

**CITY OF BURLINGTON  
KIT CARSON COUNTY  
CITY COUNCIL  
WORK SESSION  
AGENDA  
19-2016  
COMMUNITY BUILDING ROOM A  
340 S 14<sup>TH</sup> STREET  
October 10, 2016  
6:30 PM**

**1 Call to Order**

**2 Pledge of Allegiance**

**3 Consent Agenda Items**

*Any consent agenda item may be removed from the Consent Agenda and placed under Business if discussion is desired. Otherwise, one motion will pass all items.*

Approval of bills.

**4 Public Comment**

**5 Public Hearing**

Approval of Special Event Liquor License for Wee Blew Inn.

Approval of Special Event Liquor License for Our Hometown Charitable Foundation.

Approving the renewal of a 3.2 beer off premises liquor license for Safeway.

Approving the renewal of a 3.2 beer off premises liquor license for Western Gas & Convenience #12.

Approving the renewal of a 3.2 beer off premises liquor license for Burlington Super's.

**6 Reports from City Departments**

Administrator- James Bradley

Clerk- Shelly Clark

Treasurer- Veronica Boyles

**7 Work Session**

**Unfinished Business**

A. First Initial Review of 2017 Budget.

B. Ratification of the Mayor's signature on the Dola grant contract.

**New Business**

A. Approval of lease agreement at 1394 Webster with Patricia Jo Stone Attorneys at law.

B. Discussion on reallocating the Activities Department Capital Outlay to fix or replace the projectors at the Community Center.

C. Approval of contracts for Outback Art Council.

**8 Council Comments**

A. Mayor Dale Franklin

B. Rod Murray

C. Mike Halde

D. Mark Burghart

E. Kamron Weisshaar

F. Beth Crites

G. Harold McNerney

**9 Adjournment**

*Emergency matters that may come before Council may be discussed with decisions to be ratified at a subsequent Council meeting.*

PO	Vendor	Amt.	Depart	Description
23410	Accutest	\$ 38.00	Water	E-Coil Testing
23268	Accutest	\$ 161.50	Water	Biochemical Oxygen Demand-Wastewater
23260	Accutest	\$ 279.50	Water	Nitrates Water Samples
23415	Accutest	\$ 38.00	Water	E-Coil Testing
23323	Accutest	\$ 198.50	Water	Ammonia & Biochemical Oxygen Demand-Wastewater
50776	Allegiance Cobra Services	\$ 46.55	Administration	October Cobra Monthly Premium
23437	AlSCO	\$ 17.00	Community Center	Dust Mops, Mop Handles
50775	AlSCO	\$ 17.00	Activities	Dust Mops, Mop Handles
50774	AlSCO	\$ 17.00	Activities	Dust Mops, Mop Handles
23452	Applebaugh, Debbie	\$ 13.00	Old Town	Consignment
23420	AT&T	\$ 260.59	Various	September Long Distance
23473	B Duh Junk	\$ 4.00	Old Town	Consignment
50757	Bomgaars	\$ 44.82	Activities	3 Cases RV Antifreeze
50778	Bomgaars	\$ 2.97	Community Center	3 Fly Swatters
23477	Brent, Bobbie	\$ 5.20	Old Town	Consignment
50663	Burlington Ford	\$ 99.15	PD	Vehicle Repairs-Diagnostic Check
23440	Burlington High School	\$ 50.00	Administration	Yearbook Ad Sponsorship-City Hall
50668	Burlington High School	\$ 50.00	PD	Supplies-Yearbook Ad Sponsorship-Police Dept
23067	Burlington Home Center	\$ 3.49	Administration	Snap Bolt for Flag
23435	Burlington Home Center	\$ 41.86	Activities	Antifreeze for Swimming Pool
50769	Burlington Home Center	\$ 8.28	Welcome Center	Pine Sol and Spin&Span
23428	Burlington Middle School	\$ 50.00	Administration	Yearbook Ad Sponsorship-City Hall
50764	Burlington Middle School	\$ 50.00	Old Town	Yearbook Ad Sponsorship-Old Town
23423	Burlington School Dist RE-6J	\$ 360.00	Activities	9 Cases of Striping Paint
23416	Camp Cook Concessions	\$ 230.00	Administration	20 Meals on 9/16/16 for Budget Meeting
48429	CarQuest	\$ 28.44	Parks	RV Antifreeze for Winterizing Splash Park
50030	CDW Government	\$ 1,114.01	IT	Server Enclosure
23419	CenturyLink	\$ 3,628.85	Various	September Phone Bill
23411	Cirsa	\$ 645.30	Shop/Parks	Hail Damage at Shop Fence & Pavilion at Outback Park
23442	Cirsa	\$ 31,633.25	Asset	Prepaid Insurance/4th Quarter Property & Casualty
50781	Cirsa	\$ 1,000.00	Asset	Hail Damage on Several Buildings in April
49880	City of Burlington	\$ 37,665.12	Various	September Utility Usage Bill
23427	Civil Air Patrol Magazine	\$ 395.00	Airport	1/4 Page Advertising
23478	Claremont Inn & Winery	\$ 3.50	Old Town	Consignment
23459	Cole, Ray	\$ 56.00	Old Town	Consignment
50756	Colo Dept Revenue	\$ 73.00	Airport	Aviation Fuel Sales Tax
50761	Colo Dept Revenue	\$ 490.00	Old Town	3rd Quarter Sales Tax
23433	Colo. Dept Revenue	\$ 8,401.00	Electric	September Utility Taxes
48417	Colorado Asphalt Services	\$ 1,922.40	Shop	14.24 Tons EZ Street Cold Patch Asphalt for Shop Storage
23474	CPS Distributors	\$ 110.96	Old Town	2 Rainbird Valves
50124	Crites, Debbie	\$ 7.00	Old Town	Consignment
23443	Dana Kepner	\$ 170.89	Water	4-10" Clay X PVC Coupling
49875	Dana Kepner	\$ 56.61	Water	Kit for Meter at Burlington Manor
50751	Dana Kepner	\$ 78.96	Water	10"X14" Pvc Sewer Pipes
48379	Dana Kepner	\$ 858.49	Water	Bell Box Riser Rings & Repair Clamps
50780	Dana Kepner	\$ 921.96	Water	Meters & Stock
48434	Dana Kepner	\$ 315.50	Water	PVC Pipe Inventory
23386	De Nora Water Technologies	\$ 966.01	Water	Well Repair
23127	Demco	\$ 386.40	Library	New Book Truck/Cart
50782	DPC Industries	\$ 247.91	Water	1 Bottle Chlorine
48411	DPC Industries	\$ 495.80	Water	2 Bottles of Chlorine
23460	Drake, Patty	\$ 21.25	Old Town	Consignment
48424	Durham Ag Tech	\$ 188.80	Water	Anchor Bolts for New Light Pole at New Water Building
48403	Durham Ag Tech	\$ 20.00	Streets	Wheel Axle Repair for Red Weed Mower
50773	Elan Credit Card	\$ 4,409.09	Various	September Credit Card Bill
50669	Elan Credit Card	\$ 553.21	PD	Credit Card Bill-Fuel, K-9 Expenses, Training
50752	FB Advertising	\$ 375.00	Old Town	1-70 Boards Advertising
23451	Fernandez, Julia	\$ 347.40	Activities	ZUMBA Instructor
23461	Fetty, Jim	\$ 56.00	Old Town	Consignment
23475	Gibbs, Kathleen	\$ 18.00	Old Town	Consignment
50754	Great America Financial Services	\$ 85.68	Administration	Mailing Meter Rental
23436	Grinnan, George	\$ 2,000.00	Old Town	Insurance Claim-Repair of Wind Damaged Wagon
23454	H29 Hwy 385 Band	\$ 9.00	Old Town	Consignment
48413	Halde Ready Mix Inc	\$ 282.00	Shop	2 1/2 Yards Concrete for Fence Repair at Shop
49873	Herman Lumber	\$ 99.98	Water	Pipe Cutting Wheels & Gloves
49874	Herman Lumber	\$ 74.93	Parks	Trash Bags & Grass Seed
48421	Herman Lumber	\$ 46.75	Shop	2X4"s for Shop Fence
49877	Herman Lumber	\$ 31.50	Parks	Weed Eater Head
49876	Herman Lumber	\$ 24.01	Activities	1/2" Plugs for Swimming Pool to Winterize
23429	Herman Lumber	\$ 12.44	Water	Conduit for Water Dept.
48425	Herman Lumber	\$ 26.97	Water	Hose Fittings
23438	Herman Lumber	\$ 34.74	Activities	RV Antifreeze for Winterizing Swimming Pool
48430	Herman Lumber	\$ 4.99	Water	Bit for Screw Gun
48426	Herman Lumber	\$ 64.46	Streets	Water Fittings, Gloves & Concrete Brush for Cleaning Tools
48427	Herman Lumber	\$ 17.98	Misc	Light Bulbs for VA Clinic
48431	Herman Lumber	\$ 134.99	Shop	Screws for Fence at Shop
23485	Herman Lumber	\$ 10.99	Water	Batteries for Chlorine Tester
49881	Herman Lumber	\$ 201.50	Shop	Screws for Fence at Shop
50771	Herman Lumber	\$ 114.41	Old Town	Old Town Wagon Repair-Plexiglass, Plywood, Staples, Glazing COMPD, Dowel Pin Fluted
50770	Herman Lumber	\$ 39.99	Old Town	Old Town Wagon Repair-1X4-10 #2 & BTR Pine
23439	Herman Lumber	\$ 32.64	Water	Wire & Connectors for New Water Shop
50772	Herman Lumber	\$ 65.00	Shop	Screws for Fence at Shop
23462	Herman Lumber	\$ 18.65	Water	Foam Insulation & Silicone for New Water Shop
23412	Herman Lumber	\$ 109.99	Water	Sink for New Shop
23434	Hett, Lyndon	\$ 90.00	Old Town	Consignment
50755	Hillyard	\$ 151.62	Community Center	Extra Strength CSP Cleaner, 60 Gallon Black Trash Bag Liners
50766	Hitchcock	\$ 1,080.06	Parks	Insurance Claim-Pavillion Park Awning Repair
23453	Hitchcock	\$ 2,021.19	Old Town	Old Town Flag Pole Repair
23479	Holscher, Mayberry & Company	\$ 2,800.00	Administration	Audit Services
23476	Holtrop, Darla	\$ 15.90	Old Town	Consignment

