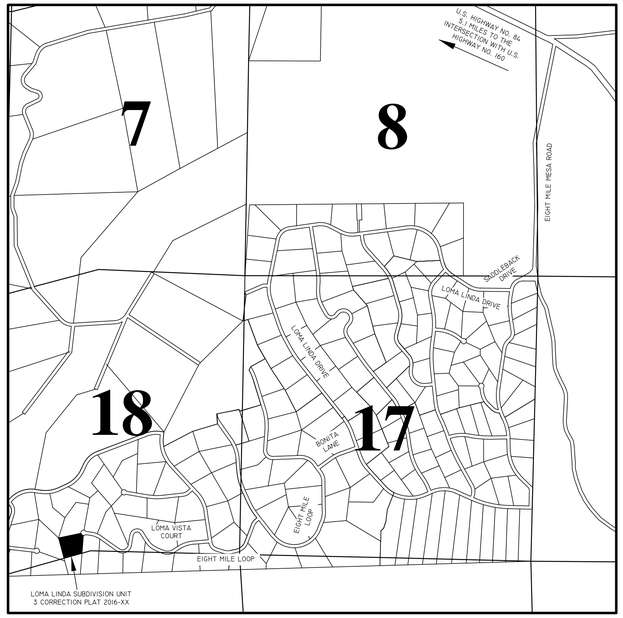
ABOUT 1990, SOME STA'S (SMALL TRACTS ACT) SURVEY'S WERE CONDUCTED FOR SOME LOTS ALONG THIS LINE. THIS GAVE THE LOT OWNERS A CHANCE TO BUY THE OVERLAP AREA OF THEIR LOTS FROM THE SAN JUAN NATIONAL FOREST.

BY THE TIME THE OWNERS OF LOT 83 APPROCHED THE FOREST SERVICE TO BUY BACK LANDS TO MAKE THEIR LOT WHOLE AGAIN, THE REQUIREMENTS OF THIS PROGRAM HAD CHANGED AND THEY WERE DENIED THE RIGHT TO BUY BACK ANY LANDS.

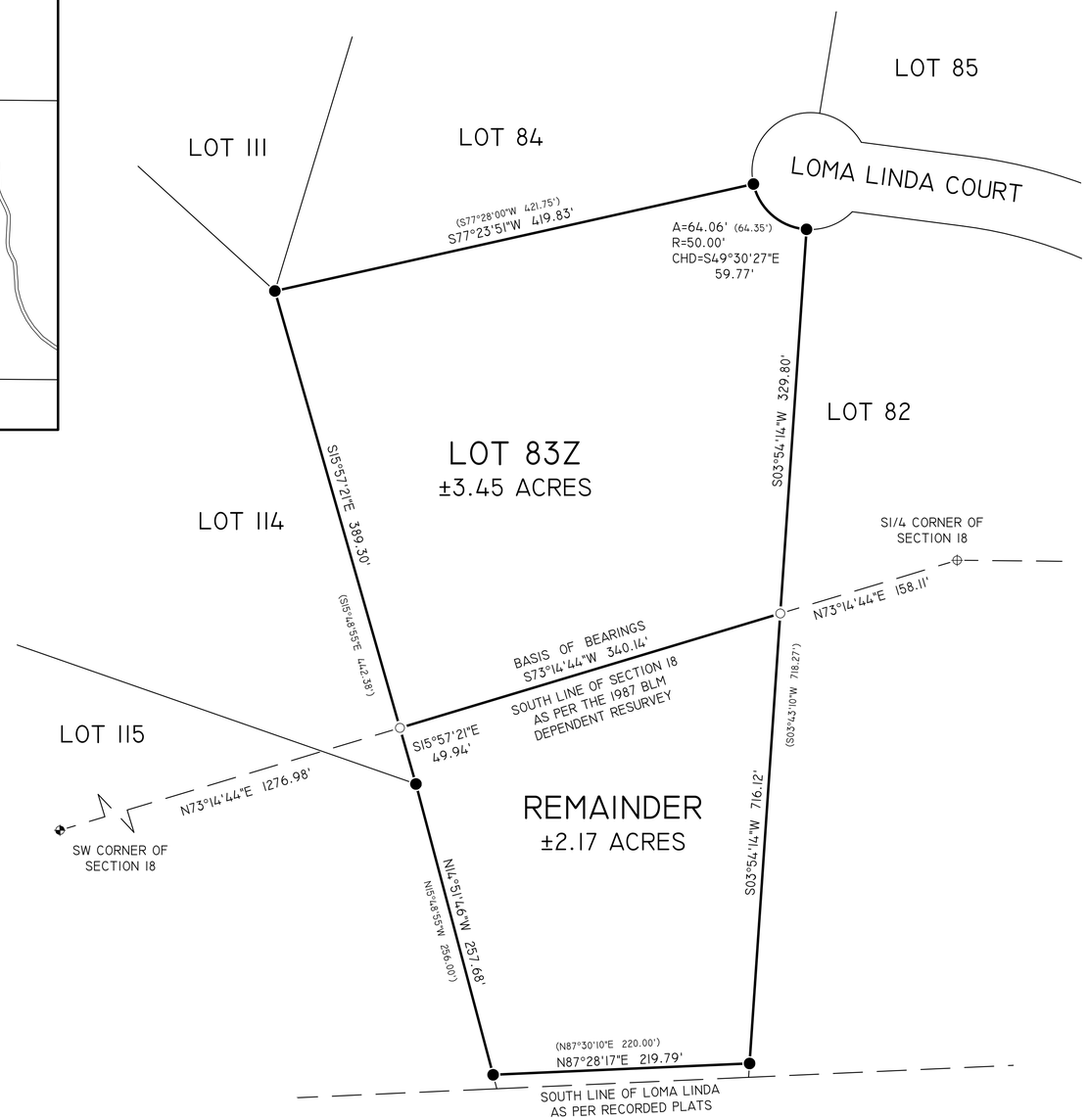
THE PURPOSE OF THIS CORRECTION PLAT IS TO MAKE A WHOLE LOT OUT OF WAS LAND REMAINS OF LOT 83.

LOMA LINDA SUBDIVISION UNIT 3
CORRECTION PLAT 2016-01

CREATING LOT 83Z OF LOMA LINDA SUBDIVISION UNIT 3
ARCHULETA COUNTY, COLORADO



VICINITY MAP
1" = 1/4 MILE



0' 60' 120' 180'
U.S. SURVEY FEET

LEGEND:
- ● FOUND 5/8" REBAR WITH ALUM. CAP PLS 5840
- FOUND 2 1/2" IRON POST WITH GLO 3 1/4" BRASS CAP
- ⊕ FOUND 2 1/2" IRON POST WITH 3 1/4" ALUM. CAP LS 20691
- ○ SET 1/2" REBAR WITH PLASTIC CAP PLS 26973

NOTES:
1) ALL MEASURED BEARINGS ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF SECTION 18, T34N, R1W, NMPM, MONUMNETED AS SHOWN HEREON, BEARS S73°14'44"W - N73°14'44"E.
2) THE CLIENT DID NOT WISH TO HAVE EASEMENTS AND/OR RIGHTS OF WAY RESEARCHED OR SHOWN HEREON.
3) BEARINGS AND DISTANCES IN PARENTHESIS ARE FROM THE ORIGINAL RECORDED PLAT OF LOMA LINDA SUBDIVISION UNIT 3.

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 certification shown hereon.

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO
COUNTY OF ARCHULETA

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE

AT _____ O'CLOCK, THIS _____ DAY OF _____, 2016.

RECEPTION NUMBER: _____

PLAT FILE NUMBER: _____

BY: _____
CLERK AND RECORDER

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS:
THAT TIMOTHY E. GORDAN AND LINDA MARSH OF 4387 CAMEO LANE, CASTLE ROCK, CO 80104, BEING THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO WIT:

LOT 83 OF THE LOMA LINDA SUBDIVISION UNIT 3, THE PLAT OF WHICH IS RECORDED UNDER RECEPTION NO. 96134, ARCHULETA COUNTY, COLORADO

AND CORRECTING THE LOT AS SHOWN HEREON

HAS CAUSED THIS PLAT TO BE MADE AND DESIGNATED AS "LOMA LINDA SUBDIVISION UNIT 3 CORRECTION PLAT 2016-01" FOR THE CORRECTING THE LOT WITHIN THE SUBDIVISION AS SHOWN HEREON, AND FURTHER DECLARES:

1) ALL EASEMENTS OF RECORD ARE TO BE RETAINED.

IN CONSIDERATION OF THE APPROVAL OF THIS PLAT OF "LOMA LINDA SUBDIVISION UNIT 3 CORRECTION PLAT 2016-01", THE DECLARANTS HEREBY WAIVE ANY AND ALL CLAIMS OF DAMAGES AGAINST ARCHULETA COUNTY OCCASIONED BY THE ALTERATION OF LAND SURFACES TO CONFORM TO THIS SUBDIVISION PLAT.

IN WITNESS THEREOF, THIS INSTRUMENT IS EXECUTED

THIS _____ DAY OF _____, 2016

_____
TIMOTHY E. GORDON

THIS _____ DAY OF _____, 2016

_____
LINDA MARSH

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016 BY TIMOTHY E. GORDON AND LINDA MARSH

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC ADDRESS: _____

SURVEYOR'S CERTIFICATE

I, DEAN P. SCHULTZ, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS "LOMA LINDA SUBDIVISION UNIT 3 CORRECTION PLAT 2016-01", WAS PREPARED UNDER MY DIRECTION, TRULY AND CORRECTLY REPRESENTS A FIELD SURVEY OF THE SAME, AND WAS MONUMENTED IN ACCORDANCE WITH CRS 38-51-105, 1973, AS AMENDED.

COUNTY SURVEYOR'S CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR STATUTORY COMPLIANCE, LEGIBILITY, FORM AND CONTENT ONLY AND MEETS THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF COLORADO. THIS CERTIFICATE DOES NOT REPRESENT A THOROUGH REVIEW OF CALCULATIONS, METHODOLOGY, OR THE CORRECTNESS OF THE BOUNDARIES DEPICTED HEREON.

_____
ARCHULETA COUNTY SURVEYOR (OR DEPUTY) DATE

APPROVAL TO RECORD

HAVING ASCERTAINED THAT THE CONDITIONS OF APPROVAL HAVE BEEN SATISFACTORILY COMPLETED ON THIS _____ DAY OF _____, 2016, THE BOARD OF COUNTY COMMISSIONERS APPROVE THIS PLAT FOR RECORDING BY THE COUNTY CLERK AND RECORDER.
THIS APPROVAL DOES NOT EXTEND TO THE DESIGN OF UTILITIES, SEWAGE DISPOSAL, OR ANY OTHER SERVICE FACILITY.

BY: _____
CHAIRPERSON

REVISIONS	LOMA LINDA SUBDIVISION UNIT 3 CORRECTION PLAT 2016-01 CREATING LOT 83Z OF LOMA LINDA SUBDIVISION UNIT 3 ARCHULETA COUNTY, COLORADO		
	SCALE 1" = 60' DATE FEB 2016	DAVIS ENGINEERING SERVICE, INC. P.O. BOX 1208 PAGOSA SPRINGS, COLORADO 81147 PHONE: (970) 264-5055 FAX: (970) 264-9210	SURVEYED BY DPS DRAFTED BY DPS FILED P06819
CLIENT GORDON			

ARCHULETA COUNTY PROCEEDINGS
BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners held a Regular Meeting on April 5, 2016 noting County Commissioners Michael Whiting, Clifford Lucero and Steve Wadley, County Administrator Bentley Henderson, County Attorney Todd Starr and June Madrid County Clerk & Recorder present.

Chairman Whiting called the meeting to order at 9:00 a.m.

The meeting began with the Pledge of Allegiance and a moment of silence.

Disclosures and/or Conflicts of Interest

Approval or Adjustments to Agenda
Commissioner Lucero moved to approve the agenda as submitted. Commissioner Wadley seconded the motion and it carried unanimously.

Public Comments
Chairman Whiting stated that he was opening the floor to public comments for those wanting to comment on items not on this agenda. Comments were asked to be held to 3 minutes for each person desiring to speak. No response from the Board would be given.

Proclamation
A. Child Abuse and Neglect Awareness Proclamation
Matt Dodson Director of the Department of Human Services made a quick statement regarding the pinwheels he had passed out to the public. He introduced staff member Stacy Foss Protective Services Supervisor who presented and read a proclamation for the Board's approval for Child Abuse and Neglect Awareness in Archuleta County for the month of April, 2016. It provided an opportunity to reflect on how we are doing as a community in working together to support healthy kids and strong families. C**ommissioner Wadley moved to adopt the Proclamation as read. Commissioner Lucero seconded the motion.** Chairman Whiting asked for public comment. All three Commissioners agreed how important this proclamation was for Archuleta County's children. **The motion carried unanimously.**

Consent Agenda
A. Payroll & Payable Warrants for March 16 through April 5, 2016

General Fund Payable	260,333.87
Road and Bridge Fund Payable	42,121.32
Department of Human Services Fund Payable	47,574.36
1A Fund Payable	2,150.00
All Combined Dispatch Fund Payable	16,616.42
Solid Waste Fund Payable	5,935.93
Airport Fund Payable	7,881.47
Fleet Fund Payable	55,490.46
Total	$ 438,103.83

General Fund Payroll	151,626.00
Road and Bridge Fund Payroll	36,378.89
Department of Human Services Fund Payroll	62,255.39
All Combined Dispatch Fund Payroll	17,088.73
Solid Waste Fund Payroll	7,675.75
Airport Fund Payroll	4,073.28
Fleet Fund Payroll	8,888.72
Total	$ 287,986.76

B. Regular Meeting Minutes
March 15, 2016

C. 2016 Gravel Supply Contract award to Strohecker Asphalt & Paving for $8.90/Ton

D. Brew Pub Liquor License for Tony's Taps, LLD dba Pagosa Brewing Company

E. Position Classification Pay Scale Update adding "Elections Deputy"

F. Resolution 2016-27 Lot Consolidation of lots in Lake Hatcher Park for owner The Barry & Loretta L. Kissell Revocable Trust

G. Resolution 2016-28 Lot Consolidation of lots in Pagosa in the Pines Unit 2 for owners Kelly R Anne Baalman

County Administrator Henderson read the Consent Agenda. **Commissioner Lucero moved to approve the Consent Agenda as read. Commissioner Wadley seconded the motion. The motion carried unanimously.**

New Business

A. Regional Trail & Construction and Grant Administration Agreement between Pagosa Lakes Property Owners Association and Archuleta County

County Administrator Henderson submitted a request to the Board for the Regional Trail & construction and Grant Administration Agreement between Pagosa Lakes Property Owners Association and Archuleta County. The PLPOA had already approved the agreement so now staff was asking for approval.

Commissioner Wadley moved to approve the Regional Trail & Construction and Grant Administration Agreement between Pagosa Lakes Property Owners Association and Archuleta County. Chairman Whiting asked for public comment.

- Bill Hudson of 268 Hermosa Street wanted to thank the Board for allowing public comments when there is a financial component to an item. He wondered about the timing of the public comments. Sometimes it's better to hear how the Board feels about a subject before someone from the public has questions.
- Commissioner Lucero asked about the work the County had to do. County Administrator Henderson answered it's written into the contract
- Commissioner Wadley said trails are important to our community for tourists. When we cooperate with other government agencies we get more for our money.
- Chairman Whiting said trails are one of those things that are used more by the locals and the tourists and he was happy we prioritize trails as number one.
- Commissioner Lucero thought it was important to note that the other two Commissioners had built a good relationship with PLPOA.
- Chairman Whiting added that Chip Munday the Director of the PLPOA is leaving. He had a lot to do with the relationship between the PLPOA and the Board.

The motion passed unanimously.

B. Waiving Fees at the County Recycling Facility for the Week of April 16-23, 2016 in Recognition of Earth Day

County Administrator Henderson submitted a request to waive the fees for the Week of April 16-April 23, 2016 in recognition of Earth Day. This had become an annual event. Staff recommended approval. **Commissioner Wadley moved to approve waiving fees at the County Recycling Facility for the week April 16-April 23, 2016 in recognition of Earth Day. Commissioner Lucero seconded the motion.** Chairman Whiting asked for comments.

- Commissioner Lucero talked about how far the project had come since he took office and felt it was a great project and had come a long way. He talked about previous Commissioner Gene Crabtree who actually pushed the recycling program and got it started. Waiving these fees won't cost the County much money and was worth the outcome.
- Commissioner Wadley said this was a good way to partner with other entities and it's important to help with recycling when we are the ones who push it. He agreed with the efforts Gene Crabtree made for the County.

The motion carried unanimously.

C. Agreement between Old Town Market and Archuleta County

Undersheriff Tonya Hamilton submitted an Agreement between Old Town Market and Archuleta County for the food services for the inmates held at the Archuleta County Sheriff's Office. She explained how they had gotten to today's request. They are at $24.00 a day per inmate for food and the quality of food was by far better than it used to be from the hospital. They would like to continue the agreement with Old Town Market. Staff does pick up the meals but it's much closer than the hospital. **Commissioner Lucero moved to approve the Agreement between Old Town Market and Archuleta County for food services for inmates held at the Archuleta County Sheriff's Office. Commissioner Wadley seconded the motion.** Chairman Whiting asked for public comments.

- Commissioner Lucero was happy they had partnered with them.
- Commissioner Wadley said they had noticed the price of the meals had gone up but with what is going on with our prisoners being in La Plata, we don't have the numbers to bring the cost down so we pay a little more. He felt this was reasonable.
- Chairman Whiting agreed with spending the money locally.
- Bill Hudson of 268 Hermosa Street said he was excited about this. He had eaten at Old Town Market and was happy the County was using them.

Undersheriff Hamilton said they had reached out to other local businesses, through an RFP and did not receive a favorable response. They (Old Town Market) were really the only one who served breakfast, lunch and dinner on a daily basis so that worked out well and they showed the availability to meet the needs of the County.

- Chairman asked what happens when we are full again, are they capable of delivering for a full jail or is what the Sheriff's Office is doing for the interim since we are smaller. She answered they would be able to serve the entire jail when it grew.

The motion carried unanimously.

D. Letter to Senator Ellen Roberts & Representative J. Paul Brown Regarding HB 16-1355

County Administrator Henderson submitted a letter to the Board for approval. It supported HB 16-1355 in regards to the challenges that come from oil & gas development in proposed residential areas. They want to limit impact on air & water quality, and also traffic, noise and dust nuisances. The letter was asking them to support the bill. All three Commissioners agreed the letter was necessary to help the outcome of oil and gas drilling so it would be done responsibly. **Commissioner Wadley moved to approve the letter to Senator Ellen Roberts and Representative J. Paul Brown regarding HB 16-1355. Commissioner Lucero seconded the motion and it carried unanimously.**

Public Comments

Chairman Whiting stated that he was opening the floor to public comments for those wanting to comment on items not on this agenda. Comments were asked to be held to 3 minutes for each person desiring to speak. No response from the Board would be given.

- Bill Hudson of 268 Hermosa Street said he had attended the Town's Special Meeting regarding their negotiations with the Pagosa Springs Partners. Town Manager Greg Schulte said they are looking at a $9-10 million lease purchase to build a bridge to benefit the Pagosa Partners. Is this any benefit to the taxpayers? Town Manager Schulte said it might cost the Town $625,000 a year for several years. People are concerned that this wouldn't leave money for projects the County was working on with the Town. He asked if the Board would write a letter to Town like they just did for the bill, regarding the affect they will be having on the County. He didn't know if they wanted to act as body or talk to the public first but thought the Board should send a letter.

Commissioner Comments

- Chairman Whiting said that on April 11th as part of broadband effort, there would be an all-day stakeholder's meeting with a consultant, to talk about the scope of current broadband capacity and to give and receive feedback. Broadband was one of the strategic plan items. He encouraged people to attend to help in solving the broadband issue quickly.

With no further business coming before the Board, the meeting was adjourned at 9:38 a.m.

_____ Approved this 19th day of April, 2016.

June Madrid
County Clerk & Recorder

_____

Michael Whiting, Chairman

draft

March 10, 2016

ARCHULETA COUNTY PROCEEDINGS
BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners held a Special Meeting on March 10, 2016 noting County Commissioner Michael Whiting, Clifford Lucero and Steve Wadley, County Administrator Bentley Henderson and County Attorney Todd Starr present.

Chairman Whiting called the Special Meeting to order at 3:00 p.m.
Chairman Whiting stated that the Board was planning on entering into Executive Session.

Executive Session
Commissioner Lucero moved to enter into Executive Session per C.R.S. 24-6-402(4)(b) for the Board to receive legal advice on specific legal questions regarding claims arising from the courthouse roofing project. Commissioner Wadley seconded the motion and it carried unanimously.

Chairman Whiting recessed the Special Meeting to go into Executive Session at 3:02 p.m. and stated those going into the Executive Session would be all three Commissioners, County Administrator Henderson and County Attorney Starr along with Paralegal Tonya McCann and Attorney Marty Rose.

Chairman Whiting reconvened the Regular Meeting at 3:32 p.m.

With no further business coming before the Board, the Special Meeting was adjourned at 3:32 p .m.

_____ Approved this 19th day of April, 2016.
June Madrid
County Clerk and Recorder

_____
Michael Whiting, Chairman

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	$500.00
Storage Permit $100 x ____	_____
Optional Premise $100 x ____	_____
Related Resort $75 x ____	_____
Amount Due/Paid	$ 500.00

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

COYOTE MOON BAR & GRILL
840 N PAGOSA BLVD
PAGOSA SPRINGS CO 81147

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW — **RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name		DBA		
RIGHTEOUS PATH LLC		COYOTE MOON BAR & GRILL		
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
14730130000	Hotel & Restaurant (county)	14730130000	6/19/2016	5/5/2016

Operating Manager	Date of Birth	Home Address

Manager Phone Number	Email Address

Street Address	Phone Number
120 COUNTY ROAD 600 PAGOSA SPRINGS CO 81147-9374	(970) 903 8481

Mailing Address
840 N PAGOSA BLVD PAGOSA SPRINGS CO 81147

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
   Is the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease June 30th, 2017
2. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
   NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☒ NO

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
John A. Roy	President
Signature	**Date**
	3/28/16

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For		Date
Signature	**Title**	**Attest**

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 29 day of March, 2016, by and between **PHILIP D. JANKE ("Janke") and P.J.'S SALOON & RESTAURANT, INC.** ("P.J.'s) (collectively the "Lessor"), and **RIGHTEOUS PATH, LLC**, of 840 N. Pagosa Blvd., Pagosa Springs, Colorado 81147 ("Lessee").