23444	Hough, Ernie	\$	2.97	Old Town	Consignment
50763	Images on Stone	\$	8.00	Old Town	Consignment
23463	In-Line Plumbing	\$	98.00	Misc	Faucet Repair Kit at VA Clinic
23418	KC Electric	\$	1,586.99	Airport/Water	Electric Used in September
23464	KCC Carousel	\$	70.70	Old Town	Consignment
23417	KNAB	\$	672.00	Old Town	September Old Town Advertising
23448	Kreative Stitches	\$	92.50	Old Town	Consignment
23426	Kriz-Davis	\$	283.26	Electric	7 PVR Optimas
50031	Kriz-Davis	\$	202.33	Electric	PVR Optima-5 each
50034	Leaf	\$	12.83	PD	PD Copy System Lease
50035	Lewan Technology	\$	68.00	IT	Copy Count-Activities & City Hall
50036	Lewan Technology	\$	110.00	IT	Copy Count Color-Activities & City Hall
50662	Lewan Technology	\$	62.00	IT	Copy Count Black-PD, Shop, Old Town, Light Plant
50665	Lewan Technology	\$	60.00	IT	Copy Count Color-PD, Shop, Old Town, Light Plant
50664	Maxx Wrench	\$	37.35	PD	Vehicle Repairs-Oil Change
50670	Maxx Wrench	\$	67.39	PD	Vehicle Repair-Oil Change, Engine Scan, Insulator & Labor
50760	Maxx Wrench	\$	35.05	PD	Vehicle Repair-Oil Change
23465	Maxx Wrench	\$	81.59	PD	Vehicle Maintenance-Oil Change
23480	McCarty-Daniels, Nick	\$	28.00	Library	Reimbursement for Bookm Purchase
50666	Mead, Wilbur & Janice	\$	21.17	Old Town	Consignment
23455	Mead, Wilbur & Janice	\$	13.22	Old Town	Consignment
23481	Medical Clinic	\$	90.00	PD	Lab Fees for Pre-Employment Physical
50758	Meents, Unda	\$	10.73	Old Town	Consignment
23466	Meents, Unda	\$	13.69	Old Town	Consignment
23467	Mellaire Aviation	\$	330.70	Airport	10 % of Fuel & Rental
50768	Multhead, Sara	\$	90.00	Old Town	Consignment
23414	North 40 Alpacos	\$	103.00	Old Town	Consignment
23432	Pralle, Sharon	\$	142.40	Activities/Community Center	Reimbursement for purchasing coffee/sugar for Community Center & Candy for Haunted House
23445	Quill	\$	11.59	Activities	Elmers Rubber Cement
23488	Quill	\$	116.99	PD	Bankers Box w. Storage Drawer
23490	Quill	\$	14.68	Library	Black Sharpie Markers
23489	Quill	\$	450.65	Administration	2 Adjustable Foot Rests, 2 Office Chairs, 1 Printing Calculator
50753	Quill	\$	41.97	PD	Legal File Folders
23472	Quill	\$	65.34	PD	Duracell Lithium Batteries
23430	Retirement Plans.com	\$	481.25	Administration	2016 4th Quarter Payment
50759	Rhoades, Mary	\$	7.00	Old Town	Consignment
49872	Safeway	\$	47.77	Library	Snacks/Food for Lieutenant Governor Flynn Meeting
48423	Scheopner's Water Conditioning	\$	7.50	Misc	Water Cooler at VA Clinic
23446	Schlossers Ready Mix Concrete	\$	230.00	Shop	2 Yards Concrete for Shop Fence
23456	Schlossers Ready Mix Concrete	\$	2,574.00	Water	22 Yards Concrete for Storage Pad at New Water Building
23471	Schlossers Ready Mix Concrete	\$	760.00	Water	20 Yards Concrete for Alley of Webster for Sewer Dept
23482	Selak, Ronald	\$	3.00	Old Town	Consignment
23138	Selak, Ronald	\$	18.00	Old Town	Consignment
23468	Selak, Ronald	\$	18.00	Old Town	Consignment
23457	Service Oil Company	\$	3,639.65	Welcome Center	Property Tax Incentive 2012-2016
23483	Shrieter, Shauna	\$	41.00	Old Town	Consignment
23066	Stahlecker, Janie	\$	6.00	Old Town	Consignment
23447	Stahlecker, Janie	\$	10.50	Old Town	Consignment
48422	Stanion Wholesale Electric	\$	786.00	Electric	Meters, Insulated Elbows
48428	Steven Rabe	\$	325.00	Administration	Administration Support
50671	Stratton CO-OP	\$	19.00	Parks	Tire Repair for Pickup #17
50667	Stratton CO-OP	\$	19.00	Water	Tire Repair for Ron's Pickup
23450	Stratton CO-OP	\$	414.00	PD	Vehicle Maintenance-4 Tires
23441	Super Circuits	\$	26.94	PD	Equipment-Video Power Cable
50762	Utility Notification Center	\$	37.18	Water	RTL Transmissions
23470	Verizon	\$	1,425.98	Various	September Cell Phone Bill
23469	VFW Post	\$	50.00	Welcome Center	4X6 American Flag
23458	Wall, Cory	\$	3.75	Old Town	Consignment
23484	Wall, Nikki	\$	127.00	Old Town	Consignment
23395	Western Jubilee Recording	\$	11.00	Old Town	Consignment
23449	Western Jubilee Recording	\$	11.00	Old Town	Consignment
48432	Western United Electric	\$	1,179.00	Electric	1800-2 Triplex Conch, 500-4 Triplex Perwinkle
50779	Wrico Environmental	\$	183.00	Water	Drinking Water Consultation
<b>VENDOR CREDITS</b>					
23343	CPS Distributors	\$	(312.60)	Water	Duplicate Payment/Credit
50186	DirecTV	\$	(136.18)	Airport	Credit Balance
50174	Elan Financial Services	\$	(33.67)	PD	Credit on Credit Card
50777	Herman Lumber	\$	(118.51)	Shop	Credit on Pickets for Shop Fence
23375	Hitchcock	\$	(976.67)	Streets	Traded Used Roto Tiller
50633	United Suppliers	\$	(403.15)	Streets	Credit
		\$	125,025.61		



SINCE 1888

City of Burlington

Special Events Permit Application

This application form is required in addition to the state application form. Both forms, along with required attachments, must be submitted to the City Clerk's office a minimum of 45 days prior to the event.

Date of application: 9/15/16

Date of event: 10/29/16

Time of event: Beginning at 8:00 pm and ending at 2:00 am

Location of event: Community Center

Organization applying: Wee Blew Inn Preschool

Current state sales tax license: State # 9B-09422

Event Manager: Larae Dobler Phone number: (719)349-0499

Nature of the event: Fundraiser

Number of attendees expected: 200

Describe type of food that will be available: Snack Number of vendors: 0

How will the licensed area be controlled (fences, ropes, walls)? walls

Method used to check identification for proper age: We will check id's before they enter the big room. IF under age will have an (X) on hand and if over 21 will get a bracelet.

How will the conduct and level of intoxication of attendees be monitored? IF someone has had to much to drink we will stop serving.

What type of entertainment? Dance

Larae Dobler  
Signature

Larae Dobler  
Printed Name

9/15/16  
Date

(719)349-0499  
Telephone

# 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.)

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: 2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25 00 PER DAY 2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10 00 PER DAY	<b>DO NOT WRITE IN THIS SPACE</b> LIQUOR PERMIT NUMBER
--	---

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Wee Blew Inn Preschool</i>	State Sales Tax Number (Required) <i>84-01691579</i>
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>314 12th Street Burlington, CO 80807</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>340 S 14th Street Burlington, CO 80807</i>
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES /SECY OF ORG. or POLITICAL CANDIDATE			
5. EVENT MANAGER <i>Lalae Dobler</i>	<i>6-4-83</i>	<i>12500 Hwy 385 Burlington CO 80807</i>	<i>719-342-1020</i>
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input type="checkbox"/> NO <input type="checkbox"/> 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
Hours From	Hours From	Hours From	Hours From	Hours From
<i>10/29/16</i>				
From <i>8:00 p.m.</i>	From .m.	From .m.	From .m.	From .m.
To <i>2:00 a.m.</i>	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 <i>Lalae Dobler</i>	TITLE <i>Director</i>	DATE <i>9/15/16</i>
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**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) <i>City of Burlington</i>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK <i>719-346-8652</i>
SIGNATURE <i>Judy Clark</i>	TITLE <i>Clerk</i>	DATE <i>9-10-16</i>

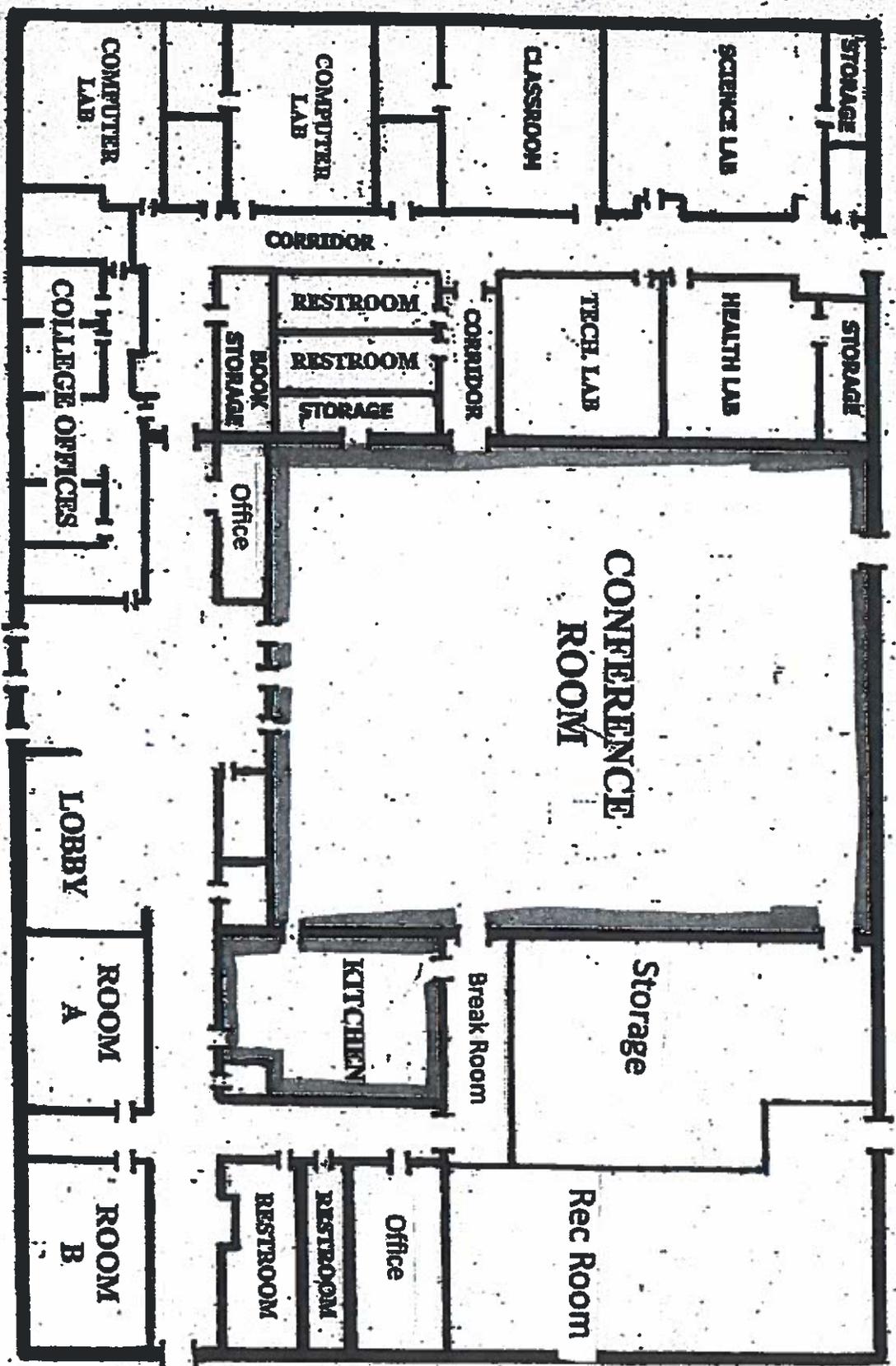
**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

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

(Instructions on Reverse Size)

Der Blvd Ln

# BURLINGTON COMMUNITY AND EDUCATION CENTER



340 SOUTH 14TH STREET



City of Burlington  
Special Events Permit Application

This application form is required in addition to the state application form. Both forms, along with required attachments, must be submitted to the City Clerk's office a minimum of 45 days prior to the event.

Date of application: 9-26-16

Date of event: Nov. 19, 2016

Time of event: Beginning at 5:30 pm. and ending at 12:00 a.m.

Location of event: Community Center

Organization applying: Our Hometown Charitable Foundation

Current state sales tax license: State # \_\_\_\_\_

Event Manager: Debbie Hinchouse Phone number: (719) 342-1103

Nature of the event: fundraiser / dinner & auction

Number of attendees expected: 260

Describe type of food that will be available: steak dinner Number of vendors: 1

How will the licensed area be controlled (fences, ropes, walls)? walls

Method used to check identification for proper age: bartenders ask for ID

How will the conduct and level of intoxication of attendees be monitored? we will monitor people by talking to them

What type of entertainment? \_\_\_\_\_

Debbie Hinchouse

Signature  
Debbie Hinchouse

Printed Name

Date  
(719) 342-1103

Telephone

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

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110	<input type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170	<input type="checkbox"/> 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: Our Hometown Charitable Foundation State Sales Tax Number (Required): 47-3341292

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP):  
PO Box 442  
Burlington, Co. 80807

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP):

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <u>Debbie Hunkhouse</u>	<u>11/29/58</u>	<u>48495 CR X Burlington, Co.</u>	<u>719-342-1103</u>
5. EVENT MANAGER		<u>80807</u>	

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
Hours From To	Hours From To	Hours From To	Hours From To
<u>11-19-16</u>			
From <u>5:30</u> .m. To <u>12</u> .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: Debbie Hunkhouse TITLE: President DATE: 9-26-16

**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.**

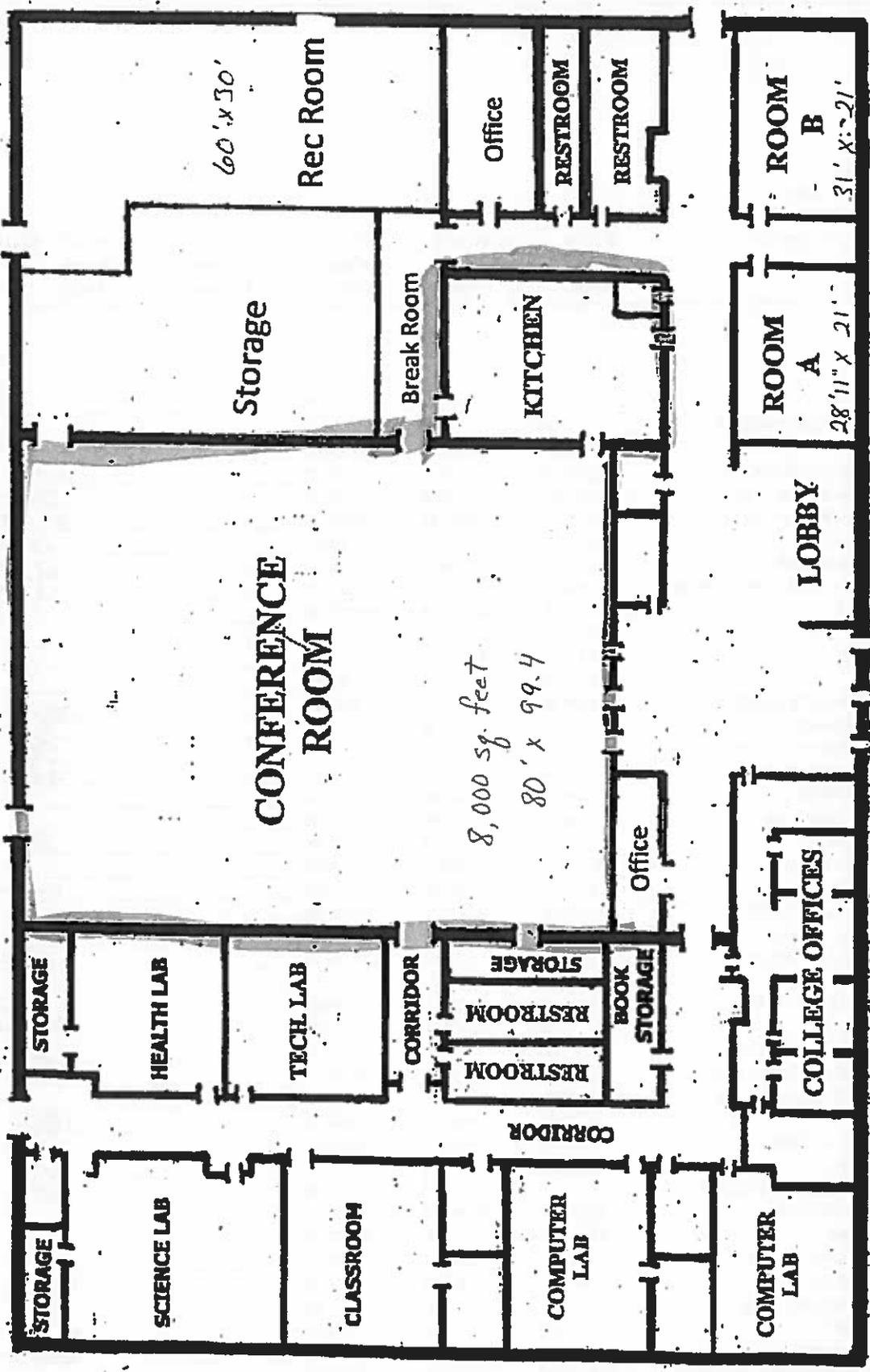
LOCAL LICENSING AUTHORITY (CITY OR COUNTY): City of Burlington  CITY  COUNTY TELEPHONE NUMBER OF CITY/COUNTY CLERK: 719-346-8652  
 SIGNATURE: Shelly Cox TITLE: Clerk DATE: 10-10-16

**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 Side)

# BURLINGTON COMMUNITY AND EDUCATION CENTER



340 SOUTH 14TH STREET

Report Criteria:

- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Page and Total by Department
- All Segments Tested for Total Breaks

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget	2017
<b>GENERAL FUND</b>							
<b>GENERAL FUND</b>							
01-00-8000	BEGINNING CASH	.00	.00	.00			
01-00-8001	EMERGENCY RESERVE FUND	.00	.00	.00			
01-00-8010	GENERAL PROPERTY TAXES	320,076.90	133,457.42	343,339.00			300,000
01-00-8011	DELINQUENT PROPERTY TAX	2,464.32	502.85	100.00			600.00
01-00-8012	INTEREST ON DELINQ. PROP. TAX	1,374.99	170.98	500.00			500.00
01-00-8020	SPECIFIC OWNERSHIP TAXES	40,614.79	40,295.89	42,000.00			42,000.00
01-00-8030	GAS FRANCHISE	52,241.09	63,475.74	70,000.00			70,000
01-00-8040	CABLE TV FRANCHISE	7,509.28	7,154.53	12,000.00			17,000
01-00-8050	TELEPHONE FEE/CENTURY & PREMI	12,628.90	8,752.59	18,000.00			18,000
01-00-8060	SALES TAXES	906,253.58	565,761.12	1,125,000.00			?
01-00-8070	SEVERANCE TAX	5,817.25	.00	3,700.00			
01-00-8080	LODGING TAX	174,312.28	143,148.30	175,000.00			
01-00-8090	Use Tax	222,836.94	25,675.98	16,000.00			
01-00-8100	LIQUOR LICENSES & INVEST.	4,981.25	4,197.25	2,000.00			3,000
01-00-8130	DOG/CAT LICENSES	728.00	250.00	.00			300
01-00-8131	DOG/CAT CLINIC PASS THRU	.00	420.00	.00			500
01-00-8135	DOG POUND DONATIONS	.00	20.00	.00			+100 20.00
01-00-8140	BUILDING PERMITS	1,400.00	2,405.00	1,000.00			
01-00-8150	TRANSIENT DEALER LIC	493.15	1,000.00	500.00			
01-00-8160	Business Lic Fee	.00	.00	.00			0
01-00-8200	HIGHWAY USER'S TAX	104,210.97	11,549.27	125,000.00			
01-00-8210	CIGARETTE TAX	8,756.15	6,881.84	10,000.00			10,000
01-00-8220	MOTOR VEHICLE REG. FEES	12,713.00	25,217.32	14,000.00			
01-00-8230	SPECIAL ROAD & BRIDGE FUND	169,746.97	174,572.95	190,000.00			
01-00-8400	MUN. COURT & TRAFFIC FINES	11,787.99	10,235.34	15,000.00			15,000
01-00-8450	BAIL BOND RECEIPTS	.00	.00	.00			0
01-00-8470	SECURITY SYSTEM FEES	7,218.00	4,207.00	7,000.00			0-0
01-00-8500	SALE OF ASSETS	.00	26,529.20	13,000.00			20,000
01-00-8501	SALE OF DENTAL PRACTICE	.00	.00	.00			0
01-00-8510	RENTAL INCOME-REAL ESTATE	40,370.38	24,185.00	43,000.00			?
01-00-8520	RENTAL OF COMMUNITY BLDG	20,492.50	32,128.97	17,000.00			ask about lease for Old Town
01-00-8540	INTEREST	1,738.41	1,604.17	1,000.00			1,000
01-00-8550	POLICE MISC. INCOME	4,765.65	1,609.68	4,000.00			2,000
01-00-8551	POLICE GRANTS	4,553.00	.00	.00			15,000
01-00-8560	POLICE WAGE REIMBURSEMENT	.00	.00	.00			0
01-00-8570	HOUSING AUTHORITY	39,014.66	47,304.44	100,000.00			
01-00-8600	TRASH BILLING	28,537.59	.00	34,125.00			
01-00-8800	LIBRARY INCOME & FINES	1,951.36	2,046.11	3,000.00			3,000
01-00-8820	LIBRARY BOOKSALES	2,875.97	928.71	2,000.00			1,000
01-00-8830	LIBRARY BOARD REVENUE	.00	.00	.00			0
01-00-8840	LIBRARY GRANT	.00	.00	3,000.00			4,000
01-00-8850	LIBRARY DONATIONS	2,903.70	838.80	100.00			500-1,000
01-00-8852	RECREATION/ACTIVITIES REVENUE	25,126.89	32,321.99	25,000.00			
01-00-8853	OUTBACK ARTS COUNCIL	8,792.00	6,111.00	6,000.00			

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
01-00-8854	ACTIVITIES-GIRL'S SOFTBALL	.00	.00	.00		0
01-00-8860	SWIMMING POOL	17,388.93	16,991.24	20,000.00		20,000
01-00-8870	BASEBALL/SOFTBALL PROGRAMS	17,871.25	22,581.82	20,000.00		23,000
01-00-8880	DONATIONS-ACTIVITIES	.00	.00	.00		0
01-00-8890	CATERED MEALS-COMMUNITY BUILD	19,050.00	.00	22,000.00		?
01-00-8900	GENERAL MISC. INCOME	37,067.38	11,081.49	35,000.00		
01-00-8910	CD INTEREST	.00	.00	1,000.00		
01-00-8920	BUILDING IMPROVEMENTS	.00	52.00	.00		0
01-00-8930	BURLINGTON WELCOME CENTER	425.30	83,480.00	84,000.00		84,000
01-00-8940	CCA FUNDS	1,251,962.33	106,664.02	76,000.00		
01-00-8950	OUTBACK EXPRESS	1,664.00	905.00	1,700.00		1,700
01-00-8960	OUTBACK BUS REIMBURSEMENT	17,557.44	14,394.99	17,000.00		17,000
01-00-8980	MISCELLANEOUS DONATIONS	.00	80.00	.00		100
01-00-8990	EZ CONTRIBUTIONS/MCC	.00	.00	.00		
01-00-9000	PARKS DONATIONS	.00	.00	.00		
01-00-9010	ACTIVITIES GRANT MONIES	.00	.00	.00		
01-00-9011	COMM REVITALIZATION GRANT	.00	.00	.00		
01-00-9012	PARK DEVELOPMENT-GOCO GRANT	.00	.00	10,000.00		
01-00-9030	LONGHORN WALKING PATH	.00	.00	.00		
01-00-9040	GRANT - COMMED BLDG	.00	.00	.00		
01-00-9100	GIFT SHOP SALES	30,346.36	23,821.84	27,000.00		27,000
01-00-9150	GATE FEES/SEASON PASSES	19,284.70	21,196.50	17,000.00		27,000
01-00-9160	OLD TOWN CATERED MEALS	5,291.00	11,793.50	4,000.00		14,000
01-00-9170	CAROUSEL	189.50	377.50	200.00		300
01-00-9180	CONCESSION STAND	1,532.30	4,879.69	1,000.00		
01-00-9200	OLD TOWN BUILDING RENT	3,960.00	3,776.00	4,008.00		5,000
01-00-9260	OLD TOWN REIMBURSEMENTS	252.91	4.00	100.00		100
01-00-9270	OLD TOWN GRANTS	.00	.00	.00		
01-00-9280	OLD TOWN DONATIONS	3,838.40	1,218.17	100.00		1200
01-00-9300	KIT CARSON COUNTY	.00	748.45	.00		?
01-00-9620	TRANS FROM ELECTRICAL FUND	477,697.88	.00	267,355.00		?
01-00-9630	TRANS FROM WATER & SEWER	77,343.75	.00	87,643.00		?
01-00-9650	TRANS FROM CONSERVATION TRST	25,569.10	.00	40,000.00		?
01-00-9660	TRANS FROM SOLID WASTE	.00	.00	.00		?
<b>Total GENERAL FUND:</b>		<b>4,257,580.44</b>	<b>1,515,673.61</b>	<b>3,156,462.00</b>		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>ADMINISTRATION</b>						
01-01-1100	SALARIES	130,497.94	105,888.06	90,000.00		
01-01-1110	EMPLOYEE INSURANCE	41,430.36	72,662.49	19,345.00		
01-01-1120	FICA AND MEDICARE	9,009.36	6,916.80	6,639.00		
01-01-1130	RETIREMENT	1,409.05	782.66	4,339.00		
01-01-1140	DENTAL INSURANCE	565.50	.00	1,800.00		
01-01-1170	ATTORNEY SALARY/FEES	22,736.25	72,900.80	28,000.00		
01-01-2010	ELECTIONS	28.09	1,891.49	2,500.00		
01-01-2020	AUDIT	11,424.50	7,500.00	10,300.00		8,000
01-01-2040	BUILDING RENT EXPENSE	3,066.36	828.01	2,500.00		2,500
01-01-2070	OTHER INSURANCE	119,173.04	4,568.75	125,000.00		125,000
01-01-2100	ASSOCIATION DUES & FEES	54,723.45	37,578.19	45,000.00		45,000
01-01-2120	MEALS, TRAVEL, & TRAINING	17,409.03	13,205.25	9,000.00		12,000
01-01-2150	UTILITIES	21,968.82	7,067.68	17,000.00		
01-01-2560	VEHICLE FUEL	373.59	603.37	1,500.00		1,500
01-01-2565	VEHICLE REPAIR & MAINT	517.61	156.43	500.00		500
01-01-2570	MAINTENANCE & REPAIR	3,880.33	829.70	1,350.00		1,400
01-01-2571	MAINTENANCE - SECURITY SYSTEM	.00	.00	2,910.00		2,910.00
01-01-3010	CHRISTMAS DECORATIONS	6,608.75	28.63	5,000.00		5,000
01-01-3100	OFFICE SUPPLIES & PRINTING EX	24,273.06	16,219.42	20,000.00		20,000
01-01-3120	COUNCIL EXPENSE	8,986.79	4,830.15	8,000.00		8,000
01-01-3140	PROFESSIONAL FEES	.00	6,334.00	.00		10,000 Attorney
01-01-3270	TREASURER'S PROP TAX FEES	9,872.88	1,810.24	10,500.00		
01-01-3280	MISCELLANEOUS	10,211.92	79,074.65	12,500.00		
01-01-3300	COMPUTER RECYCLING GRANT	.00	.00	.00		
01-01-3400	BAD DEBT	.00	.00	.00		
01-01-3450	Insurance Claims	.00	1,000.00	.00		
01-01-4010	CD ACTIVITY	.00	.00	.00		
01-01-4100	CAPITAL OUTLAY	.00	9,630.00	10,000.00		10,000.00
01-01-5950	APPROPRIATED RESERVE	.00	.00	.00		
<b>Total ADMINISTRATION:</b>		<b>498,166.68</b>	<b>452,306.77</b>	<b>433,683.00</b>		