RECITALS:

1. Janke owns the following described real estate and building, to-wit:

   Lots Twenty (20), Twenty-one (21) and Twenty-two (22), Old West Landing Addition (120 County Rd. 600, Pagosa Springs, Colorado) (the "Building")

2. P.J.'s owns the furniture, fixtures, restaurant and bar equipment, tables, chairs, glasses, and kitchen equipment, all of such personal property making up a part of the business and club (herein called the "Business").

3. Lessee is desirous of leasing the Building and Business from Lessor.

4. The parties enter into this Lease in order to provide for the leasing of the Building and Business.

NOW, THEREFORE, for and in consideration of the mutual covenants and terms and conditions herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

Lessor, for and in consideration of the rent, covenants and agreements hereinafter set forth to be performed by Lessee, has this day RENTED, LEASED and LET and by these presents does RENT, LEASE and LET unto the Lessee, the following-described premises situated in Pagosa Springs, Archuleta County, Colorado, Kansas, to-wit:

Lots Twenty (20), Twenty-one (21), and Twenty-two (22), Old West Landing Addition, Pagosa Springs, Colorado (commonly known as 120 County Rd. 600, Pagosa Springs, Colorado), including the Building thereon and the Business,

TO HAVE AND TO HOLD the same unto the Lessee for a term of one (1) year commencing on the 1st day of July, 2016, and continuing to and until midnight on 30th day of June, 2017.

ARTICLE II

In consideration of the leasing of the Building and Business, Lessor reserves and Lessee covenants and agrees to pay to Lessor, his and its successors and assigns, for and during the term hereof, as rent therefor, the sum of Thirty Six Thousand Dollars ($36,000.00), payable in monthly installments of: Three Thousand Dollars ($3,000.00).

The first installment of rent for July 1, 2016 and the last monthly installment for the month of June 1, 2017 shall be payable to the Lessor not later than July 1, 2016, and thereafter monthly installments of rent during the term of this lease are due and payable on the first day of each month.

Said payments of rent shall be made to the Lessor as Lessor shall designate from time to time.

ARTICLE III

Lessor agrees and covenants to keep the exterior of the building, including the roof, walls, sidewalks and the foundations of the Building, gutters and downspouts of the Building in good condition and repair, and shall make all repairs to said Building required because of any structural defect or defects therein. Lessee agrees and covenants to keep and maintain the interior of said Building in good condition and repair, ordinary wear and tear and damage by other casualty excepted. Lessor states

that the heating and air conditioning units in the Building are in working order as the commencement of this Lease.

ARTICLE IV

Lessor shall be responsible for maintenance and upkeep of the hearing and air conditioning units and for periodic maintenance and servicing of the same. In the event the heating and air conditioning units need to be replaced through no fault of the Lessee, the Lessor shall pay the costs thereof. Lessee is responsible for upkeep of all equipment in the bar and kitchen.

ARTICLE V

Lessee shall be responsible for any plate glass and glass windows and doors in the Building and shall replace the same if broken or damaged.

ARTICLE VI

Lessee agrees to pay all utility bills for the Business, including water, electricity, gas and sanitation and at all times to keep the sidewalk and parking areas in front of the Building free and clear of snow, ice, dirt and debris. It shall be the responsibility of Lessee to remove all trash from the Business and to see that it is stored properly until it can be removed.

ARTICLE VII

The Lessee agrees to obtain and be responsible for maintaining all state and local licenses in order to sell alcoholic beverages and to own and operate such a facility and restaurant in the State of Colorado.

ARTICLE VIII

Lessee shall not commit or permit waste to be permitted in or upon the Building and at the termination of this Lease shall surrender and deliver the Business to Lessor

COLORADO FIRE ACADEMY
October 6, 2016
Please Choose 1 from the vegetarian options:

in as good a condition as they are now, reasonable wear, tear and damage excepted. Any and all items of decor, furniture or equipment placed in the Business by the Lessee shall be removed by the Lessee upon termination and any and all damage to the Business caused by such removal shall be repaired by the Lessee.

ARTICLE IX

Lessee shall use the Business for the operation of a bar and restaurant and for no other purposes. Lessee shall not have the right to assign, sublet or in any way transfer its rights under this Lease or any part thereof.

ARTICLE X

In the event the building should at any time during the term of this Lease be so damaged by fire or other casualty so as to be substantially destroyed, this Lease shall be subject to cancellation at the option of either the Lessor or Lessee by one giving to the other notice of cancellation within fifteen (15) days after such destruction. If this Lease be so canceled, all unearned rent paid in advance shall be prorated as of the date of such destruction and refunded to Lessee. If no notice of cancellation be given as aforesaid, this Lease shall remain in full force and effect. Lessor shall proceed with due diligence to replace and restore the Business and said Building to the same condition as they were in immediately prior to such destruction, and during the period from and after the date of destruction to the date of completion of said replacement and restoration and redelivery of the Business, so replaced and restored, to Lessee the rental herein reserved shall be abated.

ARTICLE XI

In the event that at any time during the term of this Lease the Business is damaged, but not substantially destroyed, by fire or other casualty, this Lease shall

remain in full force and effect, and Lessor shall proceed with due diligence to repair and restore the Business to the same condition as they were in immediately prior to such damage. A just proportion of the rent hereinbefore reserved, according to the extent of the injury or damage to the Business, shall abate until the Business shall have been so repaired and restored, as aforesaid, for use and occupancy.

ARTICLE XII

Lessee shall not do or suffer anything to be done whereby the land and Building in which the Business is located may be encumbered by mechanics' or similar liens and shall as often as any mechanics' or similar liens are filed against said Building purporting to be for or on account of any labor or materials furnished in connection with any work in, on or about the Building done by, for or under the authority of the Lessee or anyone claiming by, through or under Lessee, discharge the same of record within ten (10) days after the date of filing. Lessee shall have the right to contest any such mechanics' or similar lien claim upon properly indemnifying the Landlord therefor.

ARTICLE XIII

Lessor and Lessor's agents shall have the right to enter the Business at any reasonable time to examine and inspect the same and make such repairs thereto as Lessor may deem necessary.

ARTICLE XIV

Lessee agrees that it takes and accepts the Business in its present condition and all redecorating and remodeling of the Building shall be at Lessee's own expense and it further agrees to make no structural changes in the building without the prior written approval of the Lessor.

ARTICLE XV

Lessee shall maintain at all times during the term of this Lease public liability insurance, under which Lessor shall be one of the insureds, properly protecting and indemnifying Lessor in an amount of not less than One Million Dollars ($1,000,000.00) combined single limits. Lessee shall furnish Lessor with a certificate or certificates of insurance covering said insurance so maintained by Lessee stipulating that such insurance shall not be canceled without notice in advance to Lessor.

The Lessor shall carry and maintain casualty insurance on the building.

Lessor shall not in any event be responsible for damages to persons or property occurring in or about the Business unless it is the intentional or willful fault of the Lessor, nor shall Lessor be liable for any loss or damage from steam, gas, electricity, water, plumbing, show, leakage, rain, breakage or overflow to persons or property. Lessee, upon learning of anything about the Business likely to occur damage, will at once notify the Lessor thereof in writing.

ARTICLE XVI

It is further understood and agreed by and between the parties hereto that upon the violation or default in any of the covenants and provisions of this Lease by the Lessee, or the non-payment of rent by the Lessee when the same shall be due and payable, the Lessor, its successors and assigns may, exercise all of its remedies, both equitable and at law, for the collection of any of said rent due and/or enforcement of other terms and conditions of this Lease.

ARTICLE XVII

Lessee agrees that upon the termination of this Lease, whether because of lapse of time, cancellation, forfeiture or otherwise, it will surrender immediate possession of

the Business and all parts thereof to Lessor in good condition and repair, ordinary wear, tear and damage by the elements, fire or other casualty excepted. In the event possession be not immediately surrendered, Lessor, with or without process of law, may forthwith re-enter said Business and repossess the same or any part thereof in the name of the whole and expel therefrom using such force as may be necessary, all persons and property without being deemed guilty of any lawful act and without prejudice to any other legal remedy available to Lessor.

ARTICLE XVIII

The parties hereto agree that the Lessor shall be responsible for payment of real estate and personal property taxes on the Business and Building.

ARTICLE XIX

All notices required or desired to be given hereunder shall be in writing and shall be deemed to be duly given when mailed by certified mail to the persons or places at the current addresses of the parties, or at such other addresses as may be subsequently designated in writing.

ARTICLE XX

Provided that the Lessee in not in default, this Lease shall be automatically renewed for successive periods of one (1) year each and all of the terms and conditions of this Lease shall remain in full force and effect except that the parties shall be entitled to renegotiate the rent for any such renewal period or periods and shall also renegotiate payment of casualty insurance and real estate and personal property taxes with respect to future lease years. The increase will be negotiable but no more than Five Hundred Dollars ($500.00) per month. If the parties are unable to agree as to rent and other payments then this Lease shall terminate at the end of the then existing term.

ARTICLE XXI

In the event the Lessee defaults hereunder by failing to pay rent in a timely fashion or failing to comply with any other term or condition hereof, the Lessor shall give written notice of such default to the Lessee, and if such default is not corrected within ten (10) days after receipt of such notice, then the Lessor shall be entitled to exercise any and all remedies the Lessor has for such default hereunder, including termination of the Lease and suit for damages, and all expenses of collection or lease termination incurred by the Lessor, including court costs and attorneys' fees, shall be payable by the Lessee. In addition, the expenses of bringing the Building and business up to an acceptable standard of care, normal wear and tear excepted, shall be paid by the Lessee.

ARTICLE XXII

This Lease may be signed in one or more counterparts and taken together shall constitute and be one and the same instrument.

ARTICLE XXIII

All of the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

_____

PHILIP D. JANKE, Individually

P.J.'s SALOON & RESTAURANT, INC.

By: _____
PHILIP D. JANKE, President

"LESSOR"

RIGHTEOUS PATH, LLC

By: _____
JOHN ROY

"LESSEE"

STATE OF KANSAS, COUNTY OF GEARY, ss:

The foregoing Lease was acknowledged before me this 23rd day of March, 2016 by **PHILIP D. JANKE**, individually, and as President of P.J.'s Saloon and Restaurant, Inc., as Lessor.

GERALDINE F. HALL
Notary Public - State of Kansas
My Appt Expires July 23, 2018

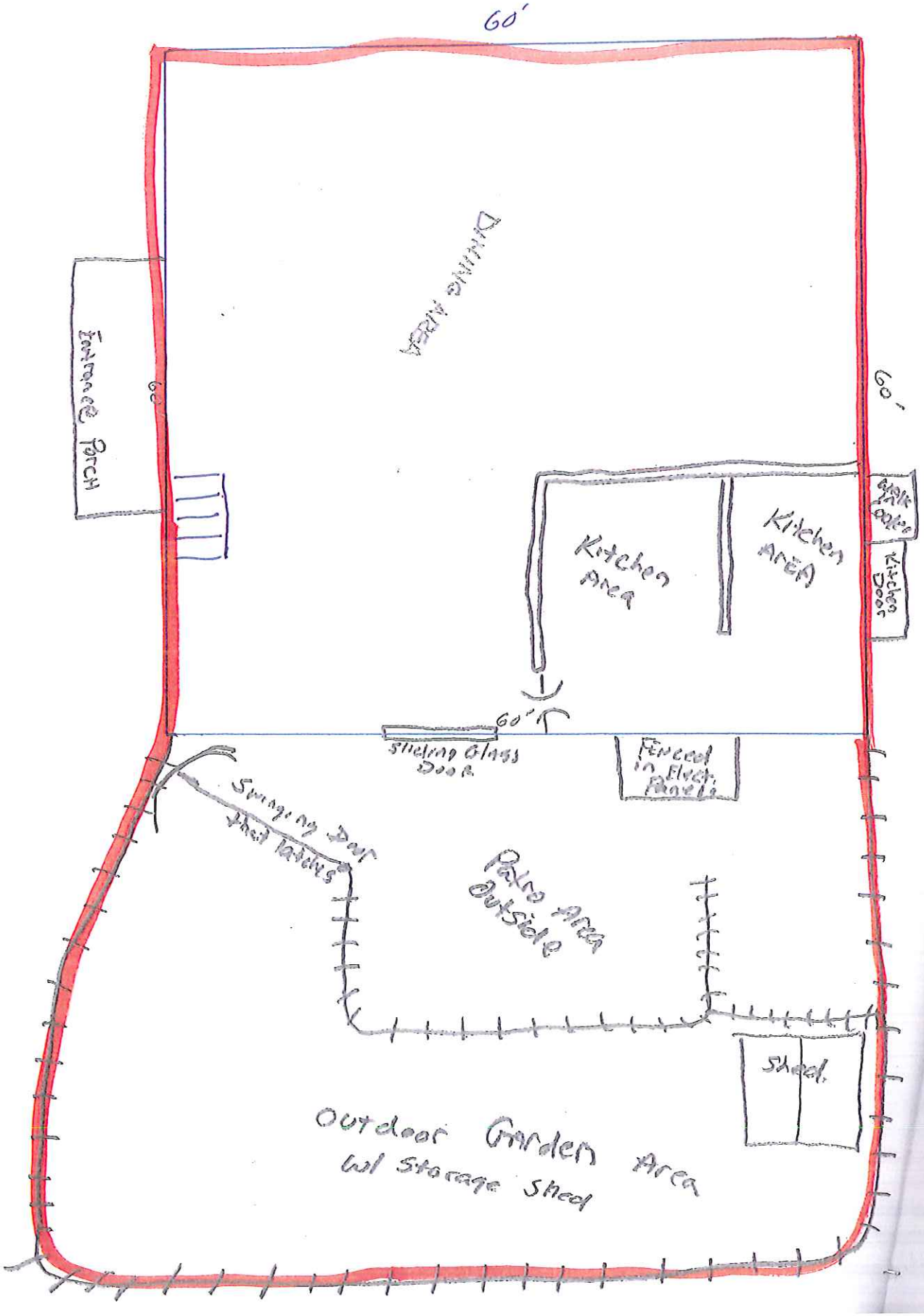
_____
Notary Public

STATE OF COLORADO, COUNTY OF Archuleta, ss:

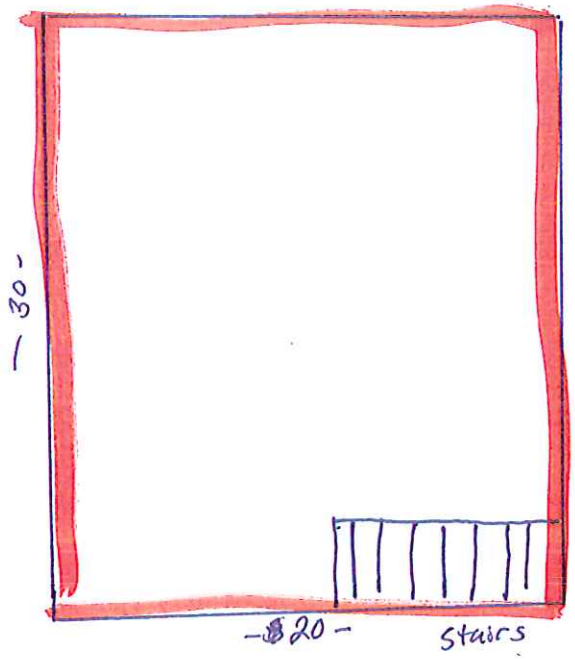
The foregoing Lease was acknowledged before me this 29th day of March, 2016, by **JOHN ROY**, for and on behalf of Righteous Path, LLC, as Lessee.

DEIRDRE M. McFATRIDGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20024025949
COMMISSION EXPIRES: 08/13/2018

_____
Notary Public


60'
Dining Area
Entrance Porch
60'
60'
Kitchen Area
Kitchen Area
Kitchen Door
60'
Sliding Glass Door
Fenced in Elect. Panels
Swinging Door that latches
Patio Area Outside
Shed
Outdoor Garden Area w/ Storage Shed

Upstairs Coyote Moon



RESOLUTION NO. 2016-___

A RESOLUTION APPROVING THE CONSOLIDATION OF CERTAIN LOTS IN ARCHULETA COUNTY, COLORADO

WHEREAS, the Board of County Commissioners of Archuleta County, Colorado, has heretofore adopted regulations relating to the consolidation of lots in Archuleta County, Colorado, (Resolution No. 2006-25); and

WHEREAS, the Board has received an application from Thomas Jones and Lynn Jones, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Thomas Jones and Lynn Jones, has met all the requirements contained in said regulations for Lot Consolidations and the Board may consolidate the hereafter mentioned lots.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Archuleta County as follows: The Chair does hereby sign on authority granted by the Board of County Commissioners and approves the consolidation of Lots 174 and 175, Colorado's Timber Ridge Phase 4, according to the plat thereof filed for record December 19, 2002, as Reception No. 20212641, Archuleta County, Colorado, to become Lot 174X with the condition that if, at a future date, there is a request to split or re-subdivide the consolidated lots, the applicant must comply with the applicable Land Use Regulations in effect at the time the application is made.

APPROVED AND ADOPTED DURING A MEETING DULY AND REGULARLY CALLED, NOTICED, CONVENED AND HELD IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, this ___ day of _____ 2016.

The Board of County Commissioners
Archuleta County, Colorado

ATTEST:

_____
June Madrid,
Archuleta County Clerk and Recorder

_____
Chairman Michael Whiting

Return copy to Planning Dept.

High Country Title, Inc.
Post Office Box 2400
486 Lewis Street
Pagosa Springs, CO 81147
(970) 264-2128 Office
(970) 264-2130 Fax

OWNERSHIP & ENCUMBRANCE REPORT
O&E-16-3588

March 11, 2016

Thomas Jones

RE: O&E Report 15-3588 (Lot Consolidation)
****

PROPERTY DESCRIPTION(S):

Lots 174 and 175, Colorado's Timber Ridge Phase Four, according to the plat thereof filed December 19, 2002 as Reception No. 20212641, in the office of the Clerk and Recorder, Archuleta County, Colorado.

TAX SCHEDULE NO(S):

5699-272-05-174 as to Lot 174
5699-272-05-175 as to Lot 175

VESTED OWNER(S):

Thomas Jones and Lynn Jones by Warranty Deed as to Joint Tenants recorded February 29, 2016 Reception No. 21601191, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 175)

Thomas Jones and Lynn Jones by Warranty Deed as to Joint Tenants recorded February 29, 2016 Reception No. 21601192, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 174)

LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF March 8, 2016 @ 8:00 a.m.:

Deed of Trust dated February 25, 2016 from Thomas Jones and Lynn Jones to the Public Trustee of Archuleta County securing a note payable in the principal amount of $122,325.00 payable to Bank of Colorado, said Deed of Trust recorded on February 29, 2016 as Reception No. 21601193, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 174)

Deed of Trust dated February 25, 2016 from Thomas Jones and Lynn Jones to the Public Trustee of Archuleta County securing a note payable in the principal amount of $122,325.00 payable to Bank of Colorado, said Deed of Trust recorded on February 29, 2016 as Reception No. 21601194, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 175)

Any tax, assessment, fee or charge by reason of the inclusion of the subject property in the Owner's Association and Water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.

J. Jamming

Authorized Signature

THE INFORMATION SET FORTH IN THIS REPORT IS BASED ON A CAREFUL SEARCH AND EXAMINATION OF THE RECORDS OF THE ARCHULETA COUNTY CLERK AND RECORDER'S OFFICE. HOWEVER, THIS REPORT IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE, NOR AN OPINION OF TITLE, NOR A GUARANTY OF TITLE, AND THE LIABILITY HEREIN SHALL NOT EXCEED THE AMOUNT PAID FOR THIS REPORT.

SERVING ARCHULETA, LA PLATA, MINERAL, HINSDALE, RIO GRANDE COUNTIES

Archuleta County Board of County Commissioners
2016 Grant Award

Applicant Name	Grant Request	Grant Award
Geothermal Greenhouse Partnership	$10,000	
Justice Ministries of Pagosa	$8,000	
Tara Historical Society Community Center	$2,000	
Archuleta County Housing Authority	$2,150	
Affordable Housing Work Group	$5,000	
Seeds of Learning	$15,000	
Our Savior Lutheran School	$5,000	
Axis Health Systems	$35,000	
Total	$82,150	$0

ARCHULETA COUNTY
398 LEWIS STREET
P.O. BOX 1507
PAGOSA SPRINGS, CO 81147

April 1, 2016

GRANT REQUEST FORM

Amount of Request: $5,000 to $10,000

Name of Proposed Project: GGP Education Greenhouse Construction

Applicant name: Geothermal Greenhouse Partnership Inc.

Contact Name: Kathy Keyes, President

Address: P.O. Box 5333, 80 South 5th Street, Pagosa Springs, CO 81147

Phone: 970-426-1627 Email: ggp@pagosagreen.org

Grant Type: CAPITAL REQUEST

Geothermal Greenhouse Partnership Inc.
Education Greenhouse Construction Funding Request

1. Project description:
"Our mission is to educate the community in sustainable agricultural practices by producing food year-round using local renewable energy."

The Geothermal Greenhouse Partnership adopted this simplified mission statement in early 2015. Since our inception in 2009, the ideas for this project have grown from the grassroots of the Pagosa Springs community. A focused and dedicated core group of civic entrepreneurs has included the Board of Directors, volunteers on strategic committee, and interested supporters.