JAMES  
 Veronica  
 Shelly

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>JUDICIAL EXPENSES</b>						
01-02-1100	SALARIES	9,027.07	6,000.00	9,000.00	9,000	9,000 ? <i>CDs Merritt</i>
01-02-1110	W/C EMPLOYEE INSURANCE	228.24	146.78	210.00		210.00
01-02-1120	FICA AND MEDICARE	690.63	459.04	690.00		690.00
01-02-1130	RETIREMENT	.00	.00	.00		
01-02-2100	ASSOCIATION DUES & FEES	.00	.00	.00		
01-02-2120	MEALS, TRAVEL, & TRAINING	.00	.00	.00		
01-02-2150	UTILITIES	3,199.30	737.64	2,500.00		1,500
01-02-2570	MAINTENANCE & REPAIR	329.58	200.00	500.00		500
01-02-3100	OFFICE SUPPLIES & PRINTING EX	6.79	.00	.00		
01-02-3240	BAIL BOND REFUNDED	.00	.00	.00		
01-02-3280	MISCELLANEOUS	.00	178.20	200.00		200.00
<b>Total JUDICIAL EXPENSES:</b>		<b>13,481.61</b>	<b>7,721.66</b>	<b>13,100.00</b>		

# Police Department

## 2017 BUDGET

18.00 start  
3.00 increase  
+ 5.00 increase

01-03-1100	Salaries	(+93,600)	\$527,600
01-03-1101	Animal Control Salary		\$ 5,200
01-03-1110	Employee Ins		\$145,145
01-03-1120	FICA/Medicare		\$ 35,178
01-03-1130	Retirement		\$ 19,930
01-03-1150	Dispatch Fees	(+10,000)	\$ 80,000
01-03-2100	Association Dues	(+1,000)	\$ 8,000

? Col + merit

### TLO/Sleuth/Lexipol

01-03-2120	Training		\$ 6,000
01-03-2130	Lab Fees		\$ 2,000
01-03-2140	Jail Expenses		\$ 500
01-03-2150	Utilities		\$ 15,000
01-03-2520	Animal Control Expenses		\$ 3,000
01-03-2530	K-9 Expenses		\$ 3,000
01-03-2560	Fuel		\$ 20,000
01-03-2565	Veh Repair/Maint	(+2,000)	\$ 10,000

11251.00

check on this  
check on this

### Transmission/older vehicles

01-03-2570	Building Maint	(+3,800)	\$ 4,800
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fellax window

### New BP Front Counter Window

01-03-2580	Equip Maint		\$ 1,500
01-03-2585	Equipment	(+2,000)	\$ 7,000

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### More Ammo/Tickets

01-03-3100	Office Supplies	(+1,000)	\$ 6,000
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### Running close 2016

01-03-3200	Misc		\$ 1,000
01-03-4100	Capital Outlay	(-10,000)	\$ 55,000

Possible purchase of vehicles

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>POLICE DEPARTMENT</b>						
01-03-1100	SALARIES	376,875.88	244,247.23	434,000.00		
01-03-1101	ANIMAL CONTROL SALARY	5,092.32	3,394.88	5,200.00		
01-03-1110	EMPLOYEE INSURANCE	92,558.65	60,861.95	145,145.00		
01-03-1120	FICA AND MEDICARE	29,040.02	18,862.97	35,178.00		
01-03-1130	RETIREMENT	10,100.88	5,606.73	19,930.00		
01-03-1140	DENTAL INSURANCE	1,810.50	.00	.00		
01-03-1150	DISPATCHER FEES	60,033.00	52,499.97	70,000.00		80,000
01-03-2070	OTHER INSURANCE	.00	.00	.00		
01-03-2100	ASSOCIATION DUES & FEES	3,564.81	3,814.00	7,000.00		8000
01-03-2120	MEALS, TRAVEL, & TRAINING	1,648.49	2,456.96	6,000.00		11,251.00
01-03-2130	LAB FEES	2,211.00	1,020.30	2,000.00		2000
01-03-2140	JAIL EXPENSE	.00	.00	500.00		500
01-03-2150	UTILITIES	24,064.54	6,331.40	15,000.00		
01-03-2520	ANIMAL CONTROL EXPENSES	2,714.65	671.25	3,000.00		3000
01-03-2530	POLICE DOG EXPENSES	2,421.94	1,680.67	3,000.00		3000
01-03-2560	VEHICLE FUEL	15,206.45	4,958.58	20,000.00		20,000
01-03-2565	VEHICLE REPAIR & MAINT	6,528.78	3,398.56	8,000.00		10,500
01-03-2570	MAINTENANCE & REPAIR	2,548.63	3,467.73	1,000.00		4,900
01-03-2580	EQUIPMENT REPAIR & MAINTENANC	2,555.66	498.24	1,500.00		1,500
01-03-2585	EQUIPMENT	5,646.05	1,508.10	5,000.00		7,000
01-03-3100	OFFICE SUPPLIES & PRINTING EX	6,193.64	3,874.71	5,000.00		7,000
01-03-3280	MISCELLANEOUS	1,027.34	.00	1,000.00		1,000
01-03-4100	CAPITAL OUTLAY	36,525.27	44,420.72	65,000.00		55,000
01-03-5030	GRANT/GRANT MATCH	11,972.89	.00	.00		10,000
<b>Total POLICE DEPARTMENT:</b>		<b>700,341.39</b>	<b>463,574.95</b>	<b>852,453.00</b>		

80,000  
 8000  
 11,251.00  
 2000  
 500  
 3000  
 3000  
 20,000  
 10,500  
 4,900  
 1,500  
 7,000  
 7,000  
 1,000  
 55,000  
 10,000 / 15,000  
 Possible Grant

BARRY -  
 NATHAN -  
 NATE -  
 TONI -  
 ERNESTO -  
 OFFICER -  
 OFFICER -  
 OFFICER -  
 OFFICER -  
 LYN -

9

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>STREETS</b>						
01-04-1100	SALARIES	170,940.67	113,232.77	191,270.00		
01-04-1110	EMPLOYEE INSURANCE	68,628.73	38,876.88	53,659.00		
01-04-1120	FICA AND MEDICARE	13,012.23	8,648.94	14,479.00		
01-04-1130	RETIREMENT	7,834.25	5,485.67	9,464.00		
01-04-1140	DENTAL INSURANCE	696.00	.00	.00		
01-04-2120	MEALS, TRAVEL, & TRAINING	33.88	.00	150.00		
01-04-2150	UTILITIES	8,871.86	1,817.62	7,250.00		
01-04-2560	VEHICLE FUEL	14,622.19	1,230.62	15,000.00		
01-04-2565	VEHICLE REPAIR & MAINT	25,946.11	17,520.57	15,000.00		
01-04-2570	MAINTENANCE & REPAIR	165,395.23	35,374.56	600,000.00		560,000
01-04-3100	OFFICE SUPPLIES & PRINTING EX	102.77	132.28	50.00		
01-04-3280	MISCELLANEOUS	426.79	134.36	500.00		
01-04-4100	CAPITAL OUTLAY	118,770.30	3,755.00	160,000.00		
01-04-4400	DEVELOPMENT & IMPROVEMENTS	.00	.00	.00		
01-04-4500	GRANT/GRANT MATCH-PWS	.00	.00	.00		
01-04-5950	APPROPRIATED RESERVE	.00	.00	.00		
<b>Total STREETS:</b>		<b>595,081.01</b>	<b>226,209.27</b>	<b>1,066,822.00</b>		

Roger -  
 Scotty -  
 Kevin -  
 Mike Ro -

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>PARKS</b>						
01-05-1100	SALARIES	129,569.57	103,163.57	133,046.00		
01-05-1110	EMPLOYEE INSURANCE	31,653.82	24,462.90	53,606.00		
01-05-1120	FICA AND MEDICARE	9,333.43	7,848.33	17,418.00		
01-05-1130	RETIREMENT	2,911.28	2,942.80	5,293.00		
01-05-1140	DENTAL INSURANCE	493.00	.00	.00		
01-05-1180	CONTRACT LABOR	9,600.00	2,400.00	9,600.00		
01-05-2120	MEALS, TRAVEL, & TRAINING	.00	.00	2,500.00		
01-05-2150	UTILITIES	16,396.91	3,299.87	12,500.00		
01-05-2420	FLOWER SUPPLIES	6,473.22	.00	.00		
01-05-2440	SPRAYING/CHEMICAL	3,628.42	.00	.00		
01-05-2560	VEHICLE FUEL	7,201.91	2,509.66	7,500.00		
01-05-2565	VEHICLE REPAIR & MAINT	6,817.73	1,046.44	7,500.00		
01-05-2570	MAINTENANCE & REPAIR	17,632.22	8,657.13	20,000.00		
01-05-3100	OFFICE SUPPLIES & PRINTING EX	24.03	198.68	50.00		
01-05-3280	MISCELLANEOUS	502.50	57.16	500.00		
01-05-4100	CAPITAL OUTLAY	.00	.00	.00		
01-05-4400	DEVELOPMENT & IMPROVEMENTS	.00	.00	.00		
01-05-5030	GRANT/GRANT MATCH	.00	.00	.00		
01-05-5950	APPROPRIATED RESERVE	.00	.00	.00		
<b>Total PARKS:</b>		<b>242,238.02</b>	<b>156,586.54</b>	<b>269,513.00</b>		