With this award, the Education Greenhouse can be built. This project has been identified as a *high priority* by Archuleta County's Community Development Action Plan and by Downtown Colorado Inc. Region 9's Community Economic Development Strategy and the Governor's Blueprint Initiative have identified economic needs specific to Archuleta County and have named the Geothermal Greenhouse Partnership as a potential economic driver to fill those needs. In 2011, the Governor's Blueprint Initiative identified a need to create alternative energy sustainable businesses, geothermal industries and "to collect $600,000 to seed this Greenhouse Project."

The purposes of the GGP's three greenhouses have been carefully and collaboratively planned to maximize downtown revitalization, economic development, job creation, community engagement, lifelong learning, San Juan River Walk enhancement, agritourism, and food security. The GGP site will provide Colorado Academic Standards-based environmental education and demonstrate the use of renewable energy and water conservation.

The Education Greenhouse will be open to the public and will offer classes, workshops, and a gathering space for community wellness activities. Students and teachers, 4-H gardeners, and adult volunteers are eager to commence growing and learning. This first greenhouse will begin to draw agri-tourists to Pagosa Springs' downtown botanic gardens, even as construction of the second and third greenhouses is ongoing.

Two additional greenhouses are planned for future construction. They are designated to be a Community Greenhouse and an Innovation Greenhouse. The GGP Board plans to complete the Education Greenhouse and begin operations prior to fundraising for additional capital.

Supporting Documentation Included:

Board of Directors
Letters of Support
Colorado Energy Office
Region 9 Economic Development District
Archuleta County
Budget for First Greenhouse

2. Collaborating Organizations

A list of documented endorsements from governments, institutions, businesses, and community groups and monetary support they are providing:

- Town of Pagosa Springs - $25,000 (cash) $80,000 (in kind)
- Archuleta County - $30,000 (in-kind)
- Archuleta School District
- Southwest Organization for Sustainability
- Growing Spaces - locked in discounted 2013 price for a 42" dome
- Pagosa Verde - $2700 (in kind)
- Four Corners Office for Resource Efficiency
- Davis Engineering - $9000 (in kind)
- Reynolds & Associates Architecture Engineering
- Courtney King Studios - $9563 (in kind)
- Laura Jane Musser Foundation - $25,000 cash
- San Juan Basin Roundtable - $25,000 cash
- Colorado Water Conservation Board - $50,000 cash
- Colorado Department of Local Affairs - $275,000 cash
- Colorado Energy Office
- Region 9 Economic Development District
- Area Agency on Aging
- Archuleta Seniors, Inc.
- Downtown Colorado, Inc.
- Colorado State University Extension & 4-H
- Colorado Alliance for Environmental Education
- Colorado Environmental Film Festival - support through sharing films for GGP fundraising events (4 years), PR
- Colorado Agritourism Association
- Ballantine Family Fund - $1000 cash
- Vets for Vets
- Mountain High Gardeners Club
- Weminuche Audubon Society
- Private individuals, businesses and institutions - more than $30,000
- Mayor Aragon & Commissioner Lucero - $55,000 (in kind)

3. Timeline

To date, the GGP has raised $630,000 in cash and in-kind contributions toward the construction of the GGP Park. With this additional requested $10,000 from Archuleta County, construction of the Education Greenhouse can begin as early as May of this year. We understand your standard grant amount is $5000. Any contribution from Archuleta County between $5000 and $10,000 would be appreciated.

August to November 2015 - began infrastructure construction
March 2016 to present - completing infrastructure
May 2016 - purchase and construct Education Greenhouse
Summer 2016 – begin educational operations and continue to raise funds to complete the GGP park

The funding is needed so the Education Greenhouse will be able to begin operations and service to the community.

4. Budget:

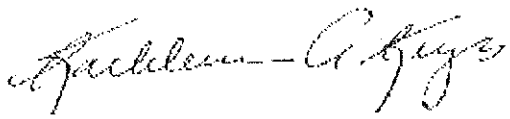
a. Total Grant Request: $5000 to $10,000
b. Total Matching Funding: $30,000 cash in bank
c. Total Grant Funding / Cash to Date:

DoLA	$275,000
CWCB/SW WB Roundtable	$75,000
Laura Jane Musser	$25,000
Ballantine	$1,000
Total	$376,000

5. Tax exempt letter attached

a. Bob Lynch, Treasurer
b. 970-749-4957

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.



April 1, 2016
Kathleen A. Keyes
Geothermal Greeenhouse Partnerhsip Inc., Board Chair

Geothermal Greenhouse Partnership Board of Directors

Kathy Keyes, President, is a founding member of the Geothermal Greenhouse Partnership, owner and founder of Pagosa Baking Company, and past president of the Pagosa Springs Area Chamber of Commerce. Kathy sees local economic diversification as of utmost importance to her business and community, and believes development of Pagosa's geothermal water resource is the opportunity to create a broader based economy founded on principles of sustainability and renewable energy.

Sally High, Vice President, M.Ed., received the Presidential Innovation Award for Environmental Educators (2012) and was named an eCycleBest Top Five Green Teachers in the nation (2014). She recently ended a 25-year teaching career to focus on community development. Sally serves on the Colorado Environmental Education Leadership Council, Colorado State University Extension Advisory Board for Archuleta County, Pagosa Springs Parks and Recreation Commission, and Southwest Workforce Development Board. Sally works closely with greenhouse growers through her membership with the Colorado Nursery and Greenhouse Association. Sally recognizes tremendous potential for education and economic development when the GGP park is operational.

Mark Mueller, Secretary, has lived in Pagosa Springs for 22 years and works for the state of Colorado as a snow avalanche hazard forecaster in the winter for the Colorado Avalanche Information Center. He owns and operates Wolf Creek Backcountry, providing year-round yurt based adventures and avalanche safety education in the Rio Grande National Forest. Mark recently retired after twelve years as Executive Director and business manager for the American Avalanche Association, a Utah based non-profit corporation representing the interests of US avalanche workers and researchers. Don brings valuable experience in nonprofit administration at a national level.

Bob Lynch, Treasurer, has a wide range of business experience and community involvement in Pagosa. As a graduate of Fort Lewis College and Drake University, Bob began his career as a psychologist working with young people. His career path led to the application of psychological principles to the workplace. Bob is the author of four books on team management, employee engagement, and leadership and has worked with Fortune 500 companies in the US and Internationally as a consultant, instructor and executive coach. When in Pagosa, he manages the family cattle ranching operation, which has focused on implementing sustainable agricultural practices and producing grass-fed beef over the past 15 years. In the community, Bob has served on the county Planning Commission and was recently elected to the Board of Directors of LaPlata Electric association. Bob was raised in Pagosa and has a family tree that descends from the first settlers in Archuleta County.

Pauline Benetti is a six-year member of the Geothermal Greenhouse Partnership Board of Directors. She brings her academic preparation (University of California at Berkeley) and work experience (Hewlett-Packard Corp.) to bear on writing successful grant

proposals for the GGP and for the Ross Aragon Community Center. Since retirement to Pagosa in 2000, Pauline has devoted energy to promoting sustainability issues in our community through her work with the GGP, the Southwest Organization for Sustainability (SOS) and the Pagosa Farmers Market where
she sells alpaca fiber and products from her livestock. She is also president of the Pagosa Unitarian Universalist Fellowship Steering Committee.

Courtney King, RA, LEED AP BD+C, is a licensed Architect and a Green Building Professional with fifteen years of experience in sustainable design and construction. Courtney brings to her work a knowledge of natural construction and the LEED Green Building Rating System, as well as practices of positive environmental impact or biophilic design. From 2007-2010 Courtney served as the President of the Board of Directors for Colorado Housing Inc., a non-profit organization providing self-help housing solutions in Southwest Colorado, where she led the effort of developing affordable, practical, and appropriate strategies for sustainability. She has also been actively engaged in the development of design guidelines and the planning of Pagosa Springs, Colorado by serving on the Downtown Master Plan and Way-finding/Signage Steering Committees.

Roberta Tolan is the Colorado State University Extension Agent for Archuleta County where she develops educational programs in agriculture, horticulture and natural resources, youth development, energy and community development. Prior to this position, she was the Horticulture Extension Agent in Larimer County for seven years, the Director of Education for the Denver Botanic Gardens and the Executive Director of Quarry Hill Nature Center in Rochester, MN. Roberta's first career was in marketing and advertising and she holds a MS in Landscape Horticulture from Colorado State University, an MBA in Marketing from Georgia State University and a BS in Marketing from the University of Illinois, Urbana.

Don Coughlin attended Fullerton Community College, Cal. State Fullerton, and pursued studies in Biology, Botany and Native Plant Propagation. He has a wholesale nursery experience as grower for 15 years and is employed at Growing Spaces, in sales, fabrication, and installation of Growing Domes for the past five years. He is a volunteer educator at the Four Mile Ranch Environmental Education Program (K-4) and a Colorado master gardener with organic gardening experience for 30 years. He serves on the Weminuche Audubon Society Board of Directors and leads regular bird walks in Pagosa Springs and Durango. He is active on the committee for the Pagosa Springs Community Composting project.

Don Volger, Mayor of Pagosa Springs, presently serves as Ex Officio GGP Board Director, advisor, and liaison to the ToPS Council.

Ross Aragon, Emeritus, served Pagosa Springs as Mayor for 32 years.

COLORADO
Energy Office

1580 Logan St, Suite 100
Denver, CO 80203

March 20, 2015

Kevin Patterson
Interim Executive Director
Colorado Department of Local Affairs
1313 Sherman Street, Room 518
Denver, CO 80203

Dear ~~Mr.~~ Kevin Patterson,

I am pleased to provide this letter of support for the Geothermal Greenhouse Partnership Park project in the Town of Pagosa Springs. The vision of the Colorado Energy Office is to help Coloradans live more prosperous and healthy lives by promoting innovative energy production and efficient energy consumption practices that are beneficial to the economic and environmental health of the state. The nonprofit Geothermal Greenhouse Partnership supports that vision, and the Town of Pagosa Springs is a leader in utilizing geothermal resources in ways that benefit the local and state economies.

Currently, geothermal resources are used in Colorado for pools, spas, greenhouse agriculture, aquaculture, space heating, and district-wide heating. Pagosa Springs remains committed to promoting and expanding the town's utilization of its geothermal resources. This is evidenced by the one-to-one funding match that the town is committing toward this project. In addition, the town has given land in Centennial Park, along with 100 gallons per minute of hot water. If funded, this project could allow the town to further capitalize on its geothermal resources by creating a park that demonstrates direct-use geothermal in sustainable agriculture. The park will provide a valuable educational experience to those who visit it, and will help demonstrate the economic opportunities that geothermal resources can provide.

The CEO recognizes that geothermal resources have the potential to play a very significant role in our state and national energy portfolio. The Geothermal Greenhouse Partnership Park will be a benefit to the local community. I respectfully request that the proposal submitted by Pagosa Springs be given due consideration and support.

Sincerely,

Jeffrey Ackermann
Director, Colorado Energy Office

November 17, 2014

ECONOMIC DEVELOPMENT DISTRICT
OF SOUTHWEST COLORADO

Sally High
c/o Geothermal Greenhouse Project
PO Box 5333
Pagosa Springs, CO 81147

Re: Letter of support for **Geothermal Greenhouse Partnership application**

SERVING THE COUNTIES OF:

ARCHULETA

DOLORES

LA PLATA

MONTEZUMA

SAN JUAN

SOUTHERN UTE INDIAN TRIBE

UTE MOUNTAIN UTE INDIAN TRIBE

To Whom It May Concern:

The Region 9 Economic Development District of SW Colorado respectfully submits this letter of support for the Geothermal Greenhouse Partnership application for DoLA funding. The proposed project will benefit rural Archuleta County and includes the site preparation phase of the educational geothermal greenhouse park within Pagosa Springs' Centennial Park. It includes installation of geothermal, irrigation, and potable water infrastructures, and buried electric lines. Imported embankment will raise the site above flood plain while retaining walls and concrete sidewalks will set the groundwork for the construction of three greenhouses. Landscaping will retain an attractive appearance in the public park until construction of the botanic showplace is completed. The site spans the River Walk and is accessed by historic downtown Pagosa (Main) Street.

The timing of this project works with improvements to the River Walk area, and geothermal exploration and development currently occurring in the community. Region 9 supports the endeavor to create this educational and economic development draw the community. If you need any additional information, feel free to contact me at 970-247-9621.

Sincerely,

Laura Marchino, CEcD
Assistant Director Region 9 EDD

ADMINISTRATIVE OFFICES:
295A Girard St.
Durango, CO 81303
(970) 247-9621 PHONE
(970) 247-9513 FAX
e-mail: ed@scan.org
www.scan.org

OFFICE OF COUNTY COMMISSIONERS
P.O. Box 1507
Pagosa Springs, CO 81147

(970) 264-8300
FAX (970) 264-8306

October 21, 2014

Geothermal Greenhouse Partnership
Attn: Sally High, Vice President
PO Box 5333
Pagosa Springs, CO 81147

Dear Ms. High:

The Archuleta Board of County Commissioners supports the Geothermal Greenhouse Partnership's (GGP) request for funding. We have followed the activities of the GGP with interest and appreciation as these volunteers have raised funds both public and private, been instrumental in keeping the concept of geothermal energy in the public eye, and involved experts and elected officials in the project and the County's geothermal resource.

Though the project is located within town limits, its influence will extend throughout Archuleta County and the State of Colorado. We recognize that the heated growing domes in Centennial Park will serve to demonstrate how the County's geothermal resource can be used to benefit individuals (jobs and education), entrepreneurs (new businesses from agriculture to utilities) and the overall economy of the County. Environmental and water education is central to the mission of this nonprofit organization.

The Board of County Commissioners regards this grant as extremely important and recognizes that this will provide the GGP with additional aid in moving forward with its endeavors. Archuleta County is happy to provide In-Kind Services to the GGP in the amount of $30,000.

Respectfully,

Clifford Lucero
Chairman

Geothermal Greenhouse Partnership

Master Plan and Phase 1 Site Improvements
Preliminary Estimate - Revised 12/09/13

Construction Item Description	Quantity	Unit	Unit Price	Extension
Clearing, Grubbing, Topsoil Removal & Replacement	120	c.y.	$10.00	$1,200.00
Subgrade Stabilization, Aggregate (as needed)	20	c.y.	$60.00	$1,200.00
Subgrade Stabilization, Geogrid (as needed)	100	s.y.	$5.00	$500.00
Subgrade Preparation	150	s.y.	$2.00	$300.00
Excavation & Removal of Unsuitable Material	50	c.y.	$15.00	$750.00
Imported Embankment	400	c.y.	$30.00	$12,000.00
Imported Topsoil	20	c.y.	$30.00	$600.00
Aggregate Base Course	30	c.y.	$40.00	$1,200.00
Asphalt Patching, 3" Thick	8	tons	$200.00	$1,600.00
Culvert, 12" Diameter C.M.P.	20	l.f.	$30.00	$600.00
Metal End Sections, 12" Diameter	2	ea.	$250.00	$500.00
Drainage Swale	150	l.f.	$6.00	$900.00
Water (Potable) Service, 2" Diameter	150	l.f.	$25.00	$3,750.00
Water (Geothermal) Service, 2" Diameter	300	l.f.	$25.00	$7,500.00
Water (River) Service, 2" Diameter	100	l.f.	$25.00	$2,500.00
Bedding Material	30	c.y.	$20.00	$600.00
Compaction of Trenches Across Roads/Parking Lots	100	l.f.	$20.00	$2,000.00
Landscaping (Including Walls)	1	l.s.	$15,000.00	$15,000.00
Modifications to Existing Park Irrigation System	1	l.s.	$1,500.00	$1,500.00
Greenhouse, 42' Diameter	1	l.s.	$40,000.00	$40,000.00
Greenhouse, Interior	1	l.s.	$10,000.00	$10,000.00
Mob., Demob. & Bonding	1	l.s.	$5,000.00	$5,000.00
			Construction Subtotal	**$109,200.00**
			Contingency @ 20% [1]	$21,840.00
			Utility (or any other) Fees [2]	$0.00
			Environmental and Other Clearances [3]	$0.00
			Preliminary Engineering [4]	$0.00
			Master Plan & Design Engineering	$25,000.00
			Construction Engineering (Layout, Mtls. Testing, Review & Contract Admin.)	$12,000.00
			Project Total	**$168,040.00**

Notes:

1. A 20% Contingency has been included to cover additional project and architectural details, minor construction items, variations in quantities and unit pricing, etc., and should be incorporated in project
2. No cost associated with installation of dry utilities or sanitary sewer has been included at this time, nor have any utility or other fees. The desire/need (or lack thereof) for these other utilities should be confirmed, and any fees associated determined.
3. Environmental and Other Clearances for the Phase 1 project are not anticipated and no associated cost has been included at this time.
4. Costs associated with Preliminary Engineering has not been included in the estimate above, as those services have been donated thus far.
5. The cost estimate above represents the best judgment of the engineer as a design professional familiar with the construction industry, but in no way guarantees that bids, proposals or construction costs will not vary from the prepared estimate.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 30 2012

GEOTHERMAL GREENHOUSE PARTNERSHIP
INC
PO BOX 3417
PAGOSA SPRINGS, CO 81147

Employer Identification Number:
45-4786340
DLN:
17053199398022
Contact Person:
EDWARD S SCHLAACK ID# 31536
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 16, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

GEOTHERMAL GREENHOUSE PARTNERSHIP

Sincerely,

Holly O. Paz

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

GRANT REQUEST FORM

Amount of Request: $8,000
Name of Proposed Program: Pagosa Life Transformation

Applicant Name: Justice Ministries of Pagosa, Inc.
Contact Name: Nancy Williams (Director), Mark S. Disbrow
Address: 459 Lewis St. POB 5262 Pagosa Springs, CO 81147
Phone: 970-264-4483 Email: jmopinc@yahoo.com

Grant Type:
□ General Support
X Program/Project Support
□ Capital Request
□ Match Grant

1. Please provide a detailed description of the project and provide supporting documentation. **Attached**

2. Please provide information of organizations are you collaborating with for this Program/Project and any monetary support that they are providing.

Sheriff Dept, CUMC, DHS, ACVAP, Probation, TTA Work Force, Vets 4 Vets, Salvation Army. For the most part these organizations will not be contributing monetary support to these grant purposed efforts.

3. Please provide the timeline for this project and when will Archuleta County's support be needed.

Would like to start by May 1, 2016 and over 6 month period

4. Budget:

a. **Total Grant Request: $8000**
b. Total In-Kind/Match Funding: $27,000
Admin, Labor, Consulting, Training = 1 hr per client request.
150 client request hours per month x $30 in-kind labor cost = $4500/mo. x 6 mo. = $27,000
c. Total Grant Funding: $8,000 + $27,000 = $35,000

5. Please attach proof of your tax exempt of non-profit status.
a. Name of Fiscal Agent: ___n/a_____
b. Contact Information for Fiscal Agent: ___n/a_____
By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.

_____ Date: 4/1/16

Name: Nancy Williams
Title: Director

ATTACHMENT: Detailed description of the project and provide supporting documentation.

Justice Ministries of Pagosa, Inc.
Program Name: Pagosa Life Transformation

This program is dual-purposed in
1) addressing the plight of the homeless, newly released inmates, probationers, and unemployed,
2) providing a greater community supply of free firewood to the needy.

A) People in the first situation have particular needs and without having them met they will never climb out of them. To move from homeless or unemployed or life on the outside, valid identification is needed. An address and phone number are needed to find work and comply with probation or parole requirements. If a person is unable to secure these, they cannot find a job. If they cannot find a job they cannot pay probation fees and substance abuse testing fees. If they cannot pay these court mandated fees, obtain housing, employment and a telephone, they are returned to jail.

The program methods would be to 1) seek and provide limited day labor opportunities, 2) assistance in obtaining duplicate personal identification, 3) offer short term prepaid cell phones.

Receipt of these services would be conditioned upon the client attending 1 hour of life-skills training or one day of labor at Justice Ministries for every piece of assistance. For example, payment of one ID replacement fee requires 1 hour of life-skills training or performing labor.

B) People in need of free firewood exhausted all local charitable services during the 2015-2016 Winter season. Our intention would be to use day laborers and volunteers to cut/split/stack/deliver donated wood with a portion of this grant. Grant funds would be used to purchase a wood splitter and two chainsaws with fluids and maintenance.

Justice Ministries has a shop and yard location on Piedra Rd. to perform the wood operation. JM also has people who will lead and supervise as well as offer day labor opportunities.

Budget: 6 month term Total $8,000

Category	#Clients	Item Cost	Total Cost
Day Labor Subsidy	120	$40	$4800
ID Fees	20	$30	$600
Phone Fees	20	$30	$600
Wood Splitter			$1500
Chainsaws (2)			$500

NOTES

~ Day Labor Subsidy will only be used where the job does not offer any pay and for classified advertising to help connect day laborers with employers.
~ ID replacement fees are usually paid online or by check to states, counties, or hospitals.
~ Phone fees will be used to acquire a basic prepaid cell phone and paid for one or two months only.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 03 2011

JUSTICE MINISTRIES OF PAGOSA INC
C/O JACK B SEARLE
PO BOX 5262
PAGOSA SPRINGS, CO 81147

Employer Identification Number:
27-2097342
DLN:
17053166327030
Contact Person:
SHAWNDEA KREBS
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 9, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

ID# 31072

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

ARCHULETA COUNTY

398 LEWIS STREET
P.O. BOX 1507
PAGOSA SPRINGS, CO 81147

Deadline for submission: April 1, 2016

GRANT REQUEST FORM

Amount of Request: $ 2000.

Name of Proposed Program: Lower Level Completion (Stage 2 Lighting Extension)

Applicant Name: Tara Historical Society @ Navajo Lake aka Tara Community Center

Contact Name: Pat Everett, Board President; Sandy Gladfelter, Project Manager

Address: P. O. Box 1893, 333 Milton Ln, Arboles, CO 81121

Phone: 970-883-7711; or 970-799-3808 Email: sg.taracc@gmail.com

Grant Type:

□ General Support

□ Program/Project Support

□X Capital Request

□ Match Grant

□ Other: _____

1. Please provide a detailed description of the project and provide supporting documentation.

2. Please provide information of organizations are you collaborating with for this Program/Project and any monetary support that they are providing.

3. Please provide the timeline for this project and when will Archuleta County's support be needed.

1. Stage 2 of lower level completion: extention of existing power; (12) ceiling lights; (4) wall mounted lights.
2. Archuleta County Non Profit Grants and Tara Building Fund; no other organizations involved in Stage 2
3. Desired completion by 5-15-2016.

4. Budget:

a. Total Grant Request:	$ 2000. (Stage 2)
b. Total In-Kind/Match Funding:	$ 800. (Stage 2)
c. Total Grant Funding:	$ 2800. Stage 2)

5. Please attach proof of your tax exempt of non-profit status.

   a. Name of Fiscal Agent: Norma Conley, Board Treassurer

   b. Contact Information for Fiscal Agent: normac@ignacioshcools.org 970-749-7530

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.

Sandy Gladfelter

Date: March 30, 2016

Name: Sandy Gladfelter, Project Manager

Title: Grant Writer and Interim Secretary

Enclosures: Lower Level Completion Project Sheet. Note Stage 1 for extension of Heating/Ac and bathroom completed on 3-22-2016 totaling $10,545. included receipt of (3) grants totaling $8500.

Attachments to email application: IRS 5013(c) form and State of Colorado Tax Exemption; and LL Completion Project

Lower Level Completion Project: 2015 and 2016

All will be considered "open concept" room, with exception of enclosed bathroom:

1st stage: Bathroom & extent heating

Bathroom appx. 10 x 13 family, handicap (with a shower?); baby changing table
One stool; one sink; handicap bars; painted concrete floor;

130 sq feet @ $125 per sq ft = $16,250 (shower* could be addl $200/$350) = $16,600
*shower may not be approved unless handicap accessible—space and price could be
Prohibitive and may need downsized.

Extend Heating:

Existing furnace can be adopted to service lower level in addition to ½ for upper level.
Overhead , in open, heating duct with (2) downdraft(or directional) vents; separate connection into bathroom.

Change damper; install ceiling mount duct and vents	$2200
Duct into bathroom	$ 300
Electrical for controls	$ 150
Exhaust fan for bathroom to exterior wall	$ 200
	$2850

2nd Stage:

A. Electrical: So., E & North walls; overhead lighting: appx. 12 overhead fixtures;4wall
Extend existing conduit: 12 overhead lights @150Ea = 1800; 4 wall @ $50=$200; Extend existing conduit $800 = $2800 (labor and materials).

B. Frame off storage room appx 15 x 15 insulate exterior wall; one door
300 sq/ feet @ $50 = $1500 (includes materials)

C. Finish So/No/E walls: stub out for insulation as needed ;insulate; install finished wall(sheetrock?)
Sheetrock E and North walls; texture or seal So wall? Panel E wall?

3rd Stage: sand and stain concrete floor (1st choice) if considered a "finish" concrete pour?
Prep floor; stain and seal. Paint floor is second choice; excluding storage/maintenance room.
Appx 1500 sq.ft.

4th Stage:

A. Set up office corner
B. Set up Library shelves to "patrician" off area of library
C. Set up shelving to "patrician " off historical corner

CERTIFICATE OF EXEMPTION FOR COLORADO STATE SALES/USE TAX ONLY

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
98-15000-0000	48 001	N 080101	SEP 07 2001

333 MILTON LANE ARBOLES CO

FARA HISTORICAL SOCIETY ONAVAJO LAKE
PO BOX 1853
ARBOLES CO 81121

Executive Director
Department of Revenue

ARCHULETA COUNTY

398 LEWIS STREET
P.O. BOX 1507
PAGOSA SPRINGS, CO 81147

Deadline for submission: April 1, 2016

GRANT REQUEST FORM

Amount of Request: $2,150

Name of Proposed Program: _____

Applicant Name: Archuleta County Housing Authority

Contact Name: Sara Ward

Address: 503 S 8th St / P.O. Box 1463 Pagosa Springs CO 81147

Phone: 970-264-4828 Email: AchACusa2015@gmail.com

Grant Type:

☑ General Support

□ Program/Project Support

□ Capital Request

□ Match Grant

□ Other: _____

1. Please provide a detailed description of the project and provide supporting documentation.

2. Please provide information of organizations are you collaborating with for this Program/Project and any monetary support that they are providing.

3. Please provide the timeline for this project and when will Archuleta County's support be needed.

4. Budget:

   a. Total Grant Request: $ 2,150
   b. Total In-Kind/Match Funding: $_____
   c. Total Grant Funding: $_____

5. Please attach proof of your tax exempt of non-profit status.

   a. Name of Fiscal Agent: _____

   b. Contact Information for Fiscal Agent: _____

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.

SARA Ward

Name: Sarah Ward

Title: Property Manager for ACHA

Date: 3-16-2016

Archuleta County Housing Authority is requesting Help from Archuleta County the amount of $2,150

$895.00 is for replacing windows in club house facing 8th street. The large arch windows have to be replaced per HUD because they hold a lot of moister. The windows have been ordered through Pagosa Glass and should be installed by next inspection 4-26-2016 by CHFA.

$1,255.00 will be used for ADA railing outside of apartment 15&16. The ADA railing will be ordered through T-Bull welding here in Pagosa Springs.

Casa De Los Arcos Is a Section 8 property that serves our elderly and disabled citizens from Archuleta County.

Thank you for your consideration

Sara Ward / Archuleta County Housing Authority Executive Director

3-16-2016

Customer Copy

PAGOSA GLASS
2115 EAGLE DR
PAGOSA SPRINGS, CO 81147

Quote

PH:(970) 731-5535 FAX:(970) 731-5951

Federal Tax ID: 84-1448661

P/O#:
Taken By: Stacia
Installer:

SalesRep:

Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:

Adv. Code:

Workorder: W013028
Date: 1/5/2016
Time: 11:30 AM

Bill To: Cash Sales

Casa De Los Arcos

Sold To: Cash Sales

Casa De Los Arcos
503 S. 8th St.
PAGOSA SPRINGS, CO 81147

(970) 903-4578 Dino

Qty	Part Number	Description	Disc%	Sell	Total
1	IGClrAnld1/8"-3/4" OA	(47 1/2" x20 3/4"x 36") 3/4" OA Clr/Clr IG Unit Anld 1/8"	0	$223.70	$223.70
1	IGClrAnld1/8"-3/4" OA	(47 1/2" x36"x21 3/8") 3/4" OA Clr/Clr IG Unit Anld 1/8"	0	$223.70	$223.70
3	Labor	Installation Labor	0	$130.00	$390.00
1	MISC	disposal	0	$25.00	$25.00

Thank You for your patronage

Dino

Instructions:
Meet Dino at the Club House

Ordered 3-7-16

AUTHORIZATION TO PAY

I hereby authorize and empower the above-named insurance company to pay this invoice in full settlement, satisfaction and discharge of all loss under the above policy. Upon such payment, all rights I may have for claim and demand for loss and damage described above against the above named insurance company shall be thereby forever discharged. In the event that the above named insurance company does not make timely and/or full payment of this invoice according to its terms, I hereby accept responsibility for such payment and agree to pay all charges reflected on this invoice to the above named glass company subject to and according to all terms and conditions on this invoice.

Customer's Signature:_____ COD

Sub Total:	$862.40
Tax:	$32.60
Total:	$895.00

ARCHULETA COUNTY
398 LEWIS STREET
P.O. BOX 1507
PAGOSA SPRINGS, CO 81147

GRANT REQUEST FORM

Amount of Request: $_____

Name of Proposed Program: _____

Applicant Name: Affordable Housing Work Group

Contact Name: Rebecca Anderson

Address: _____

Phone: 504-655-2937 Email: missrebeccalee@yahoo.com

Grant Type:

☐ General Support

☑ Program/Project Support

☐ Capital Request

☐ Match Grant

☐ Other: _____

1. Describe what the grant will be used for: _____

_____

_____

_____.

2. List sources of other grant requests and funds: _____

_____

_____

_____.

ARCHULETA COUNTY
398 LEWIS STREET
P.O. BOX 1507
PAGOSA SPRINGS, CO 81147

3. Which organizations are you collaborating with for this Program/Project? _____

_____

_____

_____.

4. What is the timeline for this project? When will Archuleta County's support be needed?

_____

_____.

5. Budget:

a. Total Grant Request: $_____
b. Total In-Kind/Match Funding: $_____
c. Total Grant Funding: $_____

6. Please attach proof of your 501(c)3 status. If you are not a 501(c)3, please name your fiscal agent below.

a. Name of Fiscal Agent: _____

b. Contact Information for Fiscal Agent: _____

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.

Rebecca Anderson Date: 2-1-16

Name: Rebecca Anderson

Title: _____

Archuleta County Grant Request Form

Amount of Request: $5,000

Name of Proposed Program: Updated Housing Needs Assessment for Archuleta County

Applicant Name: Archuleta Housing Workgroup

Contact Name: Rebecca Anderson

Address: 476 S. 7th St. P.O. Box 53, Pagosa Springs, CO 81147

Phone: 504-655-2937

Email: missrebeccalee@yahoo.com

Grant Type: Program/Project Support

1. Describe what the grant will be used for:

The purpose of the Archuleta Housing Workgroup is to examine the housing needs of various economic levels in Archuleta County; types of housing structures needed; consider available resources; and, develop solutions. In order to move towards affordable housing solutions we must first qualify the need. The purpose of this grant is to update the 2008 report of Archuleta County Housing Needs done by Economic Planning Systems in Denver which assessed the various levels of housing needs in the community. The data gathered and solutions proposed addressed a full range of housing needs including:

Transitional/seasonal workers;
Affordable housing (incomes of 30 -60% AMI)
Attainable housing needs (incomes of 60 – 120% AMI);
Changing demographics (65+, single families, single wage earners)
Types of residential property required (single apartment, family duplex, condo, single family homes, etc)
Policy proposals

Since 2008 economic conditions, policy changes, demographics and community development have impacted the housing needs in our community. In order to properly address the needs and propose solutions an updated assessment is necessary. The 2008 study cost $33,840.00; the County and the Town shared this

cost. As a result of the Archuleta Housing Workgroup on April 1st, 2016 we want to proceed with an update the 2008 Assessment by simply gathering 2015 income and demographic data and recommend changes to the model of 2008, combining with data provided by Region 9 recently. This will be done by Rebecca Anderson at $25.00 per hour.

The ultimate goal of this workgroup is to examine the various levels of need based on current demographics and economic circumstances and offer meaningful solutions. These include policy and funding- based projects to be proposed to the Town and County; community-based projects that include business owners and developers; volunteer and charity-based projects; and individual contributions and self-help solutions. The programs and projects will develop after the updated report is concluded. Because of the yearly allocation of County funds, and as a result of this process of data gathering to solution suggestions, the request is that the County will have funds set aside beyond the Assessment study to engage in various proposals over the 2016-year.

2. List sources of other grant requests and funds:

Town Council will be asked to participate with grant funds for both the assessment and future solution-based projects and programs.

Other grant opportunities and fund-raising sources through the business community, volunteer and faith-based organizations will be approached as they become available. Grants with DOLA and HUD are options being considered. Other utility sectors such as PAWS and LPEA are also options.

3. Which organizations are you collaborating with for this Program/Project:

The housing study will allow us to work along with Town and County governments in implementing new policy as well as help align partnerships with organizations already working on issues of affordable housing in our community, ultimately resulting in a more streamlined focus for our community. These include, but are not limited to:

County Representatives
Town Representatives
Local Business Owners
CDC
El Pomar
Region 9
DOLA
Archuleta County Housing Authority
Regional Housing Alliance of LaPlata County
Pagosa Outreach Connection
Habitat for Humanity

4. What is the timeline for this project: When will Archuleta County's support be needed?

The assessment study can begin immediately. Based on completion of the study payment in full will be needed. Depending on the extent of the study an estimated date would by June 1, 2016. Based on recommendations from the study, further funds to implement approved programs could begin late summer or early fall.

5. Budget:

Total Grant Request: $5,000.00
Total In-Kind Matching Funds: $ TBD

6. Name of Fiscal Agent:

St. Patrick's Episcopal Church

Seeds of Learning
Early Care and Education Center

March 28, 2016

Dear Michael, Clifford and Steve,

I am seeking funds in the amount of $15,000 for the Seeds of Learning 2016 general operating budget. Seeds of Learning is a high-quality center and continues to carry the highest mark of excellence in the United States being NAEYC accredited. High quality costs money and we need your help to sustain it.

Being accredited is an honorable award because it means unequivocally children will receive the very best early care and education available. Professor of Economics, James Heckman, tells us that human capital is and has always been one of our country's greatest natural resources. No one should be denied a high quality early start in life because of income level or social class. Every child in America deserves the same high quality education. That's what Seeds of Learning has been striving to do for eighteen years. Our mission is to empower and inspire a diverse population of young children, nurturing lifelong learning as they become successful adults.

"It is clear that America must deal with the deficit it faces and cut wasteful spending. At the same time, it is also clear that we will grow the deficit if we don't grow a more skilled workforce and develop a strong and productive citizenry. Currently, we find that we are spending too many dollars on compensatory (remediation) efforts put in place to fix problems not addressed in the early years. We, at present, face record rates of high school dropouts, a lack of college graduates, increasing rates of obesity, rising crime and a growing underclass, *expensive outcomes all partly attributable to inadequate attention to early development*", Dr. J. Ronald Lally. There are so many facets to what Seeds does; contributes to continued school success, breaking the cycle of poverty (over 80% of children enrolled at Seeds are low-income), as well as contributing to strong economic development. By partnering with Seeds of Learning you will be contributing proactively in many areas.

I have received very positive feedback from the foundations in Denver that financially support Seeds of Learning because of your contribution last year. They are very excited that Archuleta County is contributing to a very worthy program; a program that puts the future of children and families of Archuleta County first.

I thank you in advance for your consideration. I look forward to hearing from you soon.

With warm regard,

Lynne L. Bridges
Executive Director
970-264-5513

ARCHULETA COUNTY

398 LEWIS STREET
P.O. BOX 1507
PAGOSA SPRINGS, CO 81147

Deadline for submission: April 1, 2016

GRANT REQUEST FORM

Amount of Request: $ 15,000.00

Name of Proposed Program: Seeds of Learning

Applicant Name: Lynne Bridges

Contact Name: same

Address: P.O. Box 5831 - Pagosa Springs, Co. 81147

Phone: 970-264-5513 Email: seedsoflearning@growingseeds.org

Grant Type:

☒ General Support

□ Program/Project Support

□ Capital Request

□ Match Grant

□ Other: _____

1. Please provide a detailed description of the ~~project~~ general operating support and provide supporting documentation.

2. Please provide information of organizations are you collaborating with for this Program/Project and any monetary support that they are providing. see attached budget -

3. Please provide the timeline for this project and when will Archuleta County's support be needed. anytime in 2016 -

4. Budget:

a. Total Grant Request: $ 15,000.00
b. Total In-Kind/Match Funding: $ —
c. Total Grant Funding: $ 15,000.00

5. Please attach proof of your tax exempt of non-profit status.

a. Name of Fiscal Agent: Seeds of Learning

b. Contact Information for Fiscal Agent: _____

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.

Seeds of Learning

Name: Lynne L. Bridges

Title: Executive Director

Date: 3/28/16

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248145604
Sep. 23, 2015 LTR 4168C 0
84-1450521 000000 00
00017529
BODC: TE

SEEDS OF LEARNING
% LYNNE L BRIDGES
PO BOX 5831
PAGOSA SPGS CO 81147

028105

Employer Identification Number: 84-1450521
Person to Contact: Mr. Cordell
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Sep. 14, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August, 1998.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

12:58 PM

12/03/15

Accrual Basis

Seeds of Learning
Profit & Loss Budget Overview
January through December 2016

				Jan - Dec 16
Ordinary Income/Expense				
Income				
4000 · Contributed Support				
4001 · Board Members				
4001.1 · Board Members			3,000.00	
Total 4001 · Board Members				3,000.00
4005 · Business/Corporations				
4006 · Banks			0.00	
4007 · Local Business			0.00	
Total 4005 · Business/Corporations				0.00
4010 · Government				
4010.05 · Government				
4010.8 · Archuleta County Donations				
4010.81 · Arch Cnty For Seeds		15,000.00		
Total 4010.8 · Archuleta County Donations		15,000.00		
4010.85 · Archuleta County School Distric		35,000.00		
4010.87 · Town of Pagosa Springs		5,000.00		
Total 4010.05 · Government			55,000.00	
Total 4010 · Government				55,000.00
4015 · Individuals				0.00
4020 · Organizations				1,800.00
4025 · Religious Organizations				1,020.00
4800 · Fundraiser - Special Events				
4801 · Annual Fundraising Letter - Dec			20,000.00	
4801.5 · Newsletter			1,000.00	
4802 · Candle Sale Fundraiser				
4802.1 · Candle Fundraiser Sales		0.00		
4802.2 · Candle Sales Cost		0.00		
Total 4802 · Candle Sale Fundraiser			0.00	
4803.5 · Spring Fundraiser			1,000.00	
4804 · Signature Event				
4804.10 · Annual Fundraising Dinner				
4804.13 · Auction-Silent Auction	0.00			
4804.14 · Dinner General Donation	0.00			
4804.15 · Dinner Tickets	0.00			
4804.18 · Refreshments/Cash Bar	0.00			
4804.19 · Table Sponsors	0.00			

Seeds of Learning
Profit & Loss Budget Overview
January through December 2016

	Jan - Dec 16
4804.10 · Annual Fundraising Dinner - Other	43,000.00
Total 4804.10 · Annual Fundraising Dinner	43,000.00
4804.25 · Signature Event Costs	-15,000.00
Total 4804 · Signature Event	28,000.00
4812 · Major and Recurring Gifts	40,000.00
Total 4800 · Fundraiser - Special Events	90,000.00
Total 4000 · Contributed Support	150,820.00
4230 · Foundation/Trust Grant Funding	
4231 · Grant Funding Inside the SW Cor	
4232 · Ballantine Operating	3,000.00
4235 · EPYCES	
4235.1 · El Pomar	10,000.00
Total 4235 · EPYCES	10,000.00
4240 · LPEA Round Up	1,000.00
Total 4231 · Grant Funding Inside the SW Cor	14,000.00
4241 · GF Outside SW Corner - General	
4242 · Anschutz Family Foundation	
4242.1 · Anschutz	5,000.00
Total 4242 · Anschutz Family Foundation	5,000.00
4255 · Daniels Fund	5,000.00
4280 · Temple Hoyne Buell Foundation	35,000.00
4295 · United Way	10,000.00
Total 4241 · GF Outside SW Corner - General	55,000.00
Total 4230 · Foundation/Trust Grant Funding	69,000.00
4500 · Tuition	
4510 · Tuition - Pre School	273,600.00
4515 · Tuition - Toddlers	86,400.00
4560 · Registration Preschool	450.00
4565 · Registration Toddler	300.00
Total 4500 · Tuition	360,750.00
4590 · CO Preschool Pgm (CPP)	
4590.1 · CPP	60,147.00

Seeds of Learning
Profit & Loss Budget Overview
January through December 2016

		Jan - Dec 16
4590.2 · CPP Applied to Tuition	14,850.00	
Total 4590 · CO Preschool Pgm (CPP)		74,997.00
4591 · Tuition Assist Fund-Hardship		
4591.1 · Tuition Assistance Gen	1,200.00	
4591.2 · Hardship Applied to Tuition	-1,200.00	
Total 4591 · Tuition Assist Fund-Hardship		0.00
Total Income		655,567.00
Gross Profit		655,567.00
Expense		
Merchant deposit fees		300.00
6005 · Advertising		
6005.05 · General Advertising	1,020.00	
6005.1 · Newsletter	0.00	
Total 6005 · Advertising		1,020.00
6020 · Board Expense		
6020.2 · Board General	300.00	
Total 6020 · Board Expense		300.00
6030 · Classroom Equipment		
6033 · Preschool Equipment	2,400.00	
6034 · Toddler Equipment	600.00	
Total 6030 · Classroom Equipment		3,000.00
6035 · Classroom General Expense		
6036 · Center General Expense	300.00	
6037 · Preschool Classroom Expense	3,600.00	
6038 · Toddler Classroom Expense	1,200.00	
Total 6035 · Classroom General Expense		5,100.00
6040 · Consumables		
6041 · Center Consumables	504.00	
6042 · Preschool Consumables		
6042.1 · Preschool Food	8,069.00	
6042.2 · Preschool Consumables- Not Food	6,480.00	
Total 6042 · Preschool Consumables		14,549.00
6046 · Toddler Consumables		
6046.1 · Toddler Food	2,580.00	

Seeds of Learning
Profit & Loss Budget Overview
January through December 2016

		Jan - Dec 16
6046.2 · Toddler Consumables-Not Food	2,580.00	
Total 6046 · Toddler Consumables	5,160.00	
Total 6040 · Consumables		20,213.00
6050 · Continuing Education		
6051 · Continuing Education		
6051.05 · Continuing Education	2,400.00	
Total 6051 · Continuing Education	2,400.00	
Total 6050 · Continuing Education		2,400.00
6065 · Dues and Subscriptions		1,020.00
6070 · Food Program		
6074 · Food Program - Paid	29,100.00	
6075 · Food Program Delivery	960.00	
Total 6070 · Food Program		30,060.00
6080 · Fundraising		
6080.1 · Fundraising General		
6080.15 · GiftWorks	1,080.00	
6080.1 · Fundraising General - Other	5,900.00	
Total 6080.1 · Fundraising General	6,980.00	
Total 6080 · Fundraising		6,980.00
6083 · Insurance		
6082 · Building Insurance	2,800.00	
6083.1 · Directors & Officers Insurance	2,000.00	
6084 · Child Care/Student Accident Ins	275.00	
6085 · Liability Insurance	1,400.00	
6086 · Contents Insurance	785.00	
6087 · Worker Comp Insurance	7,908.00	
Total 6083 · Insurance		15,168.00
6088 · Incentive Staff Gifts		840.00
6100 · Licenses and Permits		960.00
6104 · Meetings		
6105 · Meeting Expense - Staff	540.00	
6106 · Meeting Expense - Parent	540.00	
Total 6104 · Meetings		1,080.00
6120 · Occupancy		
6123 · Utilities		
6089 · Internet	840.00	