Fred -  
 Robin -

*Doyle  
Crew  
Parks*

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>ACTIVITIES</b>						
01-06-1100	SALARIES	80,673.86	60,271.11	83,000.00		
01-06-1102	SWIMMING POOL SALARIES	51,841.15	48,053.38	42,000.00		52,600
01-06-1103	BASEBALL SALARIES	6,682.24	11,482.22	8,600.00		8,700
01-06-1104	SOFTBALL SALARIES	6,225.22	8,097.29	7,000.00		7,000
01-06-1110	EMPLOYEE INSURANCE	38,637.98	26,130.96	41,257.00		
01-06-1120	FICA AND MEDICARE	11,462.89	9,150.55	10,101.00		
01-06-1130	RETIREMENT	3,495.98	2,540.59	3,706.00		
01-06-1133	OPEN ACCOUNT-BASEBALL	.00	.00	.00		
01-06-1134	HS SOFTBALL - 18 & UNDER	.00	.00	.00		
01-06-1140	DENTAL INSURANCE	806.00	205.00	.00		
01-06-2120	MEALS, TRAVEL, & TRAINING	380.82	56.59	400.00		400
01-06-2150	UTILITIES	31,975.24	8,772.22	18,000.00		
01-06-2563	VEHICLE FUEL	204.50	353.65	1,000.00		1,000
01-06-2565	VEHICLE REPAIR & MAINT	.00	171.04	500.00		500
01-06-2570	MAINTENANCE & REPAIR	2,756.59	808.56	500.00		500
01-06-2572	SUPPLIES, REP. & MAINT -POOL	19,850.86	23,504.65	20,000.00		
01-06-2573	SUPPLIES, REP. & MAINT. B BALL	3,720.23	5,403.97	3,000.00		3,500
01-06-2574	SUPPLIES, REP. & MAINT - SBALL	2,664.42	3,325.55	3,000.00		3,500
01-06-2575	RECREATION/PROGRAM SUPPLIES	22,875.49	13,377.73	22,250.00		22,250
01-06-2576	OUTBACK ARTS COUNCIL SUPPLIES	16,796.39	5,439.79	17,000.00		17,000
01-06-3100	OFFICE SUPPLIES & PRINTING EX	3,043.77	673.75	3,000.00		3,000
01-06-3280	MISCELLANEOUS	813.12	544.16	2,500.00		500
01-06-3283	MISCELLANEOUS SOFTBALL/BASEBALL	.00	.00	.00		
01-06-3503	LEAGUE/TOURNAMENT FEES BASEB	1,588.88	7,815.64	4,000.00		4,000
01-06-3504	LEAGUE/TOURNAMENT FEES SOFTB	6,665.98	3,331.59	4,000.00		4,000
01-06-4100	CAPITAL OUTLAY	.00	8,000.00	10,000.00		10,000
01-06-4104	CAPITAL OUTLAY - SOFTBALL	.00	.00	.00		
01-06-5030	GRANT/GRANT MATCH	.00	.00	.00		
<b>Total ACTIVITIES:</b>		<b>316,161.61</b>	<b>247,509.99</b>	<b>304,814.00</b>		

*Delete*

*check input file on this*

*Delete*

*Delete*

*Pre-employment  
2,500*

*Tyson -  
Daria -*

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>MISCELLANEOUS EXPENSE</b>						
01-07-1105	SALARIES-OUTBACK EXPRESS	23,455.19	15,719.99	23,037.00		
01-07-1106	SALARIES-HOUSING AUTHORITY	47,402.01	35,583.79	42,478.00		
01-07-1110	EMPLOYEE INSURANCE	15,915.35	10,390.80	17,000.00		
01-07-1120	FICA AND MEDICARE	5,149.35	3,203.76	5,000.00		
01-07-1130	RETIREMENT	1,096.56	767.60	1,151.00		
01-07-1140	DENTAL INSURANCE	.00	.00	.00		
01-07-2150	UTILITIES	15,684.40	5,288.34	13,000.00		
01-07-2560	OUTBACK BUS FUEL	4,651.22	1,512.04	6,500.00		
01-07-2565	VEHICLE REPAIR & MAINT	579.18	3,125.04	1,000.00		2,000
01-07-3280	MISCELLANEOUS	191.00	.00	300.00		300
01-07-3285	MISCELLANEOUS-OUTBACK EXPRES	608.59	7.80	400.00		400
01-07-3286	MISCELLANEOUS-HOUSING AUTHORI	.00	.00	100.00		100
01-07-3500	VA CLINIC	6,207.19	4,267.53	6,000.00		6,000
01-07-3510	VA CONTRACT LABOR	9,600.00	4,800.00	10,000.00		16,000
01-07-3520	VA MAINTENANCE & REPAIR	887.25	911.63	1,500.00		1,500
01-07-3920	FIRE DEPT. SUPPLIES	10,000.00	.00	10,000.00		10,000
01-07-3930	FIREWORKS	10,000.00	.00	10,000.00		10,000
01-07-4100	CAPITAL OUTLAY	.00	.00	.00		
01-07-5020	LONGHORN WALKING PATH GRANT	.00	.00	.00		
01-07-5030	COM CENTER/MCC GRANT	.00	.00	.00		
01-07-5040	COMMUNITY REV GRANT EXP	.00	.00	.00		
01-07-5960	EMERGENCY RESERVE FUND	.00	.00	.00		
01-07-6000	ENDING CASH	.00	.00	.00		
<b>Total MISCELLANEOUS EXPENSE:</b>		<b>151,427.29</b>	<b>85,578.32</b>	<b>147,466.00</b>		

OLD Town

	2016 Budget	2016 YTD	2017 Proposed	2016 Profit YTD
<b>PERSONAL SERVICES</b>				
01-08-1100 Salaries	\$ 106,210.00	\$ 98,549.00	\$ 118,000.00	
01-08-???? Summer program salaries		\$	\$ 15,000.00	
01-08-1110 Employee Insurance	\$ 24,530.00	\$ 14,713.00	\$ 23,000.00	
01-08-1120 FICA & Medicare	\$ 7,896.00	\$ 6,923.00	\$ 8,000.00	
01-08-1130 Retirement	\$ 4,323.00	\$ 1,866.51	\$ 3,700.00	
01-08-1140 Dental Insurance		\$	\$ 1,000.00	
<b>SUPPLIES &amp; MATERIALS</b>				
01-08-3100 Office supplies/printing	\$ 1,000.00	\$ 441.79	\$ 3,500.00	
01-08-3170 Concessions	\$ 3,250.00	\$ 4,309.00	\$ 4,750.00	\$ 5,595.00
01-08-3190 Curation/Exhibits	\$ 4,000.00	\$ 5,179.24	\$ 4,500.00	
01-08-3230 Event Expense	\$ 2,500.00	\$ 3,039.64	\$ 3,000.00	
01-08-3800 Emporium Merchandise	\$ 8,000.00	\$ 13,160.00	\$ 12,000.00	\$ 14,215.43
01-08-???? Summer Programs		\$	\$ 4,500.00	
<b>PURCHASED SERVICES</b>				
01-08-2100 Association Dues & Fees	\$ 1,000.00	\$ 650.00	\$ 800.00	
01-08-2120 Meals, Travel, Training	\$ 150.00	\$ 135.00	\$ 500.00	
01-08-2150 Utilities	\$ 30,000.00	\$ 12,050.00	\$ 22,000.00	
01-08-2560 Vehicle Fuel	\$ 1,500.00	\$ 284.00	\$ 1,000.00	
01-08-2565 Vehicle Repair/Maintenance	\$ 1,000.00	\$ 336.85	\$ 1,000.00	
01-08-2570 Maintenance & Repair	\$ 45,000.00	\$ 23,383.00	\$ 22,500.00	
01-08-3210 Catered Meals	\$ 1,700.00	\$ 7,323.00	\$ 7,500.00	\$ 12,386.00
01-08-3220 Carousel	\$ 500.00	\$ 351.25	\$ 600.00	
01-08-3280 Miscellaneous	\$ 2,500.00	\$ 2,265.51	\$ 2,500.00	
01-08-3840 Emporium Consignments	\$ 7,000.00	\$ 5,677.75	\$ 7,000.00	
01-08-5200 Community Public Relations	\$ 80,000.00	\$ 76,391.00	\$ 80,000.00	paid by lodging tax
<b>CAPITAL OUTLAY</b>				
01-08-4100 Capital Outlay	\$ 15,000.00	\$	\$ 35,000.00	
	\$ 347,059.00	\$ 277,028.54	\$ 381,350.00	

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>OLD TOWN</b>						
01-08-1100	SALARIES	96,275.10	77,621.99	106,210.00		118,000
01-08-1110	EMPLOYEE INSURANCE	26,269.32	12,890.73	24,530.00		
01-08-1120	FICA AND MEDICARE	7,319.76	5,937.81	7,896.00		
01-08-1130	RETIREMENT	1,265.27	1,741.94	4,323.00		
01-08-1140	DENTAL INSURANCE	.00	.00	.00		
01-08-2100	ASSOCIATION DUES & FEES	.00	650.00	1,000.00		800
01-08-2120	MEALS, TRAINING, & TRAINING <i>Travel</i>	.00	.00	150.00		500
01-08-2150	UTILITIES	41,157.46	12,050.83	30,000.00		
01-08-2560	VEHICLE FUEL	870.88	284.40	1,500.00		1,000
01-08-2565	VEHICLE REPAIR & MAINT	957.05	336.85	1,000.00		1,000
01-08-2570	MAINTENANCE & REPAIR	26,201.93	23,383.09	45,000.00		22,500
01-08-3100	OFFICE SUPPLIES & PRINTING EX	1,990.84	441.79	1,000.00		
01-08-3170	CONCESSIONS	3,393.72	2,690.20	3,250.00		
01-08-3180	HORSE EXPENSE	.00	.00	.00		
01-08-3190	CURATION/EXHIBITS	1,452.20	5,179.24	4,000.00		
01-08-3210	CATERED MEALS	4,377.34	7,323.00	1,700.00		
01-08-3220	CAROUSEL	314.81	351.25	500.00		
01-08-3230	EVENT EXPENSE	1,560.36	3,039.64	2,500.00		
01-08-3280	MISCELLANEOUS	2,573.53	2,265.51	2,500.00		
01-08-3800	EMPORIUM MERCHANDISE	12,765.95	10,630.85	8,000.00		12,000
01-08-3840	EMPORIUM CONSIGNMENTS	11,415.96	5,677.75	7,000.00		
01-08-4100	CAPITAL OUTLAY	14,878.00	.00	15,000.00		35,000
01-08-5030	GRANT/GRANT MATCH	.00	.00	.00		
01-08-5200	COMMUNITY PUBLIC RELATIONS	84,318.47	46,611.09	80,000.00		80,000
01-08-5300	TRANS. TO OLD TOWN FUND	.00	.00	.00		
01-08-5400	TRANS. TO AIRPORT FUND	.00	.00	.00		
01-08-5450	TRANS. TO OLD TOWN/LODGING TAX	.00	.00	.00		
01-08-5950	APPROPRIATED RESERVE	.00	.00	.00		
<b>Total OLD TOWN:</b>		<b>339,357.95</b>	<b>219,107.96</b>	<b>347,059.00</b>		

→ MAINTENANCE

Includes Board f/walks museum maintena



Summer Program Salaries  
Summer Programs

15,000  
4,500  
-----  
\$ 19,500.00 -

Possibly from Lodging tax

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	<del>2015-15</del> 2016 Cur Year Estimate	<del>2016-16</del> 2017 Fut Year Budget
<b>LIBRARY</b>						
01-09-1100	SALARIES	75,169.21	54,407.44	76,200.00		
01-09-1110	EMPLOYEE INSURANCE	22,527.33	13,189.99	21,000.00		
01-09-1120	FICA AND MEDICARE	5,685.94	4,135.75	5,825.00		
01-09-1130	RETIREMENT	2,669.83	1,611.41	2,750.00		
01-09-1140	DENTAL INSURANCE	1,003.00	.00	.00		
01-09-2100	ASSOCIATION DUES & FEES	3,000.00	3,034.50	3,000.00		3,100.00
01-09-2120	MEALS, TRAVEL, & TRAINING	153.45	256.19	500.00		500.00
01-09-2150	UTILITIES	11,586.11	3,864.82	12,000.00		
01-09-2570	MAINTENANCE & REPAIR	2,205.73	4,438.18	5,000.00		5,000
01-09-3100	OFFICE SUPPLIES & PRINTING EX	4,540.71	5,199.15	8,000.00		7,000
01-09-3280	MISCELLANEOUS	286.40	.00	600.00		1,000
01-09-3500	NEW BOOK PURCHASE	8,073.88	4,960.92	9,000.00		9,000
01-09-3520	MAGAZINES	726.68	716.07	1,000.00		1,000
01-09-4100	CAPITAL OUTLAY	.00	.00	2,400.00		
01-09-5030	GRANT/GRANT MATCH	.00	.00	3,000.00		4,000.00
<b>Total LIBRARY:</b>		<b>137,628.27</b>	<b>95,814.42</b>	<b>150,275.00</b>		