Seeds of Learning
Profit & Loss Budget Overview
January through December 2016

	Jan - Dec 16	
6122.1 · Electric	3,840.00	
6122.2 · Natural Gas	3,000.00	
6122.3 · Sewer	450.00	
6122.4 · Telephone	2,100.00	
6122.5 · Trash Pick Up	1,050.00	
6122.6 · Water	1,680.00	
Total 6123 · Utilities	12,960.00	
Total 6120 · Occupancy		12,960.00
6130 · Office		
6131 · Computer Expense		
6131.4 · Computer Expense General	240.00	
6131.5 · Computer Software & Upgrades	1,200.00	
6131.7 · Computer Repair	600.00	
Total 6131 · Computer Expense	2,040.00	
6133 · Office Equipment		
6133.9 · Xerox Lease & Maintenance	3,000.00	
Total 6133 · Office Equipment	3,000.00	
6134 · Office Supplies		
6134.4 · Office Supplies - General	1,800.00	
6134.5 · Copies - Xerox	1,500.00	
Total 6134 · Office Supplies	3,300.00	
6135 · Toner Cartridges	150.00	
Total 6130 · Office		8,490.00
6155 · Professional Fees		
6156 · Accounting		
6156.2 · Annual Audit	6,200.00	
Total 6156 · Accounting	6,200.00	
6156.9 · Accreditation	1,500.00	
6159 · Prof - Evaluation	2,000.00	
6161 · Prof - Nurse Consultant	540.00	
6155 · Professional Fees - Other	480.00	
Total 6155 · Professional Fees		10,720.00
6180 · Repairs & Maintenance		
6181 · Center R&M	5,100.00	
6182 · Preschool - R&M	720.00	
6183 · Toddler - R&M	300.00	

Seeds of Learning
Profit & Loss Budget Overview
January through December 2016

		Jan - Dec 16
6184 · Snow Removal		1,000.00
6186 · Custodial		15,000.00
Total 6180 · Repairs & Maintenance		22,120.00
6200 · Uniforms		1,320.00
6250 · Website Maintenance		600.00
6300 · Payroll		
6310 · Wages - Teachers		
6310.1 · Wages - Teachers Toddlers	84,000.00	
6310.2 · Wages - Teachers Preschool	210,000.00	
Total 6310 · Wages - Teachers		294,000.00
6320 · Wages - Admin		
6320.1 · Administration Wages	19,980.00	
6320.2 · Director/Officer Wages	27,600.00	
Total 6320 · Wages - Admin		47,580.00
6335 · Wages - Program Support		
6335.01 · Admin - Program Pre	14,856.00	
6335.02 · Admin - Program Tod	5,040.00	
6335.03 · Director/Officer - Pres	20,700.00	
6335.04 · Director/Officer Tod	6,900.00	
6335.11 · Program Director Pre	25,740.00	
6335.12 · Program Director Tod	8,580.00	
Total 6335 · Wages - Program Support		81,816.00
6350 · Substitutes		
6350.5 · Sub Preschool	3,960.00	
6350.6 · Sub Toddler	1,800.00	
Total 6350 · Substitutes		5,760.00
6400 · Benefits		
6400.2 · Bonus		
6400.21 · Bonus Admin	500.00	
6400.22 · Bonus Director/Officer	5,000.00	
6400.23 · Bonus Preschool	1,600.00	
6400.24 · Bonus Toddler	600.00	
6400.25 · Bonus Program Director	500.00	
Total 6400.2 · Bonus	8,200.00	
6400.7 · Wellness/AFLAC/Med Ins.	28,800.00	
Total 6400 · Benefits		37,000.00

Seeds of Learning
Profit & Loss Budget Overview
January through December 2016

	Jan - Dec 16
6500 · Payroll Taxes - Employer	44,760.00
Total 6300 · Payroll	510,916.00
Total Expense	655,567.00
Net Ordinary Income	0.00
Net Income	**0.00**

ARCHULETA COUNTY

398 LEWIS STREET
P.O. BOX 1507
PAGOSA SPRINGS, CO 81147

Deadline for submission: April 1, 2016

GRANT REQUEST FORM

Amount of Request: $ 5,000.00

Name of Proposed Program: New Preschool playground / fencing

Applicant Name: Our Savior Lutheran School

Contact Name: Pennie DeClark

Address: 55 Meadows Dr

Phone: 970-903-3242 Email: pennie@citizensbankpagosa.com

Grant Type:

☐ General Support

☒ Program/Project Support – new playground / fencing

☐ Capital Request

☐ Match Grant

☐ Other: _____

1. Please provide a detailed description of the project and provide supporting documentation.

2. Please provide information of organizations are you collaborating with for this Program/Project and any monetary support that they are providing.

3. Please provide the timeline for this project and when will Archuleta County's support be needed.

4. Budget:

a. Total Grant Request: $ 6,000.00
b. Total In-Kind/Match Funding: $ 1,154.86 from our saving account
c. Total Grant Funding: $ 7,154.86

5. Please attach proof of your tax exempt of non-profit status.

a. Name of Fiscal Agent: Our Savior Lutheran Church & School

b. Contact Information for Fiscal Agent: Jan Jorgensen, Treasurer
970-731-3372

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.

Date: 3/26/16

Name: Pennie DeClark

Title: BOCE, Co-Chair

DR 180 (9/87)
DEPARTMENT OF REVENUE
1375 SHERMAN STREET
DENVER, COLORADO 80261

THIS LICENSE IS NOT TRANSFERABLE

State of Colorado

CERTIFICATE OF EXEMPTION FOR SALES AND USE TAX ONLY

OUR SAVIOR LUTHERAN
CHURCH
~~PO BOX 353~~ 56 Meadows Dr.
PAGOSA SPRGS CO 81147-0353

Fed tax
84-6118811 (EIN)

ACCOUNT NUMBER	LIABILITY INFORMATION	ISSUE DATE
98-04948	48 012 8600 9 030183	DEC 22 1988
HWY 160&MEADOWS DR PAGOSA SPRGS CO		

Executive Director
Department of Revenue

1.) Our Savior Lutheran School is in dire need of a new playground for our Preschool play area and fencing for the perimeter of our K/1st play area. Our current playground for the preschool is over 20 years old and must be updated. Also, we do not currently have fencing around our K/1st play area and would like to do so to keep the woodchips inside the area and to keep people out of it during the time the school is closed. We currently have 42 students in our preschool classes and 13 students in our K/1st combo (which will be split up into a Kindergarten and 1st/2nd combo next year to service even more children). Because we are a Christian school, we do not receive ANY money from the government and have to rely solely on our tuition and fundraising to run our school. We try to keep our tuition rates as low as possible so that the maximum amount of students may have the ability to attend; due to this we have to rely on Grants for "extra's" such as this request. We have been in Pagosa a very long time and have developed a reputation for being a wonderful institution to send Pagosa's youngest to. I have attached a price quote from Home Depot for a playground that we would LOVE to be able to purchase with your assistance. Also, I have asked around and it seems to be the general consensus that we could obtain the fencing we need for about $1,000 for the K/1st area.

2.) We are not in collaboration with any other organizations (other than Our Savior Lutheran Church, but they are not providing any funding towards this). We have raised a little over $1,000 via fundraising that has been earmarked for the playground.

3.) We will need the funding for this project as soon as it would become available. During the winter months the children play in the gymnasium, but as the weather is getting warmer they want to be outside. We have repaired our current playground as much as it can be repaired and are hopeful that the County will be able to assist us with this purchase.

Thank you so much for your consideration.

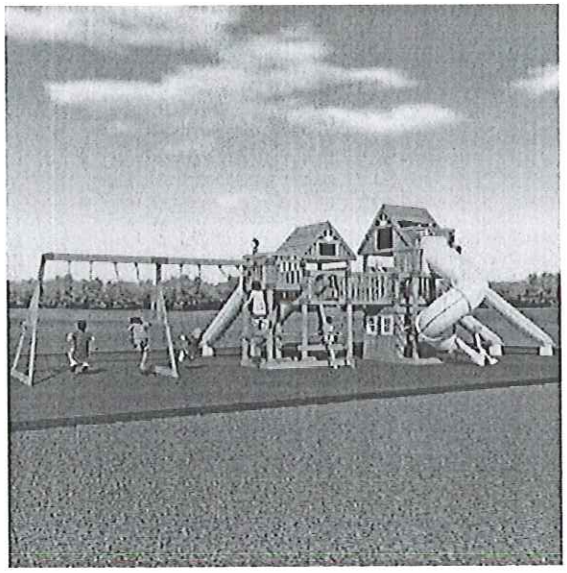
DIY Projects & Ideas Credit Services Pro Xtra Store Finder Order Status Local Ad

Products and Services What can we help you find? Your Store Select a Store Sign in or Register

Backyard Discovery | Model # 54303com | Internet # 204743226

Safari All Cedar Playset

★★★★★ (2) | Write a Review | Ask the first question



Open Expanded View Click Image to Zoom

$6,154.86 /each

Special financing available. Learn More

- Includes curbside delivery
- Four slides and a turbo slide for maximum sliding fun
- Clubhouse, picnic table, and four swings allow everyone to play

PRODUCT NOT SOLD IN STORES

PRODUCT OVERVIEW Model # 54303com | Internet # 204743226

The Safari is colossal, enormous and stupendous. It has both of the towers, one with a clubhouse below, the other with a full picnic table underneath. Tower 2 has the balcony up high with a 7 ft. deck and the turbo slide as well as a 14 ft. rocket slide. Tower 1 has the side sun porch with a 12 ft. rocket slide. Both towers have 10 ft. rocket slides for the ultimate in sliding fun. The heavy-duty double swing beam has four widely-spaced belt swings. The whole set is made from 100% cedar. It's easy to assemble and contains our unique SafeTLock hardware, powder-coated metal brackets for extra strength and the wood is pre-cut, pre-drilled and pre-stained. The Safari will be the envy of the neighborhood.

- 2-towers with sun bridge
- Turbo slide, 14 ft. slide, 12 ft. slide, (2) 10 ft. slide
- Dual swing beams with 4-belt swings
- Clubhouse below tower
- Picnic table below

SPECIFICATIONS

DIMENSIONS

Assembled Depth (in.)	287 in	Product Width (in.)	559
Assembled Height (in.)	155 in	Space Required, Height (ft.)	19
Assembled Width (in.)	559 in	Space Required, Length (ft.)	36
Product Depth (in.)	287	Space Required, Width (ft.)	56
Product Height (in.)	155		

Material	Cedar	Recommended Age Range	3-10
Materials	Plastic/Metal/Wood	Returnable	90-Day
Mounting	Surface Mounted	Roof Style	Wood Roof
Number of Activities	15	Weight Capacity (lb.)	1700
Number of Swings Included	4		

WARRANTY / CERTIFICATIONS

Certifications and Listings	ASTM Compliant	Manufacturer Warranty	1 yr parts, 5 yr wood for rot/decay

MORE PRODUCTS WITH THESE FEATURES

Number of Activities: **15**

Number of Swings Included: **4**

Material: **Cedar**

Mounting: **Surface Mounted**

Brand: **Backyard Discovery**

Review Rating: **4 & Up**

SEARCH

ARCHULETA COUNTY
398 LEWIS ST.
P.O. BOX 1507
PAGOSA SPRINGS, CO 81147

Deadline for submission: April 1, 2016

GRANT REQUEST FORM

Amount of Request: $ 35,000

Name of Proposed Program: Mental Health, Substance Use and Crisis Stabilization Access for Archuleta County's Most Vulnerable

Applicant Name: Axis Health System

Contact Name: Ellen Stein, Director of Development

Address: 185 Suttle Street, Durango, CO 81303

Phone: (970) 335-2257 (O); (970) 403-4824 (C) Email: estein@axishealthsystem.org

Grant Type:
- ☐ General Support
- ☒ Program/Project Support
- ☐ Capital Request
- ☐ Match Grant
- ☐ Other: _____

1. Please provide a detailed description of the project and provide supporting documentation.

This year marks Axis Health System's (AHS) 35th year providing behavioral health (mental health and substance use) treatment to Archuleta County residents. For over 30 years, we have enjoyed a mutually supportive relationship with Archuleta County, who has been a strong supporter of Pagosa Springs Behavioral Healthcare at 475 Lewis Street and more recently the Acute Treatment Unit (ATU) in Durango, which serves all of southwest Colorado. The ATU was built in 2006 and was funded in partnership with all five counties and municipalities in our region including Archuleta County, who served as a founding local government partner committed to building and sustaining this important regional community resource.

Both the ATU and Pagosa Springs Behavioral Healthcare have a history of providing critical behavioral healthcare, as well as crisis services to Archuleta County residents. This year, as in the past, our funding request is made up of two components: support for outpatient behavioral health services for working uninsured residents of Archuleta County and support for the ATU to ensure its availability and capacity to offer 24/7 crisis stabilization for Archuleta County residents, as well as those throughout our region. These services provide access for all Archuleta County residents to outpatient behavioral health services, 24/7 crisis services, and inpatient psychiatric care, while ensuring a sliding fee scale for those without the financial means to otherwise access care.

Outpatient Behavioral Health Services for Archuleta County Residents - $10,000
From July 1, 2014 through June 30, 2015 (FY 2015), Pagosa Springs Behavioral Healthcare provided mental health and substance use treatment for 109 Archuleta County residents who did not have healthcare coverage, 31 of whom reside in the County outside of Pagosa Springs. These residents had limited to no capacity to pay for services which resulted in $67,368 in uncompensated care costs.

Requested funding would subsidize behavioral health services for working uninsured Archuleta County residents. These funds would be used to provide services to residents who do not have healthcare coverage, do not meet eligibility requirements for Medicaid, Medicare or state reimbursement, and who do not have adequate resources to pay full fee for needed behavioral health services.

Requested funding for Outpatient Behavioral Health Services will include the following care for patients:

- Mental Health and Substance Use Screening
- Diagnostic Evaluation
- Family and Group Therapy
- Case Management
- Integrated Dual Disorder Treatment

A changing healthcare environment and Medicaid expansion and enrollment in Colorado has resulted in fewer residents having to make use of Axis Health System's sliding fee, yet we still expect to incur $48,500 in uncompensated care costs in 2016. In the past, Archuleta County has funded 22% of uncompensated care costs for County residents. This request of $10,000 reflects a smaller dollar amount than requested in prior years, but comprises a similar 22% of anticipated uncompensated care costs for uninsured residents of Archuleta County.

Crisis Services for Archuleta County residents at the Acute Treatment Unit (ATU) - $25,000
The ATU is a unique and critical emergency community resource for which County funding continues to be essential. With no other inpatient psychiatric facility in the southwest Colorado region (Grand Junction being the closest), the ATU is the only local inpatient behavioral healthcare resource available for residents of our communities.

In FY 2015, Axis Health System staff completed 68 emergency assessments for Archuleta County residents, up from 50 the prior year, which led to six ATU admissions, a decrease from 13 in 2014. The increase in crisis assessments and simultaneous decrease in ATU admissions suggests that residents are accessing the behavioral healthcare they need sooner, before they end up in a crisis needing inpatient stabilization. The number of County residents served in FY 2015 provides a conservative projection for the number of residents we anticipate serving in FY 2016 and FY 2017, respectively. The ATU budget for FY 2016 is $1,505,739. This $25,000 request comprises less than 2% of the ATU budget, while Archuleta County residents are projected to make up 5% of patients served each year.

While the ATU budget has increased each year due to rising costs, our funding request to Archuleta County has remained the same. Axis Health System's partnership with Archuleta County in support of the ATU, as with all five counties, remains critical. The ATU funding request is our highest priority. Due to the rural nature of our region, the ATU cannot be self-

sustaining through patient volume alone and still must maintain critically needed 24/7 access to care to be a valuable resource when this level of care is needed. The region-wide support of all five counties and municipalities provided the initial support to build and open the ATU and continues to be required for its sustainability.

Requested funding for ATU services will support all of the following:

- Access to psychiatric medication, therapy and case management services in an inpatient setting, as part of an ongoing effort to divert psychiatric hospitalizations.
- Crisis stabilization services for adults of all ages to address problems placing them at high risk for expensive (both in dollars and human terms), long-term treatment.

The ATU provides great value to the community by preventing out-of-area hospitalizations and keeping treatment closer to home. These hospitalizations are costly in both dollars and human terms not only to the individuals and the families impacted, but to local human service agencies, employers and the community in general. If the ATU were not available to residents needing in-patient care, the Sheriff's office would be burdened to transport some patients to the front-range at a cost of approximately $2,000 per transport, also pulling this law enforcement` resource out of the County. Keeping residents in the community provides better outcomes by keeping them close to their family and the supports that are critical to their recovery, including getting back to work and community life.

2. Please provide information of organizations you are collaborating with for this Program/Project and any monetary support that they are providing.

Outpatient Behavioral Health Services - Axis is a founding member of the ~6-month old *Archuleta County Behavioral Health Coalition,* comprised of Archuleta County Department of Human Services, the Sheriff's Department, County/State Probation, Axis Health System, Pagosa Springs Medical Center, Veterans Affairs/Services, San Juan Basin Health and the County/District Court. This group of stakeholders is working to improve access to behavioral health services within the community and relies on one another as critical referral sources. Members contribute their time in-kind to the work of the Coalition and with referrals.

In fact, we track how patients find us and know that 44% of patients heard of Pagosa Springs Behavioral Healthcare through a community organization, and 28% were referred by a Healthcare Provider. Additionally, referrals come from the Archuleta School District #50 JT, the Police Department, and local Clergy. Axis has long-standing relationships with all these entities and interacts with them on a regular basis. This collaboration results in residents getting connected with the care they need quickly and effectively.

From 2006-2012, Archuleta County contributed $15,000 each year to our Outpatient Behavioral Health Services program. In 2013, we received $11,500 for uncompensated behavioral health care costs for Archuleta County's residents with limited to no ability to pay.

ATU/Crisis Services - Archuleta County is one of 17 governmental agencies that have partnered to build and support the operation of the ATU. While 42% of operational funding comes from the State and 34% comes from client fees and AHS funds, the remaining 24% comes from local cities, counties, and SW CO Health Service Districts. Combined this local contribution totals $477,540. From 2006-2012 this included $25,000 per year from Archuleta County, and $18,750

in 2013. Over the past nine years since its inception, the ATU has truly served the needs of this region, including residents of Archuleta County, and is accomplishing all the goals set for it. None of these accomplishments would have been possible without Archuleta County and region-wide support.

3. Please provide the timeline for this project and when will Archuleta County's support be needed.

The described behavioral healthcare services are provided year-round to residents. Funding received would support care and access to it in FY 2017, beginning July 1, 2016.

4. Budget:

a. Total Grant Request:	$ 35,000
b. Total In-Kind/Match Funding:	$ 38,500*
c. Total Grant Funding:	$ 70,000

**Axis Health System will contribute through in-kind and other funding sources a $38,500 match to the Outpatient Behavioral Health Services $10,000 program funding requested of Archuleta County. This amount covers the balance of $48,500 in uncompensated care costs we will incur in 2016 and expect to incur at a similar level in 2017. AHS allocates 100% of patient-generated fees to the ATU.*

5. Please attach proof of your tax exempt of non-profit status.

   a. Name of Fiscal Agent: Axis Health System

   b. Contact Information for Fiscal Agent: Debbie, White, Senior Director of Financial Services; 185 Suttle Street, Durango, CO 81303; dwhite@axishealthsystem.org; 970.335.2233

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.

Bernard H. Heath, Jr. Ph.D.

Date: 4/1/16

Name: Bernard H. Heath, Jr., Ph.D.

Title: Chief Executive Officer

MAKE SURE YOU GET THE BEST CARE.
WE CAN HELP.

In the past, finding an inpatient facility capable of providing acute crisis care for patients in need was a challenge. Now there is another opportunity for residents of Colorado.

Axis Health System's Acute Treatment Unit (ATU) provides short term crisis stabilization. The facility is licensed for 15 beds and managed with a patient to staff ratio of almost 1:1. The ATU is designed as an alternative to traditional inpatient psychiatric hospitalization. The average length of stay is three to seven days.

OUR HISTORY

For the last 50 years, Axis Health System has made people feel better by helping to make a meaningful difference in their lives.

Formally known as Southwest Colorado Mental Health Center, the organization's new name reflects a transformation from a successful community mental health center to an integrated healthcare organization. Axis Health System recognizes the connection between mind and body and combines the benefit of primary care, behavioral health and substance use counseling into an Integrated Healthcare Home™, with care that is focused on the "whole person."

The Acute Treatment Unit (ATU) is just one of the five Axis locations and is staffed 24/7 by a team of experienced, engaged, and dedicated mental health care providers.

AXISHealth System
Making a meaningful difference

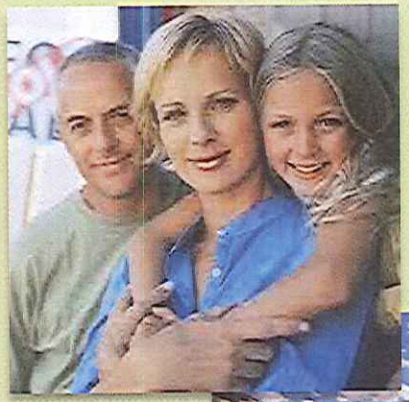
Acute Treatment Unit
Durango, Colorado

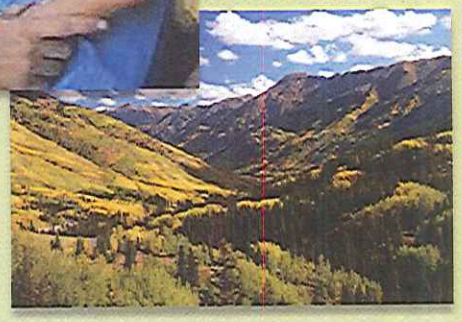
Professional. Caring. Confidential. Affordable.

1125 Three Springs Blvd
Durango, CO 81301

970.403.0180 tel
970.403.0190 fax
970.247.5245 24/7

www.axishealthsystem.org





OUR ATU IS DIFFERENT.

THE ACUTE TREATMENT UNIT (ATU) HAS A PROVEN RECORD OF HELPING CLIENTS ENHANCE THEIR WELLBEING

The ATU, as part of Axis Health System, has a wide variety of behavioral health services available including:

- Psychiatric & Medication Management
- Dialectical Behavior Therapy (DBT)
- Wellness Education
- Individual, Group, & Family Therapy
- Case Management
- Transitions Services

Our Streamlined Admission Process

- Step 1: •Call **970-247-5245** to connect to an Emergency Services Worker (24/7)
- Step 2: •Health Record & Assessment
- Step 3: •Intake Approvals
- Step 4: •Transportation/Admittance
- Step 5: •Follow up/Discharge

FREQUENTLY ASKED QUESTIONS

Q: *Why Durango, Colorado?*

A: Durango is centrally located for the Axis Health System five-county service region. Our beautiful scenery, healthy lifestyle, and engaging staff provide a healing environment focused on wellness and recovery. From the minute patients enter our facility, they experience a sense of calmness, safety, and caring. In case of a medical emergency, our ATU is conveniently located next to Mercy Regional Medical Center. the largest hospital in SW Colorado.

Q: *Who are your patients?*

A: Patients that are experiencing an emotional crisis or need psychiatric stabilization can benefit from our short term (three to seven days) residential treatment. We serve adults, both men and women. The ATU is a licensed and designated as a facility that can accept both voluntary and involuntary patients. Since we do not use restraints or seclusion, we cannot accept patients who have violent behaviors.

Q: *What is your admission process?*

A: We have worked hard to streamline our admission process so that it is as easy and quick as possible. Simply call our crisis line any time, day or night and we can begin the evaluation/admission process.

Q: *What are the staff qualifications?*

A: Our professional staff is hand-picked to provide the highest, most personal level of care. Our staff includes Behavioral Health Clinicians, LCSW's, CAC III's, RN's and MD's. All of our staff is trained in Dialectical Behavior Therapy and other therapeutic interventions.

Q: *How are payments and transportation arrangements made?*

A: The ATU is more cost effective than some other facilities in Colorado. We accept most third party insurance, Medicare and Medicaid. Transportation to and from your location is not included and must be coordinated with the admission staff.

Axis Health System © 2016

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248360116
Sep. 02, 2014 LTR 4168C 0
84-0506701 000000 00
00020470
BODC: TE

SOUTHWEST COLORADO MENTAL HEALTH
CENTER INC
281 SAWYER DR STE 100
DURANGO CO 81303

59240

Employer Identification Number: 84-0506701
Person to Contact: Ms. Harper
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 21, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1961.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Routing # CMS# 89174
CFDA 97.039
Federal Award FEMA DR-4145-CO

GRANT AGREEMENT

Between the

STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

And

ARCHULETA COUNTY

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1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between ARCHULETA COUNTY (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Public safety, Division of Homeland Security and Emergency Management (hereinafter called the "State").

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 the Effective Date. *(Check options below if appropriate):*

A. ☐ Provided, however, that *authorized* Pre-award Costs incurred after the date of the Federal disaster declaration (September 14, 2013) and prior to the Effective Date of this agreement may be submitted for reimbursement as provided in §7(B)(v) below.

B. ☐ Provided, however, that all or some of the costs or expenses incurred by Grantee prior to the Effective Date which have been or will be paid from Matching Funds, if such costs or expenses are properly documented as eligible expenses in Title 42, U.S. Code (U.S.C.) 5170c, may be reimbursed from such Matching Funds, as provided in §7(B)(v) below.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §24-1-128.6, funds have been budgeted, appropriated and otherwise made available pursuant to said statute and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Section 404, 42 U.S.C. 5170; and a sufficient unencumbered balance 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

Grant funds are hereby made available for the purpose of enhancing Homeland Security and Emergency Management related Prevention, Protection, Mitigation, Response and Recovery capabilities throughout the State, as more specifically described in the Statement of Work, attached as **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 Work described in **Exhibit B.**

B. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§8** and **Exhibit B.**

C. Exhibits and Other Attachments

The following are attached hereto and incorporated by reference herein:

i. Exhibit A (Applicable Federal Laws)
ii. Exhibit B (Statement of Work - Reporting and Administrative Requirements - Budget)
iii. Exhibit C (Federal Funding Accountability and Transparency Act of 2006 – FFATA)
iv. Exhibit D (Executive Order D 2014-12)
v. Exhibit E (Record of Environmental Consideration)
vi. Exhibit F (Environmental Closeout Procedures)
vii. Exhibit G (Environmental Closeout Declaration)
viii. Form 1 (Grant Change Letter)

D. Federal Funds
"Federal Funds" means the funds provided by the Federal Emergency Management Agency (FEMA) to fund performance of the Work, which may be used to reimburse Pre-award Costs, if authorized in this Grant.

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

F. Grant
"Grant" means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference, 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. Matching Funds
"Matching Funds" means funds provided by the Grantee for performance of the Work, which may be either cash or in-kind funds, as permitted and specified in **Exhibit B**. Matching Funds cannot include any Federal Funds.

I. Party or Parties
"Party" means the State or Grantee and "Parties" means both the State and Grantee.

J. Pre-award Costs
"Pre-award Costs," when applicable, means the costs incurred or performance of Work by Grantee or Sub-grantees 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 identified in the Statement of Work, attached hereto as **Exhibit B.**

K. Program
"Program" means the FEMA DR-4145-CO Hazard Mitigation Grant Program (HMGP) and State Executive Order D 2014-12 (Rescinding and Replacing Funding Provisions of Prior Executive Orders Concerning the Historic Flooding of September 2013) which provides funding for this Grant.

L. Project
"Project" means the total work to be performed as described in **Exhibit B.**

M. 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.**

N. Services
"Services" means the required services to be performed by Grantee pursuant to this Grant.

O. Sub-grantee
"Sub-grantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

P. 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.

Q. 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 and EARLY TERMINATION

A. Initial Term
Unless otherwise permitted in §2 above, the Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **March 31, 2018** ,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**. 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, except as expressly permitted in 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 Sub-grantees shall be considered Grantee's or Sub-grantees' 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, using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **$214,051.88** , as determined by the State from available funds. 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 advance 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 or reimbursement requests (referred to as "invoices" herein) to the State in the form and manner set forth and approved by the State. If permitted by the federal Program, the State may pay certain eligible, Pre-award Costs incurred within the applicable federal grant period from Federal Funds or Matching Funds.

ii. Interest

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

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 or Matching 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, Federal Funds or Matching Funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may terminate this Grant in whole or in part 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 party other than the State.

v. Retroactive Payments

The State shall pay Pre-award Costs only if (1) the Federal Emergency Management Agency (FEMA) Notice of Award allows reimbursement for Pre-award Costs by a Grantee or Subgrantee from Federal Funds or Matching Funds, or (2) the Pre-award Costs have been specifically detailed in Grantee's grant application, authorized by FEMA and the State and incorporated in the Budget for the Work described in **Exhibit B.** Any such retroactive payments shall comply with State Fiscal Rules and Grantee and any Subgrantees shall have complied with all federal laws, rules and regulations applicable to the Work before the State shall make such payments. Grantee shall initiate any retroactive payment request by submitting invoices to the State that set out Grantee's compliance with the provisions of this Grant.

C. Use of Funds

Grant Funds shall be used only for eligible costs so identified in the Budget. Grantee may request budget modifications by submitting a written Grant Change Request to the State. In response to such requests, the State may, in its sole discretion, agree to modify, adjust, and revise the Budget , delivery dates, and the goals and objectives for the Work, and make such other modifications that do not change the total amount of the Budget.

D. Matching Funds

If applicable, Grantee shall provide Matching Funds as provided in **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

Grantee shall submit a report to the State 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. Grantee shall comply with all reporting requirements 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 the Department of Public Safety.

C. 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.

D. Subgrants

Copies of any and all subgrants 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 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 three years after the date the underlying. Grant to the State is completed, terminated or **(ii)** final payment is made hereunder, whichever is later, or **(iii)** for such further period as may be necessary to resolve any pending matters, or **(iv)** 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 (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government 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 as set forth in **§9(A)**, 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 inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, 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

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

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, Sub-grantees, 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, Sub-grantees, 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 Sub-grantees 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 grant with sub-grantees that are public entities,

providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee'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 sub-grantees that are not "public entities".

B. Grantees and Sub-Grantees
Grantee shall require each Grant with Sub-grantees, 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. **Worker's Compensation**
Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee 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 Grantual 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. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

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. **Additional Insured**
Grantee and the State shall be named as additional insured 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 and Sub-grantees 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 Sub-grantees 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.

C. Certificates
Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee 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 or any sub-grant, Grantee and each Sub-grantee 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, the State shall have all of 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). 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 sub-grants/contracts 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 sub-grants/contracts. 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. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

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. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

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. 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 Sub-grantees 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 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:

Ezzie Michaels, Grants Administration Program Manager
Department of Public Safety, Division of Homeland Security and Emergency Management
9195 E. Mineral Ave., Ste. 200
Centennial, CO 80112
ezzie.michaels@state.co.us

B. Grantee:

Bentley Henderson
Archuleta County Administrator
P.O. Box 1507
Pagosa Springs, CO 81147
bhenderson@archuletacounty.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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 request. The State's 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 Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado and the Grantee, their respective departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act 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 $100,000 or greater, 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 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 Division of Homeland Security and Emergency Management, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. 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. 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 sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§20(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 affect 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, Sub-grantees, 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 Colorado Governmental Immunity Act, CRS §24-10-101 et seq., 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. List of Selected Applicable Laws

Grantee at all times during the performance of this Grant shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including

without limitation those set forth on **Exhibit A**, Applicable Laws, attached hereto, which laws and regulations are incorporated herein and made part hereof. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS.

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.

iii. Grant Change Letter

The State may increase or decrease Grant Funds available under this Grant using a Grant Change Letter substantially equivalent to attached **Form 1.** The provisions of the Grant Change Letter shall become part of and be incorporated into this Grant agreement. The Grant Change Letter is not valid until it has been approved by the State Controller or designee.

J. Order of Precedence

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Exhibit C (Federal Funding Accountability and Transparancy Act)
ii. Colorado Special Provisions
iii. The provisions of the main body of this Grant
iv. Exhibit A (Applicable Federal Laws) Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the Stafford Act), Title 42, U.S. Code (U.S.C.) 5170c
v. Exhibit B (Statement of Work)
vi. Exhibit D (Executive Order D 2014-12)
vii. Exhibit E (Record of Environmental Consideration)

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

21. COLORADO SPECIAL PROVISIONS

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 contact or incorporated herein by reference shall be null and void.

H. 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.

I. 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.

J. 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.

K. 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 Grant 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 Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant 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 Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Sub-grantee does not stop employing or Granting 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.

L. 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.

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.**

GRANTEE **ARCHULETA COUNTY** By: _____ Title: _____ _____ *Signature Date: _____	**STATE OF COLORADO** **John Hickenlooper, GOVERNOR** Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director _____ By: Kevin R. Klein, Director Date: _____
2nd Grantee Signature if Needed By: _____ Title: _____ _____ *Signature Date: _____	**LEGAL REVIEW** Cynthia H. Coffman, Attorney General By: _____ Signature – Attorney General Date: _____

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Public Safety, Cindy Fredriksen, Procurement Director

Date: _____

EXHIBIT A - APPLICABLE FEDERAL LAWS AND STATE GRANT GUIDANCE

The following are incorporated into this contract without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
3. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
10. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended
11. The applicable of the following:
    - 11.1. Cost Principals for State, Local and Indian Tribal Governments, 2 C.F.R. 225, (OMB Circular A-87);
    - 11.2. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
    - 11.3. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122), and
    - 11.4. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133); and/or the Colorado Local Government Audit Law, 29-1-601, et seq, C.R.S., and State implementing rules and regulations.
    - 11.5. Immigration Status -Cooperation with Federal Officials, CRS 29-29-101, et seq.
    - 11.6. Davis-Bacon Act, 40 U.S.C. SS 276a to 276a-7.
    - 11.7. Copeland Act, 40 U.S.C. S 276c and 18 U.S.C. SS 874.
    - 11.8. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333, regarding labor standards for federally assisted construction sub-awards.
    - 11.9. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et. seq., related to protecting components or potential components of the national wild and scenic rivers system.
    - 11.10. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et. seq.
    - 11.11. Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5121 et seq., as amended.
    - 11.12. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et. seq.
    - 11.13. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 104.
    - 11.14. Department of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, Public Law 99-145, 50 U.S.C. 1521.
    - 11.15. USA PATRIOT Act of 2001, (Pub. L. 107–56).
    - 11.16. Digital Television Transition and Public Safety Act of 2005, (Pub L. 109-171)
12. Federal Emergency Management Agency, Department of Homeland Security Regulations: All Applicable Portions of 44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
    - 12.1 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
    - 12.2 Governmentwide Debarment and Suspension (Nonprocurement) and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
    - 12.3 New Restrictions on Lobbying, 44 C.F.R. 18.
13. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted thereunder (44 C.F.R. 6).
14. Prohibition against use of Federal Funds for Lobbying, 31 U.S.C. 1352
15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et. Seq., or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212.
17. Buy American Act, 41 U.S.C. 10a et seq.
18. Relevant Federal and State Grant Program Guidance

EXHIBIT B - STATEMENT OF WORK-REPORTING & ADMINISTRATIVE REQUIREMENTS-BUDGET

1. **GENERAL DESCRIPTION OF THE PROJECT(S).**

   1.1. **Project Description:** Archuleta County will use this funds to perform wildfire mitigation work for low income residents. The proposed work area encompasses 10,000 acres of private lands in a high wildfire risk area. The project is open to low income residents in the Stollsteimer Creek Watershed, which includes Aspen Springs and part of the Pagosa Lakes subdivisions. Mitigation will mostly be hand work. In areas with significant amounts of Gambel oak, it will be more cost effective to contract out the mitigation to companies with mastication equipment. In some cases, slash will be chipped and broadcast on site. These methods have been successfully used to control oak and remove ladder fuels. A county mitigation crew, composed of seasonal firefighters from the Office of Emergency Managemetn, will carry out the work. OEM will pay for 2 crew members, 20 hours/wk, for 15 weeks. Another 3 crew members will be work 40 hrs./wk. for 15 weeks per season, from May through September. FireWise will train the crew in Defensible Space guidelines as outlined by CSFS. The crew will mitigate an estimated 50 acres per season by hand and about 10 acres masticated annually. Maintenance would be performed annually by the mitigation crew on worksites for the life of the project. Defensible space work in the vegetative systems present usually does not need major work for 5 to 7 years afterward, so maintenance should be minimal over the course of the project. Throughout the project, planned outreach efforts will greatly increase public awareness and participation is expected to be high.

   1.2. **Project Expenses.** Project expenses include those costs identified and approved in the application and budget. Documented pre-award costs related to the development of the grant application and property assessment as noted in the Grantees Notice of Interest and approved budget may also be used to meet local match requirements or reimbursed.

   1.3. **Non-Federal Match:** This Grant requires a non-federal match contribution of 25% of the total Grant budget. The non-Federal match is equally shared by the State (12.5%) and the Grantee (12.5%). Documentation of Grantee expenditures for the non-federal match contribution is required with each reimbursement request. The match may include in-kind match. If applicable, CDBG-DR funds may be used to cover all or part of the local match requirement, but must be documented as noted in Section 1.3 of this exhibit. State Contribution: The State's 12.5% share is provided as authorized by Executive Order D 2014-12 and its subsequent amendments. NOTE: The state funds are provided from state General Funds. The Grantee is advised to seek counsel on the receipt and expenditure of these funds under TABOR, and apportioning the funds in Grantee's current budget as necessary.

2. **DELIVERABLES:**

   2.1. Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this **Exhibit B** may result in loss of project funding. Copies of relevant documentation (i.e. invoices, quarterly reports, requests for reimbursement all must be submitted to the Grantor in accordance with this grant agreement.

3. **REPORTING REQUIREMENTS:**

   3.1. **Quarterly Financial Status and Progress Reports.** The project(s) approved in this Grant are to be completed on or before the termination date stated in §5 of the Grant Agreement. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the procedures and forms provided by the Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the "report period" reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)

Report Period	Due Date
October – December	January 20
January –March	April 20
April – June	July 20
July – September	October 20

3.2. Final Reports: Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports are not due after the Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

4. TESTING AND ACCEPTANCE CRITERIA:

The Division of Homeland Security and Emergency Management shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The Division of Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1. Payment Schedule: Grantee shall submit requests for reimbursement using the Division of Homeland Security and Emergency Management's provided form at least quarterly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Exhibit. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, the Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

5.2. Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

5.3. Remittance Address. If mailed, payments shall be sent to the representative identified in **§16** of the Grant:

Bentley Henderson
Archuleta County Administrator
PO Box 1507
Pagosa Springs, CO 81147

6. ADMINISTRATIVE REQUIREMENTS:

Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

6.1. Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

6.1.1. Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding $5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number

may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of $5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

6.1.2. **Services**. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

6.2. Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

6.2.1. Any sole source transaction in excess of $100,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.

6.2.2. Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

6.2.3. Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on http://www.sam.gov.

6.2.4. When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subrantees shall use the phrase -"This project was supported by grant MG4145082223, issued by the Division of Homeland Security and Emergency Management."

6.2.5. Grantee shall verify that all purchases are listed in **§1 or §7** of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period on the Responder Knowledge Base (RKB), at https://www.fema.gov/media-library/assets/documents/101566. Additionally, funds used to support emergency communications activities should comply with the FY 2012 SAFECOM Guidance for Emergency Communication Grants, at http://www.safecomprogram.gov

6.2.6. Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of $5,000 or more, are assigned without the prior written consent of the Division of Homeland Security and Emergency Management.

6.2.7. Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee's own funds.

6.3. Additional Administrative Requirements:

6.3.1. The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Division of Homeland Security and Emergency Management.

7. BUDGET:

Project Category	Federal Share (75%)	State Share (12.5%)	Local Share (12.5%)	Total Budget (100%)
Costs Approved				
Management cost	$9,000.00	$1,500.00	$1,500.00	$12,000.00
Personnel	$117,405.00	$19,567.50	$19,567.50	$156,540.00
Contract Work	$16,875.00	$2,812.50	$2,812.50	$22,500.00
Supplies	$14,400.00	$2,400.00	$2,400.00	$19,200.00
Outreach and advertising	$6,743.00	$1,123.85	$1,124.15	$8,991.00
Survey	$19,050.00	$3,175.00	$3,175.00	$25,400.00
Total Project Budget	**$183,473.00**	**$30,578.85**	**$30,579.15**	**$244,631.00**
Total Award Amount to Grantee (Federal + State)	**$214,051.85**			

EXHIBIT C - FFATA PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

   1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

   1.1.1. Grants;
   1.1.2. Contracts;
   1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
   1.1.4. Loans;
   1.1.5. Loan Guarantees;
   1.1.6. Subsidies;
   1.1.7. Insurance;
   1.1.8. Food commodities;
   1.1.9. Direct appropriations;
   1.1.10. Assessed and voluntary contributions; and
   1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

   Award ***does not*** include:

   1.1.12. Technical assistance, which provides services in lieu of money;
   1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
   1.1.14. Any award classified for security purposes; or
   1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

   1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

   1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and include grantees, subgrantees, Sub recipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

   1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

   1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

   1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
   1.5.2. A foreign public entity;
   1.5.3. A domestic or foreign non-profit organization;

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17. **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

   4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions applies to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

   7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

   7.1.1 Subrecipient DUNS Number;

   7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT)

account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in SAM.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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EXHIBIT D - EXECUTIVE ORDER D 2014-12

STATE OF COLORADO

OFFICE OF THE GOVERNOR
136 State Capitol
Denver, Colorado 80203
Phone (303) 866-2471
Fax (303) 866-2003

John W. Hickenlooper
Governor

D 2014-012

EXECUTIVE ORDER

Rescinding and Replacing Funding Provisions of Prior Executive Orders Concerning the Historic Flooding of September 2013

Pursuant to the authority vested in the Governor of the State of Colorado and, in particular, pursuant to relevant portions of C.R.S. § 28-3-104 and relevant portions of the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.*, I, John W. Hickenlooper, Governor of the State of Colorado, hereby issue this Executive Order rescinding and replacing funding provisions of prior executive orders concerning the historic flooding of September 2013.

I. Background and Purpose

The Governor is responsible for meeting the dangers to the state and people presented by disasters. C.R.S. § 24-33.5-704. The Colorado Disaster Emergency Act defines a disaster as "the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause . . . including but not limited to . . . flood." C.R.S. § 24-33.5-703(3).

Due to the historic flooding in September 2013, I issued nine executive orders to address the enormous challenges faced by the people of Colorado. As background, I issued Executive Order D 2013-026 on September 13, 2013, in the immediate aftermath of the flooding. This executive order declared a disaster emergency and ordered an initial transfer of $6,000,000 from the Controlled Maintenance Trust Fund into the Disaster Emergency Fund. In assessing the magnitude of the flooding, our office quickly realized that this initial transfer was not sufficient to address the critical need. Therefore, on September 19, 2013, I issued Executive Order D 2013-027, which transferred an additional $20,000,000 (for a total of $26,000,000) into the Disaster Emergency Fund from the Controlled Maintenance Trust Fund.

As flood recovery efforts continued throughout September, I again found that the funds in the Disaster Emergency Fund were insufficient to pay for the flood response and recovery. On September 26, 2013, I issued Executive Order D 2013-028, which supplemented the previous transfers into the Disaster Emergency Fund with an extra $65,500,000. As explained therein, I ordered the transfer of the following amounts into the Disaster Emergency Fund: 1) $15,500,000 from the Controlled Maintenance Trust Fund; and 2) $50,000,000 from the General Fund appropriation in Fiscal Year 2013-14 to the Department of Health Care Policy and Financing Medical Services Premiums line item. Subsequently, I reduced the amount transferred from the Controlled Maintenance Trust Fund from $15,500,000 to $12,950,000 (see Executive Order D 2013-031). The reason for this change was that sufficient funds remained in the Disaster Emergency Fund to encumber $65,500,000 for flood-related expenses without such a large transfer from the Controlled Maintenance Trust Fund.