*Della as a temp.*

*3,100.00  
500.00  
5,000  
7,000  
1,000  
9,000  
1,000  
4,000.00*

*Della -  
Lisa -  
Nick -*

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>WELCOME CENTER</b>						
01-10-1100	SALARIES	42,615.71	29,541.63	31,204.00		
01-10-1110	EMPLOYEE INSURANCE	11,084.57	6,409.66	10,152.00		
01-10-1120	FICA AND MEDICARE	2,413.37	1,683.24	2,387.00		
01-10-1130	RETIREMENT	1,505.13	1,054.81	1,560.00		
01-10-1140	DENTAL INSURANCE	.00	.00	.00		
01-10-2150	UTILITIES	17,214.72	5,613.18	15,000.00		
01-10-2420	FLOWER SUPPLIES	.00	.00	1,500.00		1500
01-10-2570	MAINTENANCE & REPAIR	10,250.90	6,955.73	6,500.00		7000
01-10-3100	OFFICE SUPPLIES & PRINTING EX	.00	.00	.00		
01-10-3280	MISCELLANEOUS	111.43	.00	150.00		100
01-10-4100	CAPITAL OUTLAY	15,000.00	.00	.00		
01-10-5950	APPROPRIATED RESERVE	.00	.00	.00		
<b>Total WELCOME CENTER.</b>		<b>100,195.83</b>	<b>51,258.25</b>	<b>68,453.00</b>		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>BURL COMM/EDUCATION CENTER</b>						
01-11-1100	SALARIES	45,666.49	34,887.16	48,250.00		
01-11-1110	EMPLOYEE INSURANCE	12,247.63	8,787.26	13,750.00		
01-11-1120	FICA AND MEDICARE	3,471.72	2,654.36	3,550.00		
01-11-1130	RETIREMENT	1,487.72	1,600.36	2,300.00		
01-11-1140	DENTAL INSURANCE	670.00	.00	.00		
01-11-2150	UTILITIES	26,868.04	7,901.69	20,000.00		
01-11-2420	LANDSCAPING EXPENSE - <i>check on this</i>	.00	.00	.00		
01-11-2570	MAINTENANCE & REPAIR	12,712.49	10,198.05	15,000.00		15,000
01-11-2580	EQUIPMENT REPAIR & MAINTENANC	368.57	215.20	500.00		500
01-11-2590	CATERED MEALS	16,068.75	10,158.00	20,000.00		20,000 Revenue Covers
01-11-3100	OFFICE SUPPLIES & PRINTING EX	449.86	309.12	.00		5 - Misc Expenses
01-11-3110	KITCHEN EQUIPMENT/SUPPLIES	736.04	592.27	1,000.00		1,000 Activities
01-11-3120	CONFERENCE/MEETING EXPENSES	1,978.01	519.59	2,000.00		2,000
01-11-3280	MISCELLANEOUS	1,264.74	346.71	1,000.00		1,000 -> Misc
01-11-4100	CAPITAL OUTLAY	.00	.00	7,500.00		10,000
01-11-4400	DEVELOPMENT & IMPROVEMENTS	.00	.00	.00		
01-11-5950	APPROPRIATED RESERVE	.00	.00	.00		
<b>Total BURL COMM/EDUCATION CENTER:</b>		<b>123,990.06</b>	<b>78,169.77</b>	<b>134,850.00</b>		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>ECONOMIC DEVELOPMENT</b>						
01-12-1100	SALARIES	21,076.10	14,316.16	21,500.00		
01-12-1110	EMPLOYEE INSURANCE	.00	.00	.00		
01-12-1120	FICA AND MEDICARE	1,612.30	1,095.20	1,650.00		
01-12-1130	RETIREMENT	.00	.00	.00		
01-12-1140	DENTAL INSURANCE	.00	.00	.00		
01-12-2100	ASSOCIATION DUES & FEES	.00	.00	350.00		300
01-12-2120	MEALS, TRAVEL, & TRAINING	81.84	204.94	.00		
01-12-2130	ED BUSINESS DEV & ED TOOLS	137.75	6,825.00	15,000.00		15000
01-12-2150	UTILITIES	1,205.98	424.16	1,200.00		1200
01-12-3100	OFFICE SUPPLIES & PRINTING EX	66.19	82.98	200.00		200
01-12-3120	ED ADVISORY BOARD	57.56	.00	500.00		500
01-12-3280	MISCELLANEOUS	.00	.00	.00		
01-12-3900	ECONOMIC DEVELOPMENT	.00	.00	.00		
01-12-4100	CAPITAL OUTLAY	.00	.00	.00		
01-12-4400	DEVELOPMENT & IMPROVEMENTS	.00	.00	.00		
01-12-5030	GRANT/GRANT MATCH	.00	.00	.00		
01-12-5200	COMMUNITY PUBLIC RELATIONS	1,395.71	.00	.00		
<b>Total ECONOMIC DEVELOPMENT:</b>		<b>25,633.43</b>	<b>22,948.44</b>	<b>40,400.00</b>		

Account Number	Account Title	2016-16 Act. YTD	2016-16 Budget	2016-16 Estimate	2017-17 Proposed
01-13-1100	SALARIES	\$ 24,780.04	\$ 34,900.00	\$ 39,485.64	\$ 43,680.00
01-13-1110	EMPLOYEE INSURANCE		\$ 20,200.00	\$ 20,200.00	\$ 21,300.00
01-13-1120	FICA AND MEDICARE		\$ 2,675.00		
01-13-1130	RETIREMENT		\$ 1,750.00		
01-13-2585	EQUIPMENT	\$ 6,544.37	\$ 18,000.00		\$ 10,500.00
01-13-3100	OFFICE SUPPLIES AND PRINTING EXPENSE:	\$ 447.91	\$ 1,500.00	\$ 447.91	\$ 1,000.00
01-13-1160	CONTRACTED SERVICES	\$ 4,340.50	\$ 24,500.00	\$ 9,700.00	\$ 29,000.00
01-13-2100	ASSOCIATION DUES & FEES	\$ 5.00	\$ 250.00		\$ 500.00
01-13-2120	MEALS, TRAVEL & TRAINING		\$ 1,500.00		\$ 500.00
01-13-2570	MAINTENANCE & REPAIR	\$ 44.79	\$ 1,500.00		\$ 1,000.00
01-13-3280	MISCELLANEOUS	\$ 7.00	\$ 500.00		\$ 500.00
01-13-4100	CAPITAL OUTLAY		\$ 10,000.00		\$ 31,500.00
					<i>22,000</i>
					<i>VoIP Phone System</i>
<b>TOTAL</b>		<b>\$ 36,169.61</b>	<b>\$ 117,275.00</b>	<b>\$ 69,833.55</b>	<b>\$ 139,480.00</b>

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>INFORMATION TECHNOLOGY</b>						
01-13-1100	SALARIES	.00	10,257.34	34,900.00		
01-13-1110	EMPLOYEE INSURANCE	.00	4,570.99	20,200.00		
01-13-1120	FICA AND MEDICARE	.00	784.11	2,675.00		
01-13-1130	RETIREMENT	.00	512.87	1,750.00		
01-13-1160	CONTRACTED SERVICES	.00	4,340.50	24,500.00		
01-13-2100	ASSOCIATION DUES & FEES	.00	5.00	500.00		1,000
01-13-2120	MEALS, TRAVEL, & TRAINING	.00	.00	1,500.00		29,000
01-13-2570	MAINTENANCE & REPAIR	.00	44.79	1,500.00		500
01-13-2585	EQUIPMENT	.00	6,544.37	18,000.00		500
01-13-3100	OFFICE SUPPLIES & PRINTING EX	.00	447.91	1,500.00		1,000
01-13-3280	MISCELLANEOUS	.00	7.00	500.00		500
01-13-4100	CAPITAL OUTLAY	.00	.00	10,000.00		27,000
<b>Total INFORMATION TECHNOLOGY:</b>		<b>.00</b>	<b>27,514.88</b>	<b>117,525.00</b>		
<b>GENERAL FUND Revenue Total:</b>		<b>4,257,580.44</b>	<b>1,515,673.61</b>	<b>3,156,462.00</b>		
<b>GENERAL FUND Expenditure Total:</b>		<b>3,243,703.15</b>	<b>2,134,301.22</b>	<b>3,946,413.00</b>		
<b>Net Total GENERAL FUND:</b>		<b>1,013,877.29</b>	<b>618,627.61-</b>	<b>789,951.00-</b>		

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Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>ELECTRIC FUND</b>						
<b>ELECTRIC FUND</b>						
02-00-8000	BEGINNING CASH	.00	.00	.00		
02-00-8540	Interest	561.96	.00	.00		
02-00-8990	FUEL SURCHARGE	43,990.21	9,779.30	55,000.00		
02-00-9010	ENERGY SALES	4,481,162.06	2,711,196.89	4,700,000.00		
02-00-9020	OTHER SALES	5,225.70	7,445.28	6,000.00		
02-00-9040	PENALTIES ON ACCOUNTS	61,007.27	24,713.25	49,000.00		
02-00-9050	SALES TAX-VENDOR FEE REV	2,206.00	1,460.00	2,500.00		
02-00-9070	ELECTRICAL TAP FEES	90,205.25	60,377.75	35,000.00		
02-00-9080	CONNECT FEES	15,318.61	8,960.00	13,000.00		
02-00-9090	METER DEPOSITS-M'D TO LIABILIT	.00	.00	.00		
02-00-9100	INTEREST INCOME	.00	.00	500.00		
02-00-9500	OTHER INCOME	83,907.00	5,820.40	.00		
02-00-9630	TRANS. FROM WATER & SEWER	.00	.00	.00		
<b>Total ELECTRIC FUND:</b>		<b>4,783,584.06</b>	<b>2,829,752.87</b>	<b>4,861,000.00</b>		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>GENERAL AND ADMINISTRATIVE</b>						
02-21-1100	SALARIES	91,435.50	70,450.58	155,500.00		
02-21-1110	EMPLOYEE INSURANCE	23,297.54	14,120.73	44,500.00		
02-21-1120	FICA AND MEDICARE	6,904.01	5,352.31	12,000.00		
02-21-1130	RETIREMENT	2,874.92	1,890.84	7,850.00		
02-21-1140	DENTAL INSURANCE	843.00	.00	1,000.00		
02-21-2100	ASSOCIATION DUES & FEES	6,477.54	4,114.20	6,000.00		
02-21-2120	MEALS, TRAVEL, & TRAINING	.00	2,856.11	2,000.00		
02-21-2150	UTILITIES	5,756.72	2,410.05	5,000.00		
02-21-3100	OFFICE SUPPLIES & PRINTING EX	1,776.62	4,108.44	2,000.00		
02-21-3280	MISCELLANEOUS	186.83	1,502.78	750.00		
02-21-3400	BAD DEBT	.00	.00	.00		
02-21-5350	TRANS. TO GENERAL FUND	477,697.88	.00	267,355.00		
02-21-5400	TRANS. TO AIRPORT FUND	11,550.00	.00	<u>10,000.00</u>		
02-21-5900	DEPRECIATION	.00	.00	.00		
02-21-5950	APPROPRIATED RESERVE	.00	.00	.00		
<b>Total GENERAL AND ADMINISTRATIVE:</b>		<b>628,800.56</b>	<b>106,806.04</b>	<b>513,955.00</b>		