In sum, I have ordered the transfer of $91,500,000 into the Disaster Emergency Fund for response and recovery efforts. The General Assembly reconvened in January 2014. Recognizing the extraordinary need for additional funding beyond what had already been ordered, it passed House Bill 14-1245 (titled "Supplemental Appropriation to the Department of Public Safety"). This bill appropriated $70,000,000 from the General Fund into the Disaster Emergency Fund. The intent of the bill was to place enough funds in the Disaster Emergency Fund so that the Department of Health Care Policy and Financing could recover the $50,000,000 that was used in the immediate aftermath of the floods. Further, the bill appropriated $20,000,000 beyond what had been transferred to the Disaster Emergency Fund through prior executive orders, bringing the total amount for flood response and recovery to $111,500,000. I signed HB 14-1245 into law on February 27, 2014.

This Executive Order clarifies the financing of the Disaster Emergency Fund and sets aside additional funds for response and recovery efforts in the wake of the September 2013 floods.

II. Declaration and Directive

Paragraph II(C) of Executive Orders D 2013-026 and D 2013-027 and Paragraph II(B) of Executive Orders D 2013-028, D 2013-031, D 2013-033, and D 2014-001 are hereby rescinded and replaced to read as follows:

Pursuant to C.R.S. § 24-33.5-706(4) the funds in the Disaster Emergency Fund are found to be insufficient to pay for the flood response and recovery. Therefore, it is ordered that $38,950,000 be transferred into the Disaster Emergency Fund from the Controlled Maintenance Trust Fund established in C.R.S. § 24-75-302.5. It is further ordered that $111,500,000 from the Disaster Emergency Fund is encumbered to pay for the flood response and recovery. The Director of the Office of Emergency Management is hereby authorized and directed to allocate the funding to the appropriate government agencies and non-profit organizations and execute awards, purchase orders, or other mechanisms to effect the allocation of the funds. The Director of the Office of Emergency Management is also authorized to allocate up to $20,000,000 to be used as short-term, no interest advances in order to provide any political subdivision of the state with short-term capital needed for flood response and recovery. These funds shall remain available for this purpose for thirty-six months from December 9, 2013, and any unexpended funds shall remain in the Disaster Emergency Fund.

GIVEN under my hand and the Executive Seal of the State of Colorado this twentieth day of June, 2014.

John W. Hickenlooper
Governor

EXHIBIT E - RECORD OF ENVIRONMENTAL CONSIDERATION

03/24/2016
9:58 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Environmental Report

HMGP-EV-01

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Grantee
4145	65-R	0	51	CO	Statewide

Subgrantee: Archuleta (County)
FIPS Code: 007-99007 Project Title : Wildfire-Archuleta County Low Income Mitigation Program

FEMA Laws/EOs

Laws/EOs	Status
Coastal Barriers Resources Act (CBRA)	Not Applicable
Clean Water Act (CWA)	Completed

Comment: Project would have no impact on wetlands or Waters of the US and no permit is required.-DJONES58-03/21/2016 16:30 GMT

Coastal Zone Management Act (CZMA)	Not Applicable
Endangered Species Act (ESA)	Completed

Comment: During an initial review of this project, the Service determined that based on the project description and location, the Mexican spotted owl, Southwestern willow flycatcher, Yellow-Billed Cuckoo, Colorado pikeminnow, Razorback sucker, Canada lynx, New Mexico meadow jumping mouse and its critical habitat, Knowlton's cactus, Pagosa skyrocket and its critical habitat, and the Uncompahgre fritillary butterfly could potentially be affected.

FEMA currently has in place a Programmatic ESA Consultation Agreement for the Preble's meadow jumping mouse. Habitat requirements for the New Mexico meadow jumping mouse are similar to that of the Preble¿s meadow jumping mouse. Based on this, FEMA is applying the Programmatic ESA Consultation Agreement to the New Mexico meadow jumping mouse. The scope of work described in this project substantially conforms to the intent of the programmatic consultation agreement and is similar to project types described in the programmatic agreement. Therefore, FEMA has determined the work described in the project may affect, but is not likely to adversely affect the New Mexico meadow jumping mouse, based on implementation of all appropriate conservation measures intended to avoid or minimize adverse impacts to the Preble¿s meadow jumping mouse as outlined in the Programmatic ESA Consultation Agreement. The Conservation Measures are included in Attachment A of the project award package. The New Mexico meadow jumping mouse has proposed critical habitat in Archuleta County. However, no proposed critical habitat is located within any of the project areas. Therefore, it is not anticipated that the proposed project will adversely modify New Mexico meadow jumping mouse proposed critical habitat.

For the species in which FEMA could not apply the Programmatic ESA Consultation Agreement, FEMA made a determination that the proposed project may affect, not likely to adversely affect the Mexican spotted owl, Southwestern willow flycatcher, Yellow-Billed Cuckoo, Colorado pikeminnow, Razorback sucker, Canada lynx, and the Knowlton's cactus. FEMA has made a determination that the proposed project will have ¿no effect¿ on the Uncompahgre fritillary butterfly.

FEMA has determined that the proposed project may affect, not likely to adversely affect the Pagosa skyrocket based on Archuleta County¿s commitment to comply with the stipulations outlined in the project conditions section of this review prior to project implementation. Based on communication with USFWS, the Service will not require an undisturbed buffer area to reach a ¿not likely to adversely affect¿ determination around occupied habitat, because the nature of the project is intended to thin/remove vegetation. The Lake Hatcher Park/Pagosa Highlands and Twin Creek Village mitigation parcels do not contain critical habitat, therefore, FEMA has determined that mitigation in these parcels will have no effect on designed critical habitat. A small portion of the Aspen Springs mitigation parcel does contain critical habitat. FEMA must review the specific structures identified within the Aspen Springs parcel once they are selected as impacts to the critical habitat unit must be addressed. If a structure selected for defensible space mitigation is located within designated critical habitat, FEMA will address potential impacts to critical habitat in coordination with USFWS at that time.

See project conditions for all ESA related stipulations.

-DJONES58-03/21/2016 17:20 GMT

Fish and Wildlife Coordination Act (FWCA)	Completed
National Historic Preservation Act (NHPA)	Completed

Comment: The scope of work has been reviewed and meets the criteria of the September, 24, 2014 signed Programmatic Agreement agreed to by FEMA and the CO SHPO, Appendix B: Programmatic Allowances. The project fits into First Tier Categories Ground Disturbing Activities and Site Modification, 1A-C and 1E. See project conditions.-DJONES58-03/21/2016 17:26 GMT

03/24/2016
9:58 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Environmental Report

HMGP-EV-01

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Grantee
4145	65-R	0	51	CO	Statewide

Subgrantee: Archuleta (County)
FIPS Code: 007-99007 Project Title : Wildfire-Archuleta County Low Income Mitigation Program

FEMA Laws/EOs

Laws/EOs	Status
Clean Air Act (CAA)	Completed
Migratory Birds Treaty Act (MBTA)	Completed
Comment: See project conditions.-DJONES58-03/21/2016 17:33 GMT	
E.O. 11988: Floodplains	Completed
Comment: Project has no potential to impact the floodplain function or resources. No further floodplain review is required under the 8-step process.-DJONES58-03/21/2016 17:33 GMT	
E.O. 11990: Wetlands	Completed
Comment: Construction activities will not result in permanent adverse impacts to wetlands.-DJONES58-03/21/2016 17:33 GMT	
E.O. 12898: Environmental Justice for Low Income and Minority Populations	Completed

Required Conditions Resulting from Environmental Review

Law	Entered By	Monitoring Required	Monitoring Completed Date	By
ESA	Daniel N. Jones	☐	00/00/0000	

Conditions Required (4000) The County must comply with the following project stipulations related to minimizing impacts to the Pagosa skyrocket and its critical habitat:

1. A small portion of the Aspen Springs mitigation parcel contains critical habitat for the Pagosa skyrocket. Prior to project implementation within the Aspen Springs parcel, FEMA must review the specific structures identified for impacts to critical habitat. If a structure selected for defensible space mitigation is located within designated critical habitat, FEMA will address potential impacts to critical habitat in coordination with USFWS at that time.

2. The County must employ a qualified Botanist prior to project implementation each work season to complete surveys for suitable habitat/plants in areas that will be mitigated that year. FEMA requests a pre-construction briefing with the contracted Botanist prior to initiation of the survey. Please contact Daniel Jones, FEMA Environmental Specialist, at daniel.jones5@fema.dhs.gov regarding this requirement.

3. Each work season, the County must submit the survey results to FEMA and USFWS for review prior to project initiation.

4. If plants are found in any of the defensible space zones where mitigation will occur around a structure, the plants must be clearly flagged and marked. No disturbance can occur within the identified patch of plants.

FEMA NEPA Process

FEMA Status

Environmental Assessment - Completed

Draft EA Date: 01/22/2014

Final EA Date: 05/05/2014

Final Public Notice Publication Date: 04/06/2014 (Initiating Public Comment of EA)

Finding of No Significant Impact (FONSI): 05/16/2014

03/24/2016
9:58 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-EV-01

Environmental Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Grantee
4145	65 - R	0	51	CO	Statewide

Subgrantee: Archuleta (County)
FIPS Code: 007-99007

Project Title : Wildfire-Archuleta County Low Income Mitigation Program

Entered By	Monitoring Required	Monitoring Completed Date	By
Daniel N. Jones	☐	00/00/0000	

Conditions Required (4000)

1. The project sponsor must obtain and comply with all applicable permit and approvals required by federal, state, tribal and local regulatory agencies.

2. An SOI-qualified Archaeologist will conduct a pre-construction briefing and training session with contracted vegetation removal staff and Boulder County on identification of archaeological sites and appropriate response if historic sites are inadvertently encountered. All activities relating to cultural resources will be monitored by staff throughout the project period. Please contact Charles Bello, FEMA Archaeologist, at Charles.Bello@fema.dhs.gov regarding this requirement.

3. If unidentified archeological, historic, or cultural resources are discovered during project implementation activities, work shall be halted near such areas until FEMA is notified and the resources have been evaluated.

4. All project activities should be conducted in accordance with the guidlines included in the CSFS Forestry Best Management Practices to Protect Water Quality in Colorado publication to the greatest extent possible. The publication is available online at: http://static.colostate.edu/client-files/csfs/pdfs/ForestryBMP-CO-2010.pdf.

5. To minimize impacts to listed threatened and endangered, all identified perennial streams and wetlands should have a minimum of a 50 ft. vegetative buffer/filter in place.

6. The sub-applicant is responsible for implementing the USFWS Conservation Measures included in Attachment A of the project award package.

7. For projects in which soil erosion potential is determined to be significant, a project erosion control plan, including the use of Best Management Practices, will be implemented to isolate the construction site and minimize impacts of soil loss and sedimentation on soil and water resources.

8. To avoid impacts to migratory birds and raptors, trees must be surveyed for nesting activity prior to felling activities in compliance with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. Contact the USFWS Colorado Ecological Services Field Office for guidance if surveys identify birds or nests that may be affected by project activities. If active nests are observed in the project area, the guidelines outlined in Colorado Parks and Wildlifes Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptor publication must be implemented. The guidelines are available online at: https://cpw.state.co.us/Documents/WildlifeSpecies/LivingWithWildlife/RaptorBufferGuidelines2008.pdf.

9. To avoid unnecessary ground disturbance, all project activities would be conducted during time periods when the ground is frozen or dry.

10. All disturbed areas including skid trails, landings, staging areas, etc. would be restored using native, weed-free seed, mulch, etc.

11. Standard BMP for equipment maintenance, noise and dust abatement, worker protection, fire safety, etc. must be implemented during project activities.

12. All waste material associated with the project must be disposed of properly and not placed in identified floodway or wetland areas. No open burning will occur.

Standard Conditions

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Comment:

The project will conduct defensible space work on approximately 150 properties. The draft Wildfire PEA was available for public review and comment for 15 days. No substantive comments were received and the draft became final. Please find the prescribed mitigation measures and stipulations illustrated in the NEPA conditions.-DJONES58-03/21/2016 17:36 GMT

EXHIBIT F - ENVIRONMENTAL CLOSEOUT PROCEDURES

Because the environmental laws fall within FEMA's area of responsibility, verification that the requirements of the environmental documents were met must be provided at the time of grant closeout. The applicant or applicant's agent must certify the conditions stated in the Catex or Fonsi document were met, attach all copies of permits and other required documentation, and submit to FEMA with the closeout packet.

Examples of conditions of environmental documents (not all inclusive):

1. Stormwater permits (EPA's NPDES; Section 401 of the Clean Water Act)
2. Dike permit
3. Army Corps of Engineers Section 10 or 404 permits
4. Floodplain development permit
5. Local permits for debris removal; abandonment of private wells, asbestos, etc.
6. Documentation that agency recommendations such as Best Management Practices (mitigation) were followed
7. Documentation that applicant received coordinated approvals from agencies on final design or plan where requested

This process begins at the time of grant award by the State. The applicant will have already received a copy of the environmental documentation from FEMA staff outlining the conditions to be met. The State should further emphasize the applicant's responsibilities. The quarterly 404 Report must reflect the progress being made on environmental conditions.

The applicant must sign FEMA's Environmental Closeout Declaration and attach a statement or explanation of what action was taken to address each condition or explain why an action was not required. Copies of all permits must be attached.

Funding will be jeopardized if environmental conditions are not followed and required permits are not obtained.

EXHIBIT G - ENVIRONMENTAL CLOSEOUT DECLARATION

This form must be signed after project completion and submitted as part of the grant closeout documentation. Also, please provide comments to each of the stipulations explaining how the requirements were met.

I attest that all conditions listed in the approved project's environmental document were followed and the appropriate permits and documentation are attached.

_____

Project Title

_____ _____

Name of Applicant or Applicant's Agent (Print) Title

_____ _____

Signature of Applicant or Applicant's Agent Date

FORM 1 – GRANT CHANGE LETTER

GRANT CHANGE LETTER
NUMBER "SAMPLE ONLY"

To The

AGREEMENT

Between the

STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

And

INSERT GRANTEE'S FULL LEGAL NAME (CAPITALIZED)

Date:	Original Contract #:	Original Contract CMS #	CMS Routing #

In accordance with Section of the Original Grant Agreement between the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland security and Emergency Management, and Contractor's Name beginning Insert start date and ending on Insert ending date, the provisions of the Contract and any amendments thereto affected by this Grant Award Letter are modified as follows:

Project Description. Grantee shall perform the activities listed in Grantee's Application dated , which is incorporated by reference herein in accordance with the provisions of the Original Contract.

Budget

Price/Cost. The maximum amount payable by the State for performance of this Award Letter is $ and the maximum amount of Matching funds, if applicable, is $. The total amount of Homeland Security and Emergency Management activities is $.

Performance Period. Grantee shall complete its obligations under this Award Letter on or before .

Effective Date. The effective date hereof is upon approval of the State Controller or , whichever is later.

Additional Requirements. None

STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF PUBLIC SAFETY Division of Homeland Security and Emergency Management By:_____ Kevin Klein, Director Date: _____	**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.**

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____"SAMPLE ONLY"_____
Department of Public Safety

Date:_____

EFT DIRECT DEPOSIT AUTHORIZATION FORM

COLORADO
Office of the State Controller
Department of Personnel & Administration

SECTION I – DEPOSITOR STATE AGENCY INFORMATION

RETURN THIS FORM TO:

STATE DEPARTMENT:_____

MAILING ADDRESS:_____

CITY, STATE, ZIP: _____

DEPARTMENT CONTACT: _____ EMAIL:_____PHONE:_____

SECTION II – PAYEE (RECEIVOR) INFORMATION

VENDOR NAME _____

D/B/A _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____ EMAIL _____

SECTION III – FINANCIAL INSTITUTION AND ACCOUNT INFORMATION

ATTACH A SCANNED COPY OF A VOIDED CHECK (TEMPORARY CHECKS AND DEPOSITS SLIPS WILL NOT BE ACCEPTED) OR A BANK LETTER. BANK LETTER MUST INCLUDE ALL INFORMATION REQUESTS IN SECTION III.

DEPOSITORY INSTITUTION NAME _____

BRANCH LOCATION (street,city,state,zip) _____

TRANSIT ABA NUMBER (9 digit routing number)

ACCOUNT # _____ ◯ CHECKING ACCOUNT ◯ SAVINGS ACCOUNT

PAYEE SOCIAL SECURITY NUMBER ON BANK ACCOUNT
OR
PAYEE EMPLOYER IDENTIFICATION ON BANK ACCOUNT

FOR FURTHER CREDIT TO ACCOUNT _____

SECTION IV – AUTHORIZATION FOR DIRECT DEPOSIT SETUP, CHANGE, OR CANCELLATION

◯ **SET UP** ◯ **CHANGE** ◯ **CANCEL**

I (we) certify I have the authority to execute this authorization. **I (we) herby authorize** the depositor named at the top of this form to initiate, change or cancel EFT credit entries (deposits), and if necessary to reverse any incorrect EFT payments made in error to the bank account indicated above. In the event a "reversal" can not be implemented, I (we) understand the state will utilize any other lawful means to recover the deposited funds to which the payee was not entitled. I (we) and the depositor agree to be bound by National Automated Clearing House Association (NACHA) Rules.
This authorization is to remain in full force until the State Depositor Agency named above has received written notification from me of termination in such time as to afford a reasonable opportunity to act on it.

PRINTED NAME _____ TITLE _____

Signature _____ Date _____

COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

The FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) requires the Division of Homeland Security and Emergency Management (DHSEM) to collect the following information for each **HMGP** sub-award of $25,000.00 or more. This information is required by the Office of Management and Budget (OMB) and must be submitted by DHSEM into the SUB-AWARD REPORTING SYSTEM (FSRS).

Unless otherwise indicated, all fields must be completed in order to be an eligible sub-grant recipient.

Information Field	Field Description	Response
Agency or Jurisdiction DUNS #	DUNS number assigned to your jurisdiction or specifically to your agency	
Parent Organization DUNS number, if applicable	If the Jurisdiction has a DUNS number and the Agency has one as well, insert the Jurisdiction's DUNS here.	
Name of Entity Receiving Award	Jurisdiction or Agency Name to which the DUNS number is assigned	
Location of Entity Receiving Award	Full Street Address of the Recipient Agency	
Primary Location of Performance of the Award	Include City, State, Zip Code **(must provide 9 digits)** and Congressional District	

The Information below is required if **all** the following three conditions are met, otherwise enter "Not Required" in row 1:

1. In the preceding fiscal year, 80% or more of the entity annual gross revenues are from the Federal government; and
2. Those revenues are greater than $25M annually; and
3. Compensation information is not already available through reporting to the IRS or SEC

Names and Total Compensation of the Five (5) most highly compensated officers
1.
2.
3.
4.
5.

Signature: _____ Date: _____

Agency's Authorized Representative (usually the Grant Administrator or Program Manager or Coordinator)

By signing above, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.

+

Designated Agent's
Delegation of Project Management Duties

Instructions: Please use this form to designate authority of grant management duties.

Routine grants management is hereby delegated as noted to the following personnel:

_____
Name

_____
Title

_____
Email

- ☐ Request for Reimbursement
- ☐ Quarterly Financial Status Reports
- ☐ Quarterly Project Performance Reports
- ☐ Monitoring Documents
- ☐ Certified Payroll
- ☐ Record of Environmental Compliance
- ☐ Other _____

Signature of
Authorized Individual _____ Date _____

_____
Name

_____
Title

_____
Email

- ☐ Request for Reimbursement
- ☐ Quarterly Financial Status Reports
- ☐ Quarterly Project Performance Reports
- ☐ Monitoring Documents
- ☐ Certified Payroll
- ☐ Record of Environmental Compliance
- ☐ Other _____

Signature of
Authorized Individual _____ Date _____

The above authorization will commence on the date of this statement, as attested to below, and will apply for the duration of the following:

Organization _____
Project Name _____
Contract Number _____

Attested to by:

_____	_____	_____
Signature of Designated Agent	Title	Date of Commencement

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
4145	65-R	0	51	1	86	CO	Statewide

Subgrantee: Archuleta (County)
Subgrantee FIPS Code: 007-99007

Project Title : Wildfire-Archuleta County Low Income Mitigation Program

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$183,473	$183,473	$0	$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$183,473	$0	$0	$183,473	03/24/2016	Accept	2016

Comments

Date: 03/23/2016 User Id: RHANSEN2

Comment: Approval of eligible activities in the amount of $183,473 for project 65-R - Wildfire-Archuleta County Low Income Mitigation Program.

Authorization

Preparer Name: RICHARD HANSEN Preparation Date: 03/23/2016

HMO Authorization Name: DONNA RAKOCY HMO Authorization Date: 03/23/2016

RICHARD S HANSEN
Digitally signed by RICHARD S HANSEN
DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=RICHARD S HANSEN, 0.9.2342.19200300.100.1.1=0332413704.FEMA
Date: 2016.03.24 09:39:01 -06'00'

Authorizing Official Signature | Authorizing Official Title | Authorization Date

DONNA J RAKOCY
Digitally signed by DONNA J RAKOCY
DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=DONNA J RAKOCY, 0.9.2342.19200300.100.1.1=0454666397.FEMA
Date: 2016.03.24 10:06:49 -06'00'

Authorizing Official Signature | Authorizing Official Title | Authorization Date

Archuleta County Defensible Space

Stollsteimer Creek Low Income Mitigation Program
Scope of Work Ammendment
December 21, 2015

This ammendement will reflect added work and expenses that will be needed since the original scope of work area has been determined to be potential habitat for the Pagosa Skyrocket (*Ipomopsis polyantha).* A revised budget will accompany this amendment.

Surveys of each proposed work site will be conducted in the middle of June, when emergent skyrockets are most easily identified. (This time frame is weather dependent and can be modified for conditions.) If any skyrocket is found, the area will be marked and the crew chief will erect temporary fencing to protect the endangered species if any mitigation work is needed in the area. The US Fish and Wildlife Service will be contacted to ensure that protection measures are deemed adequate.

The addition of survey work to the project will require that all potential work sites are vetted and listed for surveys by the middle of May for each work year. In order to accomplish this, a concerted marketing effort will be needed beyond the original outreach proposition. Advertising on the two local radio stations and the weekly newspaper will need to be strong and frequent for the 2 month period between the middle of March and the middle of May since the acceptance of applications and skyrocket surveys cannot continue during the summer work months.

The actual mitigation work timeline will also need to be modified. Mitigator training will begin in early June and work can begin the last week of June and continue into the first week or two of October.
These changes will increase the 3 year project total to $244,632.00.

Project Total: $244,632.00

Federal Share: $183,474.00

Non-Federal Share:	State of Colorado:	$30,579.00
	Archuleta County:	$24,750.00
	FireWise SWCO:	$ 5,892.00
		$61,158.00

Bill Trimarco, 12-21-2015

Stollsteimer Creek Watershed Low Income Wildfire Mitigation Project

Scope of Work

The goal of this three year project is to perform wildfire mitigation work for low income residents who cannot afford to properly mitigate their properties. Low income residents live in various areas throughout the County. The highest concentration is in the subdivisions west of the town of Pagosa Springs, in particular, the multiple units of Aspen Springs subdivision and the Pagosa Lakes Homeowners Association (Twin Creek Village and Hatcher Lake area). This area is defined by the boundary of the Stollsteimer Creek Watershed. The entire watershed comprises 82,153 acres. 38,405 acres are private land. The proposed work area is across about 10,000 acres of the private lands. As can be seen on the attached maps, this is a high wildfire risk area. The majority of the County residents live there and it is also the home to the hospital, the water treatment facility, the offices of the Pagosa Area Water and Sanitation District, two fire stations, and the Pagosa Fire Protection District and EMS offices. The electrical power lines that run through the Aspen Springs subdivision are the only source of electrical power for the Pagosa Springs area including parts of Hinsdale and Mineral counties.

The vegetation type of this area is mostly ponderosa pine and Gambel oak. There is also a significant amount of juniper. Most of the ponderosa forest is second growth after extensive logging about 130 years ago. Since then, grazing and wildfire suppression have contributed to a significant deviation from the historic fire regime of fire occurrences every 5 to 7 years. Prior to intervention, local ponderosa forest had 25 to 60 trees per acre. Currently, many areas have in excess of 300 trees per acre. Many of the trees are stunted due to competition for water. There are too many trees per acre to support a resilient forest and the area is overdue for a significant wildfire. Flame length maps suggest a worst case scenario if high winds in their prevailing flow patterns are present during a wildfire in the target area. The entire watershed shares similar topography, characterized by heavily wooded hills and more level terrain. The steeper sections have slopes of 40% to 100%. Pine beetle infestations are not currently a significant issue in this area, but the forest is stressed due to the protracted drought cycle and beetle infestations have been reported in counties to the west.

The area in the watershed has been identified as high wildfire risk and threat by the Archuleta County CWPP in 2008, the Archuleta County Multi Hazard Mitigation Plan in 2012, and on current COWRAP risk maps of the Colorado State Forest Service. Aspen Springs, in the southern region of the watershed, is the second largest subdivision in the United States. Aspen Springs has no municipal water system or hydrants. The median home value in Archuleta County is $291,300. In the Aspen Springs subdivision the median home value is $86,475. The majority of the homes are on wooded lots serviced by dirt roads. In good weather, emergency response time to Aspen Springs Unit 6, is about one hour and can be considerably more under adverse conditions. Home construction varies widely and includes mobile and modular homes

and a number of trailers with outbuildings. There are no documented structures over 50 years old.

The majority of the homes in the northern region of the watershed are within the Pagosa Lakes subdivisions. There is one subdivision of mobile and modular homes. Outside of that, the majority are site built, mostly after the adoption of building codes in the mid 1980's. Roof types include composite shingle, metal and a few southwestern style flat roofs. Shake roofs have not been observed in the area. Most of this section is served by the municipal water system and has better roads than those further south.

This program would be open to all low income residents in the Stollsteimer Creek Watershed, which includes Aspen Springs and part of the Pagosa Lakes subdivision. All properties are within the Hazard plan and CWPP defined Wildland Urban Interface (WUI). Mitigation would mostly be hand work due to the size of the lots owned by the low income residents, which are usually about one acre. Chainsaws, polesaws and hand tools would be used extensively. Slash removed from the sites would be brought to the County slash chipping depot in order to remove as much fuel as possible from the area. Currently, chipping at the depot is funded by FireWise and there is no charge for dropping loads of slash. For lots of this size, an 8 yard dump trailer pulled by a 1 ton pickup would be very efficient. In areas with significant amounts of Gambel oak, it would be more cost effective to contract out the mitigation to companies with mastication equipment. In some cases, slash will be chipped and broadcast on site. These methods have been successfully used to control oak and remove ladder fuels.

The project would enable a county mitigation crew to carry out the work. Members of this crew would be from the seasonal firefighters under the Office of Emergency Management. OEM will pay for 2 crew members to mitigate for 20 hours/wk. For 15 weeks. An additional three would be working on mitigation 40 hrs./wk. for 15 weeks per season, running from May through September. It is assumed that about one month will not be available for work during that time due to seasonal rains. FireWise, with CSFS oversight, would train the crew in Defensible Space guidelines as outlined in the CSFS publications listed below. A part time crew chief/ administrator would handle the scheduling, oversight and reporting duties.

Mitigation work would be performed to the standards set for Zones 1, 2 and 3, by the Colorado State Forest Service. These guidelines are described in the publication Protecting Your Home From Wildfire, Quick Guide Series FIRE 2012-1.

It is anticipated that the crew would be able to mitigate 50 acres per season by hand and about ten acres would be masticated annually. This work would create defensible space for about 50 structures annually. Eligibility for the low income program would be based on the Region 9 Economic Development District guidelines for a livable wage, which is roughly equivalent to 80% of the median income, but is adjusted for family size. Using the median household size for Archuleta County from the 2010 Census (2.27), 114 people would be protected each year of the program. In total, 341 residents would be protected over the three year grant period.

It should be noted that the area to be protected is upwind of major population centers of the County. Protecting this area also adds a layer of protection to those living upwind of the defensible space projects. There are approximately 8000 residents in and in the areas adjacent to the project area.

It is estimated that the average cost per acre mitigated will be about $1200. Commercial contractors in the county usually bid about $2,300 for hand work in this area due to topograghy and the predominance of Gambel oak in the understory.

Maintenance would be performed annually by the mitigation crew on worksites for the life of the project. Defensible space work in the vegetative systems present usually does not need major work for 5 to 7 years afterward, so maintenance should be minimal over the course of the project.

Education and outreach efforts targeted at this project area have been and will continue to be led by FireWise of Southwest Colorado in collaboration with the Archuleta County Office of Emergency Management, Pagosa Fire Protection District, Stollsteimer Creek Watershed Group, San Juan Headwaters Forest Health Partnership, Colorado State Forest Service and Natural Resource Conservation Service. Approximately 5% of the 600 Aspen Spring lot owners have expressed the desire to participate in this program if it is implemented. Based on current outreach response, about 60 lot owners in the Pagosa Lakes subdivisions are also interested in participating. Upon implementation of this program, planned outreach efforts will greatly increase public awareness and participation is expected to be high.

Revised: 8-25-2014

Archuleta County Low Income Wildfire Mitigation Project, Year One

					3 yr. Sub
Crew	3@40hrs/wk for 15wks	1800 hrs	$13.75/hr	$24,750.00	$74,250.00
	2@20hrs/wk for 15wks	600 hrs	$13.75/hr	$8,250.00	$24,750.00
Crew chief	Training	40 hrs	$40/hr	$1,600.00	$4,800.00
	Scheduling, 10 hr/wk, 21 wk	210 hrs	$40/hr	$8,400.00	$25,200.00
	Mileage, 200 mi/wk, 20 wk	4000 mi	$0.555/mi	$2,250.00	$6,750.00
	Reporting, etc.			$3,563.00	$10,688.00
	Maintenance			$712.00	$2,138.00
Contract work	Mastication	10 acres	$1200/ acre	$12,000.00	$36,000.00
	Radio Advertising	2 months	$305/mo.	$610.00	$1,830.00
	Newspaper Advertising	2 months	$606/mo.	$1,212.00	$3,636.00
	Skyrocket survey, etc.			$8,467.00	$25,400.00
Subtotal					$215,442.00
Expenses	Mileage, 300 mi/wk	6000 mi	$0.555/mi	$3,330.00	$9,990.00
	Chipper Fuel, 50gal/wk	1000 gal	$4/gal	$4,000.00	$12,000.00
	Saw fuel/oil	$70/wk		$1,400.00	$4,200.00
	Saw blades & sharpening	$50/wk		$1,000.00	$3,000.00
					$29,190.00
Total-Year One				$81,544.00	
Year Two				$81,544.00	
Year Three				$81,544.00	
Three Year Total				$244,632.00	

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS (CLIN) # 16 IHIA 79894	Amendment CMS # 17 IHIA 88911

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between **Archuleta County Department of Human Services** (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Colorado Department of Human Services, Office of Early Childhood, (hereinafter called the "OEC").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment 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 Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract for/to provide comprehensive voluntary services for families' capacities in accordance and compliance with the Colorado Community Response program. This amendment will extend the contract term to June 30, 2017 and increase funds for services by $130,625 in FY17.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment. If applicable, such Special Provisions are attached hereto and incorporated by reference herein as **Exhibit N/A**.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Contract and all prior amendments (Original Contract CMS 16 IHIA 79894) thereto, if any, are modified as follows:

a. **Original Contract, Page 1**
   The "*Contract Price Not to Exceed* "of **$130,632** is increased by **$130,625** to a new "*Contract Price Not to Exceed*" Amount of **$261,257.**
   The Contract Price Not to Exceed section on Page 1 of the Contract is modified accordingly.
   The "*Maximum Amount Available Per Fiscal Year*" on page 1 of the Original Contract is hereby changed to read as follow: **FY16: $130,632; FY17: $130,625**
b. **Exhibit A – Amendment #1, which is attached and incorporated into this Amendment, is added to Exhibit A.**
   Added performance measures & Option Letter Provision
c. **Exhibit B – Amendment #1, which is attached and incorporated into this Amendment, is added to Exhibit B.**

7) START DATE

This Amendment shall take effect on the later of its Effective Date or July 1, 2016.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

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

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR **Archuleta County Department of Human Services** Michael Whiting Chair, Board of County Commissioners	**STATE OF COLORADO** **John W. Hickenlooper, Governor** Colorado Department of Human Services Reggie Bicha, Executive Director
_____ *Signature	_____ By: Mary Anne Snyder, Director, Office of Early Childhood
Date: _____	Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment 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: _____
Clint Woodruff/Valri Gimple

Date: _____

The Statement of Work (SOW) is a document which describes the scope of work required to complete a specific project. It is a formal document and must be agreed upon by all parties involved and ultimately becomes a part of the executed agreement (Contract, PO, etc.). In order to be effective, the SOW must contain an appropriate level of detail so all parties clearly understand what work is required, the duration of the work involved, what the deliverables are, and what is acceptable.

INTRODUCTION/BACKGROUND

Since July 1st 2015, La Plata Family Centers Coalition (LPFCC) in partnership with Archuleta County Department of Human Services (ACDHS) has provided comprehensive voluntary services for families reported to child protective services but screened out and/or closed after initial assessment. This partnership has increased enrolled families' protective capacities by promoting individual, family, and community strengths. The services provided address the link between poverty and child maltreatment by connecting enrolled families to vital economic and other support services.

SCOPE OF WORK

By partnering with families in the early stages of child maltreatment risk, a broader and richer child abuse prevention service continuum will be established for Colorado. Archuleta County Parent Connection shall provide intensive coordination of community based supports (case management, financial decision making, social capital opportunities, and flex funding) based on family identified goals primarily provided in families' own homes, or other locations convenient for the individual family.

PERIOD OF PERFORMANCE

July 1, 2016 to June 30, 2017

WORK PLAN

Work Plan	
OUTCOMES, BENCHMARKS, AND MILESTONES	
Outcome statement: By June 30, 2017 any child participating in a household that has completed CCR services will not be involved with a substantiated allegation of abuse or neglect for six months following the CCR case closure date.	**Benchmark:** By June 30, 2016, four CCR Leadership Team meetings will occur (one per quarter) to review and ensure all deliverables outlined within the contracted Statement of Work are on track for 100% completion. **Milestone:** By June 30, 2017, 80% of CCR participants (primary service recipient of family) will have identified and begun participation in an ongoing support system that is outside of direct CCR service provision. **Process Outcome Objective:** By June 30, 2017, the CCR Family Navigator/Parent Educator will provide services to 50 families in Archuleta County who are referred and accept services.

Key Activity A: Shall provide comprehensive voluntary services for a MINIMUM of 50 families with a screened out child welfare referral and/or referral closed after initial assessment during the 2016-2017 fiscal grant year.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
[Instructions: List & identify the Tasks required to meet the Key Activity of the project. Tasks are tied to a deliverable]	*[Instructions: Enter the Date each Task will be accomplished]*	*[Instructions: Should be tangible and demonstrate the progress or completion by Time Period.]*	*[Instructions: Items being measured to ensure the results are achieved. Identify and list what will be measured to determine the result has been achieved.]*	*[Instructions: List the position title of the person responsible for completing the Task.]*	*[Instructions: Note the Budget Category that aligns with each Task from the Budget]*
1.1 Referrals provided to program via secure method.	July 1, 2016 to June 30, 2017	Referrals delivered within 48 hours after the decision has been made to screen-out or close assessment.	Referrals will be made in SACWIS (Trails) and sent to an encrypted e-mail.	CCR LPFCC Family Navigator/Parent Educator (FN/PE) 2 CCR LPFCC Directors will have access to encrypted e-mail as well	Salaried Personnel Computer/IT

1.2 Referred families reviewed by CCR supervisor and assigned to CCR staff.	July 1, 2016 to June 30, 2017	CCR supervisor will assign referred families to CCR worker within 48 hours of receiving referral.	All referred families' information will be entered and assigned in CDHS approved database within 48 hours of receiving referral.	CCR LPFCC Deputy Director CCR LPFCC FN/PE	Salaried Personnel Computer/IT
1.3 Families will voluntarily enroll in the CCR program, demonstrated by completing CCR instrumentation tools.	July 1, 2016 to June 30, 2017	A minimum of **50** unduplicated families will enroll in CCR services.	80% of families who enroll in CCR services will complete pre and post CCR instrumentation tools.	CCR LPFCC FN/PE	Salaried Personnel
1.4 Select appropriate families to receive PAT services in addition to CCR program components.	July 1, 2016 to June 30, 2017	5 of the 50 CCR families will be provided with 8 foundational Parents as Teachers (PAT) home visits and offered long-term involvement in program.	The PAT Parent Milestones instrument will be administered to all participants as indicated by PAT protocols.	CCR LPFCC FN/PE LPFCC PAT Supervisor	Salaried Personnel
1.5 Families will voluntarily engage in prevention service areas identified by the family during the goal setting phase of program.	July 1, 2016 to June 30, 2017	In partnership with families, CCR workers will complete the family goal setting worksheet.	80% of families who complete the family goal setting worksheet will identify and work towards attainment of a minimum of 1 family goal.	CCR LPFCC FN/PE	Salaried Personnel
1.6 Participate in reporting CDHS designated outcomes and measures, and comply with CDHS data collection methodology system.	July 1, 2016 to June 30, 2017	All required data is entered into CDHS approved database.	Required data will be entered into CDHS approved database within 48 hours of completing task (i.e. outreach attempts, case management notes, instrumentation tool).	CCR LPFCC FN/PE CCR LPFCC Deputy Director CCR LPFCC Executive Director Evaluation Specialist	Salaried Personnel Contract Labor

Key Activity B: Shall increase enrolled families' protective capacities by promoting individual, family, and community strengths during the 2016-2017 fiscal grant year.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
2.1 Families' existing strengths will be identified and acknowledged.	Ju1y 1, 2016 to June 30, 2017	A minimum of **50** unduplicated families will enroll in CCR services.	80% of families who enroll in CCR services will complete pre and post CCR instrumentation tools.	CCR LPFCC FN/PE	Salaried Personnel
2.2 Strengthening Families Protective Factors are integrated throughout all CCR services offered.	July 1, 2016 to June 30, 2017	All CCR staff will complete the online Strengthening Families training within 30 days of being hired as a CCR staff.	CCR staff will receive a Strengthening Families Protective Factors certificate of completion that will be maintained in employee personnel file.	CCR LPFCC FN/PE	Salaried Personnel
Key Activity C: Shall address the link between poverty and child maltreatment by connecting enrolled families to vital economic and other support services during the 2016-2017 fiscal grant year.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
3.1 CCR worker will assess families' eligibility for public benefits and help families apply for these benefits.	July 1, 2016 to June 30, 2017	In partnership with families, CCR workers will complete the income and benefits inventory worksheet.	100% of families enrolled in CCR services will complete the income and benefits inventory worksheet.	CCR LPFCC PE/FN	Salaried Personnel
3.2 Connect enrolled families to one-time flexible funds to address concrete economic need that has child well-being and/or family stability implications.	July 1, 2016 to June 30, 2017	CCR workers will complete the flex funding form for any family receiving funds.	100% of families receiving flex funding will have flex funding form completed.	CCR LPFCC PE/FN CCR LPFCC Deputy Director CCR LPFCC Executive Director County Worker as part of review committee	Salaried Personnel
3.3 Provide financial literacy to families enrolled in CCR services.	July 1, 2016 to June 30, 2017	In partnership with families, CCR workers will complete a cash flow/financial planning worksheet.	100% of families enrolled in CCR services will complete a financial planning worksheet.	CCR LPFCC PE/FN	Salaried Personnel

Key Activity D: Performance Monitoring and Reporting					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
4.1 Invoices	Monthly	Invoices submitted on a monthly basis to county fiscal agent and CCR project manager.	Monthly invoices will be submitted to county fiscal agent by the 3rd of each month and a copy e-mail to CCR project manager.	LPFCC Accountant	Contract Labor
4.2 Submit mid-year and year-end programmatic progress reports to CDHS.	Q2 & Q4	Reports will be submitted in a timely fashion and include all requested information.	Reports will be submitted to CDHS twice per year on a state fiscal calendar year. The first report is due on the last business day of January each year. The final report is due on the last business day of July each year.	CCR LPFCC FN/PE CCR LPFCC Deputy Director Evaluation Specialist LPFCC CCR Executive Director County Worker as part of review committee	Salaried Personnel Contract Labor

SCHEDULE/MILESTONES

Benchmark:

By June 30, 2016, four CCR Leadership Team meetings will occur (one per quarter) to review and ensure all deliverables outlined within the contracted Statement of Work are on track for 100% completion.

Milestone:

By June 30, 2017, 80% of CCR participants (primary service recipient of family) will have identified and begun participation in an ongoing support system that is outside of direct CCR service provision.

Process Outcome Objective:

By June 30, 2017, the CCR Family Navigator/Parent Educator will provide services to 50 families in Archuleta County who are referred and accept services.

Outcomes Statement:

By June 30, 2017 any child participating in a household that has completed CCR services will not be involved with a substantiated allegation of abuse or neglect for six months following the CCR case closure date.

Option and Renewal

- Option Letter Provision – The State may increase or decrease the quantity of goods/services described in **Exhibit A – Amendment #1**, based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit D**. Delivery/performance of the goods/services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract.

ACCEPTANCE CRITERIA

The acceptance of all deliverables will reside with the Office of Early Childhood Project Director for Colorado Community Response. The Archuleta County CCR Leadership Team consists of the LPFCC PE/FN, LPFCC Deputy Director, LPFCC Executive Director, contracted Evaluation Specialist, LPFCC Grants Manager and the Director of Archuleta County Department of Human Services. The team meets at least quarterly to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC Project Director will either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Archuleta County Department of Human Services
Budget Period	July 1, 2016 to June 30, 2017
Project Name	Colorado Community Response

Program Contact Name, Title, Phone and Email	Matthew A Dodson, Director, 970-264-8503, matthew.dodson@state.co.us
Fiscal Contact Name, Title, Phone and Email	Misti Smyth, accounting, 970-264-8515, msmyth@archuletacounty.org

Expenditure Categories

Personnel Services Salaried Employees					**FY 2017**
Position Title/Employee Name	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from OEC**
N/A	No Costs in this Category will be reimbursed by CDHS.				$0
				Total Personnel Services (including fringe benefits)	**$0**

Contractors/Consultants (payments to third parties or entities)		**FY 2017**
Name	**Description of Item**	**Total Amount Requested from OEC**
La Plata Family Centers Coalition	Provision of CCR services to include personnel services, travel, office supplies, and indirect services.	$112,375
	Total Contractors/Consultants	**$112,375**

Travel		**FY 2017**
Item	**Description of Item**	**Total Amount Requested from OEC**
N/A	No Costs in this Category will be reimbursed by CDHS.	$0
	Total Travel	**$0**

Supplies & Operating Expenses		**FY 2017**
Item	**Description of Item**	**Total Amount Requested from OEC**
Flex Funding	Minimum of 10,000 to provide one time assistance to families. Flex funds is a one time assistance for families to meet an immediate need that if left unmet may result in child maltreatment.	$18,250
	Total Supplies & Operating Expenses	**$18,250**
	MODIFIED TOTAL DIRECT COSTS (MTDC)	**$130,625**

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		**FY 2017**
Item	**Description of Item**	**Total Amount Requested from OEC**
N/A	No Costs in this Category will be reimbursed by CDHS.	
	Total Indirect	**$0**
	TOTAL	**$130,625**