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Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>ENERGY</b>						
02-22-1100	SALARIES	39,550.12	32,251.46	41,000.00		
02-22-1110	EMPLOYEE INSURANCE	13,725.01	9,587.67	14,700.00		
02-22-1120	FICA	3,027.79	2,467.22	3,150.00		
02-22-1130	RETIREMENT	1,217.51	1,383.92	1,950.00		
02-22-1140	DENTAL INSURANCE	.00	.00	.00		
02-22-2150	UTILITIES	9,096.75	2,016.01	7,500.00		
02-22-2200	WHOLESALE PURCHASE (ENERGY)	2,423,279.27	1,302,847.86	2,775,000.00		
02-22-2250	FUEL SURCHARGE	66,195.68	190,450.91	200,000.00		
02-22-2560	VEHICLE FUEL	.00	5,553.05	.00		
02-22-2565	VEHICLE REPAIR & MAINT	242.87	4,809.08	100.00		
02-22-2570	MAINTENANCE & REPAIR	18,591.54	55,992.90	5,000.00		
02-22-3100	OFFICE SUPPLIES & PRINTING EX	115.74	292.80	150.00		
02-22-3280	MISCELLANEOUS	87.79	.00	100.00		
02-22-4100	CAPITAL OUTLAY	.00	.00	.00		
<b>Total ENERGY:</b>		<b>2,442,738.71</b>	<b>1,607,652.88</b>	<b>3,048,650.00</b>		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>DISTRIBUTION</b>						
02-23-1100	SALARIES	268,475.12	121,097.69	290,000.00		
02-23-1110	EMPLOYEE INSURANCE	71,128.28	26,928.48	68,772.00		
02-23-1120	FICA AND MEDICARE	20,396.08	9,267.06	22,500.00		
02-23-1130	RETIREMENT	11,835.71	4,758.45	14,000.00		
02-23-1140	DENTAL INSURANCE	.00	.00	.00		
02-23-2120	MEALS, TRAVEL, & TRAINING	48.72	52.50	2,200.00		
02-23-2150	UTILITIES	4,764.36	1,068.27	4,000.00		
02-23-2560	VEHICLE FUEL	4,931.22	1,382.76	7,500.00		
02-23-2565	VEHICLE REPAIR & MAINT	7,398.44	2,459.25	5,000.00		
02-23-2570	MAINTENANCE & REPAIR	442,763.10	90,163.66	1,200,000.00		
02-23-3100	OFFICE SUPPLIES & PRINTING EX	.00	.00	100.00		
02-23-3280	MISCELLANEOUS	372.58	.00	1,000.00		
02-23-4100	CAPITAL OUTLAY	78,978.22	.00	75,000.00		
02-23-5950	APPROPRIATED RESERVE	131,601.64	.00	.00		
02-23-6000	ENDING CASH	.00	.00	.00		
<b>Total DISTRIBUTION:</b>		<b>1,042,693.47</b>	<b>257,178.12</b>	<b>1,690,072.00</b>		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>Department: 34</b>						
02-34-5950	Committed To	.00	.00	252,455.00		
Total Department: 34:		.00	.00	252,455.00		
ELECTRIC FUND Revenue Total:		4,783,584.06	2,829,752.67	4,861,000.00		
ELECTRIC FUND Expenditure Total:		4,114,232.74	1,971,637.04	5,505,132.00		
Net Total ELECTRIC FUND:		669,351.32	858,115.63	644,132.00-		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>WATER &amp; SEWER FUND</b>						
<b>WATER &amp; SEWER FUND</b>						
03-00-8000	BEGINNING CASH	.00	.00	.00		
03-00-8001	BEGINNING RESERVE BALANCES	.00	.00	.00		
03-00-8540	Interest	1,197.13	139.10	1,000.00		
03-00-9020	OTHER SALES	51,728.53	6,142.12	2,000.00		
03-00-9040	RENTAL INCOME	.00	.00	.00		
03-00-9050	GRANTS/GIFTS	.00	.00	250,000.00		
03-00-9100	WATER SALES	803,457.81	502,378.25	775,000.00		
03-00-9110	TANK WATER SALES	84.60	136.50	500.00		
03-00-9120	WATER TAP FEES	167,569.00	6,200.00	30,000.00		
03-00-9130	Water Bonds	.00	.00	.00		
03-00-9135	BOND ISSUANCE COSTS	.00	.00	.00		
03-00-9140	SEWER SERVICE	515,923.49	305,554.01	525,000.00		
03-00-9150	SEWER TAP FEES	44,626.99	2,000.00	10,000.00		
03-00-9160	SEWER PROJECT	.00	.00	.00		
03-00-9200	WATER CD INTEREST	.00	.00	.00		
<b>Total WATER &amp; SEWER FUND:</b>		<b>1,584,587.55</b>	<b>822,549.98</b>	<b>1,593,500.00</b>		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>WATER EXPENSES</b>						
03-01-1100	SALARIES	240,534.89	152,236.86	220,000.00		
03-01-1110	EMPLOYEE INSURANCE	49,635.51	29,083.53	46,820.00		
03-01-1120	FICA AND MEDICARE	18,352.19	11,646.94	18,482.00		
03-01-1130	RETIREMENT	9,695.68	6,398.78	12,000.00		
03-01-1140	DENTAL INSURANCE	80.00	.00	.00		
03-01-1170	LEGAL FEES	18,198.71	.00	5,000.00		
03-01-2100	ASSOCIATION DUES & FEES	2,620.00	4,693.85	2,100.00		
03-01-2120	MEALS, TRAVEL, & TRAINING	785.39	744.55	2,250.00		
03-01-2150	UTILITIES	108,736.44	35,856.19	100,000.00		
03-01-2560	VEHICLE FUEL	14,106.45	1,870.70	16,000.00		
03-01-2565	VEHICLE REPAIR & MAINT	10,905.50	2,160.00	7,000.00		
03-01-2570	MAINTENANCE & REPAIR	288,911.94	302,121.59	200,000.00		
03-01-3100	OFFICE SUPPLIES & PRINTING EX	1,938.01	216.92	2,000.00		
03-01-3280	MISCELLANEOUS	518.16	159,493.70	150,500.00		
03-01-3300	BOND DISCOUNT-WATER	.00	.00	.00		
03-01-3320	BOND ISSUANCE COST-WATER	.00	.00	.00		
03-01-3340	INTEREST EXPENSE-WATER	.00	.00	.00		
03-01-3341	INTEREST EXPENSE-REV BONDS	.00	.00	145,000.00		
03-01-3342	PRINCIPLE EXPENSE-REV BONDS	.00	.00	202,457.00		
03-01-3400	BAD DEBT	.00	.00	.00		
03-01-4100	CAPITAL OUTLAY	31,960.35	.00	295,000.00		
03-01-4400	DEVELOPMENT & IMPROVEMENTS	.00	.00	.00		
03-01-5350	TRANS. TO GENERAL FUND	77,343.75	.00	87,643.00		
03-01-5400	TRANS. TO AIRPORT FUND	2,291.74	.00	.00		
03-01-5450	TRANS. TO ELECTRIC FUND	.00	.00	.00		
03-01-5900	DEPRECIATION - WATER	.00	.00	.00		
03-01-5950	APPROPRIATED RESERVE	.00	.00	.00		
03-01-6000	ENDING CASH	.00	.00	.00		
<b>Total WATER EXPENSES:</b>		<b>876,614.71</b>	<b>706,523.61</b>	<b>1,512,252.00</b>		

→ look into this then why over 500

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Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>SEWER EXPENSES</b>						
03-02-1100	SALARIES	.00	.00	30,000.00		
03-02-1101	BENEFITS	96.96	.00	.00		
03-02-1110	EMPLOYEE INSURANCE	.00	.00	6,100.00		
03-02-1120	FICA AND MEDICARE	.00	.00	3,600.00		
03-02-2100	ASSOCIATION DUES & FEES	1,620.00	1,395.00	2,000.00		2,000
03-02-2150	SEWER UTILITIES	79,185.97	31,541.48	72,000.00		
03-02-2560	VEHICLE FUEL	.00	.00	.00		
03-02-2565	VEHICLE REPAIR & MAINT	.00	921.10	.00		
03-02-2570	SEWER MAINTENANCE & REPAIR	26,561.51	8,596.01	20,000.00		
03-02-3280	MISCELLANEOUS	.00	.00	.00		
03-02-3300	Legal Fees	11,554.79	1,721.60	<del>.00</del>		
03-02-3340	INTEREST EXPENSE-SEWER	.00	.00	.00		
03-02-3400	BAD DEBT	.00	.00	.00		
03-02-4100	SEWER CAPITAL OUTLAY	.00	.00	.00		
03-02-4400	SW DEVELOPMENT & IMPROVEMENT	.00	1,800.00	<del>.00</del>		
03-02-4500	SEWER LOAN PAYABLE	.00	.00	.00		
03-02-4550	INTEREST EXPENSE	.00	.00	.00		
03-02-5350	TRANS. TO GENERAL FUND	.00	.00	<del>.00</del>		
03-02-5400	TRANS. TO AIRPORT FUND	.00	.00	.00		
03-02-5900	DEPRECIATION - SEWER	.00	.00	.00		
<b>Total SEWER EXPENSES:</b>		<b>119,019.23</b>	<b>45,975.19</b>	<b>133,700.00</b>		
<b>WATER &amp; SEWER FUND Revenue Total:</b>		<b>1,584,587.55</b>	<b>822,549.98</b>	<b>1,593,500.00</b>		
<b>WATER &amp; SEWER FUND Expenditure Total:</b>		<b>995,633.94</b>	<b>752,498.80</b>	<b>1,645,952.00</b>		
<b>Net Total WATER &amp; SEWER FUND:</b>		<b>588,953.61</b>	<b>70,051.18</b>	<b>52,452.00</b>		

→ Wrong account

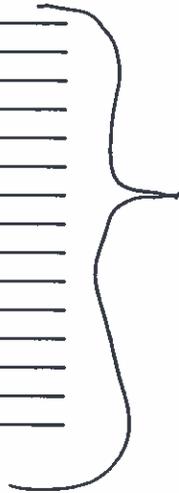
Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>SOLID WASTE ENTERPRISE FUND</b>						
<b>SOLID WASTE ENTERPRISE FUND</b>						
05-00-8000	BEGINNING CASH	.00	.00	.00		
05-00-9010	TRASH RECEIPTS	341,246.56	201,675.65	370,000.00		
05-00-9011	TIPPING FEE	101,800.92	63,592.63	100,000.00		
05-00-9650	TRANSFER FROM GEN. FUND	.00	.00	.00		
<b>Total SOLID WASTE ENTERPRISE FUND:</b>		<b>443,047.48</b>	<b>265,268.28</b>	<b>470,000.00</b>		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>SOLID WASTE EXPENSES</b>						
05-01-3230	PAYMENTS TO TRIPLE H	292,627.54	209,060.24	340,000.00		
05-01-3240	TIP FEE PYMTS TRIPLE H	85,461.61	66,807.26	90,000.00		
05-01-3400	BAD DEBT	.00	.00	.00		
05-01-5350	CHARGES FOR BILLING (TRF REV)	28,537.59	.00	34,125.00		
05-01-5950	APPROPRIATED RESERVE	.00	.00	.00		
05-01-6000	ENDING CASH	.00	.00	.00		
<b>Total SOLID WASTE EXPENSES:</b>		<b>406,626.74</b>	<b>275,867.50</b>	<b>464,125.00</b>		
<b>SOLID WASTE ENTERPRISE FUND Revenue Total:</b>		<b>443,047.48</b>	<b>265,268.28</b>	<b>470,000.00</b>		
<b>SOLID WASTE ENTERPRISE FUND Expenditure Total:</b>		<b>406,626.74</b>	<b>275,867.50</b>	<b>464,125.00</b>		
<b>Net Total SOLID WASTE ENTERPRISE FUND:</b>		<b>36,420.74</b>	<b>10,599.22-</b>	<b>5,875.00</b>		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>CONS. TRUST SPECIAL REV. FUND</b>						
<b>CONS. TRUST SPECIAL REV. FUND</b>						
06-00-8000	BEGINNING CASH	.00	.00	.00		
06-00-8460	LOTTERY RECEIPTS	29,781.45	.00	40,000.00		<u>40,000</u>
06-00-8540	INTEREST	126.14	.00	100.00		<u>100.00</u>
<b>Total CONS. TRUST SPECIAL REV. FUND:</b>		<u>29,907.59</u>	<u>.00</u>	<u>40,100.00</u>		<u>40,100</u>

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>CONSERVATION TRUST EXPENSES</b>						
06-01-2570	MAINTENANCE & REPAIR (130)	.00	.00	.00		
06-01-3280	MISCELLANEOUS	83.94	.00	100.00		1.00
06-01-4100	CAPITAL OUTLAY (110)	.00	.00	.00		
06-01-4400	DEVELOPMNT & IMPROVEMENTS(120)	.00	.00	.00		
06-01-5280	TRANS. TO GENERAL FUND	25,569.10	.00	40,000.00		40,000.00
06-01-5300	TRANS. TO OLD TOWN FUND	.00	.00	.00		
06-01-5950	APPROPRIATED RESERVE	.00	.00	.00		
06-01-6000	ENDING CASH	.00	.00	.00		
<b>Total CONSERVATION TRUST EXPENSES:</b>		<b>25,653.04</b>	<b>.00</b>	<b>40,100.00</b>		
<b>CONS. TRUST SPECIAL REV. FUND Revenue Total:</b>		<b>29,907.59</b>	<b>.00</b>	<b>40,100.00</b>		
<b>CONS. TRUST SPECIAL REV. FUND Expenditure Total:</b>		<b>25,653.04</b>	<b>.00</b>	<b>40,100.00</b>		
<b>Net Total CONS. TRUST SPECIAL REV. FUND:</b>		<b>4,254.55</b>	<b>.00</b>	<b>.00</b>		

Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>AIRPORT FUND</b>						
<b>AIRPORT FUND</b>						
07-00-8000	BEGINNING CASH	.00	.00	.00		
07-00-8001	BEGINNING RESERVE BALANCES	.00	.00	.00		
07-00-8500	SALE OF ASSETS	.00	.00	.00		
07-00-8540	INTEREST	16.00	.00	20.00		
07-00-8620	TRANS. FROM ELECTRICAL FUND	11,550.00	.00	10,000.00		
07-00-8630	TRANS. FROM WATER & SEWER	2,291.74	.00	.00		
07-00-8640	TRANSFER FROM GF	.00	.00	.00		
07-00-9050	SALES TAX-VENDOR FEE REV	156.00	99.00	100.00		
07-00-9170	AIRPORT - RENTAL INCOME	14,965.00	11,705.00	16,100.00		
07-00-9180	AIRPORT - FUEL SALES	245,492.88	80,921.91	210,000.00		
07-00-9190	AIRPORT-CROP SHARE RENTAL	.00	18,000.00	18,000.00		
07-00-9260	UTILITY REIMB	.00	.00	.00		
07-00-9270	GRANTS/GIFTS	110,989.32	.00	150,000.00		
07-00-9300	KIT CARSON COUNTY	11,000.00	8,000.00	12,000.00		
07-00-9650	TRANSFER FROM GEN. FUND	.00	.00	.00		
<b>Total AIRPORT FUND:</b>		<b>396,460.94</b>	<b>118,725.91</b>	<b>416,220.00</b>		



Account Number	Account Title	2015-15 Pri Year Actual	01/16-09/16 Cur YTD Actual	2016-16 Cur Year Budget	2015-15 Cur Year Estimate	2016-16 Fut Year Budget
<b>AIRPORT EXPENSES</b>						
07-01-1100	SALARIES	.00	.00	.00		
07-01-1110	EMPLOYEE INSURANCE	.00	.00	.00		
07-01-1120	FICA AND MEDICARE	.00	.00	.00		
07-01-1140	DENTAL INSURANCE	.00	.00	.00		
07-01-1180	CONTRACT LABOR	36,431.25	24,000.00	36,000.00		
07-01-2070	OTHER INSURANCE	2,000.00	2,000.00	2,000.00		
07-01-2100	ASSOCIATION DUES & FEES	185.00	.00	250.00		
07-01-2120	MEALS, TRAVEL, & TRAINING	.00	.00	.00		
07-01-2150	UTILITIES	17,713.93	7,640.45	15,000.00		
07-01-2560	VEHICLE FUEL	717.00	.00	1,000.00		
07-01-2565	VEHICLE REPAIR & MAINT	1,221.35	36.54	3,000.00		
07-01-2570	MAINTENANCE & REPAIR	107,122.90	208,899.27	30,000.00		
07-01-3100	OFFICE SUPPLIES & PRINTING EX	144.29	720.25	200.00		
07-01-3130	FUEL PURCHASED	188,070.45	.00	160,000.00		
07-01-3280	MISCELLANEOUS	1,072.37	297.87	250.00		
07-01-4100	CAPITAL OUTLAY	.00	.00	.00		
07-01-5030	GRANT/GRANT MATCH	56,331.33	28,444.57	150,000.00		
07-01-5100	SALES TAX	4,641.00	2,936.00	3,000.00		
07-01-5900	DEPRECIATION	.00	.00	.00		
07-01-5940	DEBT SERVICE	.00	.00	.00		
07-01-5950	APPROPRIATED RESERVE	.00	.00	.00		
07-01-6000	ENDING CASH	.00	.00	.00		
<b>Total AIRPORT EXPENSES:</b>		<b>415,650.87</b>	<b>274,974.95</b>	<b>400,700.00</b>		
<b>AIRPORT FUND Revenue Total:</b>		<b>396,460.94</b>	<b>118,725.91</b>	<b>416,220.00</b>		
<b>AIRPORT FUND Expenditure Total:</b>		<b>415,650.87</b>	<b>274,974.95</b>	<b>400,700.00</b>		
<b>Net Total AIRPORT FUND:</b>		<b>19,189.93-</b>	<b>156,249.04-</b>	<b>15,520.00</b>		
<b>Net Grand Totals:</b>		<b>2,293,667.58</b>	<b>142,691.14</b>	<b>1,465,140.00-</b>		



Report Criteria:

- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Page and Total by Department
- All Segments Tested for Total Breaks



**COLORADO**  
Department of Local Affairs  
Division of Local Government

September 12, 2016

Dale Franklin, Mayor  
City of Burlington  
415 15th Street  
Burlington, Colorado 80807

RE: EIAF #9091 - Burlington Nitrate Reduction

Dear Mayor Franklin:

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

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

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

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

If you have any questions about these grant packet documents or the contract execution process, please contact your Regional Manager, Greg Etl, (970) 521-2414, (greg.etl@state.co.us) or me at (303) 864-7898.

Sincerely,

John L. Murphy, J.D., M.A.  
Contracts Coordinator  
Department of Local Affairs

Enclosures



## RETURN ROUTING MEMORANDUM

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**TO:** Hannah Cichocki  
**THROUGH:** James Bradley, City Manager, City of Burlington  
**FROM:** John L. Murphy  
**DATE:** September 12, 2016  
**RE:** Contract Approvals

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### FOR FINAL APPROVAL ROUTING:

RE: EIAF #9091 - Burlington Nitrate Reduction

### GRANTEE CHECKLIST:

- the main Grant Agreement is signed by an authorized signator (original signatures only; no photocopies, stamped or e-signatures)
  - signed by County Chief Elected Official, City/Town Mayor, or District Board President/Chair
  - signed by Other
  - documentation of authority to sign is enclosed
  
- the correct number of originals are attached
  - one (1) signed original for the State
  - one (1) signed original for return to the Grantee
  
- documents being sent back to the State must be addressed to:

Department of Local Affairs  
ATTENTION: Hannah Cichocki  
1313 Sherman Street, Room 521  
Denver, CO 80203
  
- you have sent an email to the State ([hannah.cichocki@state.co.us](mailto:hannah.cichocki@state.co.us)) indicating the date the hard copy will be/has been posted for return to State



**EXHIBIT G – Sample OPTION LETTER**

**OPTION LETTER**

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

**1) OPTIONS:** Choose all applicable options listed in §1 and in §2

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

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

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

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
 Irv Halter, Executive Director

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

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
 Janet Miks, CPA, Controller Delegate

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

**GRANT AGREEMENT**

**Between**

**STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS**

**And**

**CITY OF BURLINGTON**

**Summary**

Award Amount: 2,000,000.00

**Identification #s:**

Encumbrance #: F17S9091 (DOLA's primary identification #)  
Contract Management System #: 94020 (State of Colorado's tracking #)

**Project Information:**

Project/Award Number: EIAF 9091  
Project Name: Burlington Nitrate Reduction  
Performance Period: Start Date: \_\_\_\_\_ End Date: 8/31/2018  
Brief Description of Project / Assistance: The Project consists of constructing a centralized blending system to connect two (2) extra-territorial, low nitrate wells, which were purchased in 2014, and six (6) existing wells to a central location in the City of Burlington.

**Program & Funding Information:**

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

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**1. PARTIES**

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

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

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

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

### 3. RECITALS

#### A. Authority, Appropriation, and Approval

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

#### B. Consideration

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

#### C. Purpose

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

#### D. References

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

### 4. DEFINITIONS

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

#### A. Budget

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

#### B. Closeout Certification

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

#### C. Evaluation

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

#### D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

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

#### E. Goods

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

#### F. Grant

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

#### G. Grant Funds

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

#### H. Party or Parties

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

#### I. Pay Request(s)

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

#### J. Pre-agreement costs

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

#### K. Project

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

**L. Project Closeout**

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

**M. Program**

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

**N. Review**

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

**O. Services**

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

**P. Status Report(s)**

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

**Q. Subcontractor**

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

**R. Subgrantee**

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

**S. Subject Property**

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

**T. Substantial Progress in the Work**

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

**U. Work**

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

**V. Work Product**

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

**5. TERM**

**A. Initial Term-Work Commencement**

Unless otherwise permitted in §2 above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on August 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**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

### B. Goods and Services

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

### C. Employees

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

## 7. PAYMENTS TO GRANTEE

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

### A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is \$2,000,000.00 (TWO MILLION and XX/100 DOLLARS), as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

### B. Payment

#### i. Advance, Interim and Final Payments

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

#### ii. Interest

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

#### iii. Available Funds-Contingency-Termination

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

#### iv. Erroneous Payments

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

### C. Use of Funds

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

**i. Budget Line Item Adjustments.**

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

**D. Matching/Leveraged Funds**

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

**8. REPORTING - NOTIFICATION**

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

**A. Performance, Progress, Personnel, and Funds**

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

**B. Litigation Reporting**

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

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

*[Not applicable if Grant Funds include any federal funds]*

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

**D. Noncompliance**

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

**E. Subgrants/Subcontracts**

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

**9. GRANTEE RECORDS**

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

**A. Maintenance**

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

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

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

**B. Inspection**

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

**C. Monitoring**

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

**D. Final Audit Report**

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

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

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

**A. Confidentiality**

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

**B. Notification**

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

**C. Use, Security, and Retention**

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

**D. Disclosure-Liability**

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

## **11. CONFLICTS OF INTEREST**

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

## **12. REPRESENTATIONS AND WARRANTIES**

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

### **A. Standard and Manner of Performance**

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

### **B. Legal Authority – Grantee and Grantee's Signatory**

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

### **C. Licenses, Permits, Etc.**

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

## **13. INSURANCE**

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

### **A. Grantee**

#### **i. Public Entities**

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

**ii. Non-Public Entities**

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

**B. Grantees, Subgrantees and Subcontractors**

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

**i. Workers' Compensation**

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

**ii. General Liability**

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

**iii. Automobile Liability**

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

**iv. Malpractice/Professional Liability Insurance**

This section  shall |  shall not apply to this Grant.

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

**v. Umbrella Liability Insurance**

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

**vi. Property Insurance**

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

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

**vii. Flood Insurance**

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

**viii. Builder's Risk Insurance**

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

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

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

**ix. Pollution Liability Insurance**

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

**C. Miscellaneous Insurance Provisions**

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

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

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

iv. **Additional Insured**

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

v. **Primacy of Coverage**

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

vi. **Cancellation**

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

vii. **Subrogation Waiver**

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

**D. Certificates**

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

**14. BREACH**

**A. Defined**

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

**B. Notice and Cure Period**

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

**15. REMEDIES**

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

**A. Termination for Cause and/or Breach**

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

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

**i. Obligations and Rights**

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

**ii. Payments**

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

**iii. Damages and Withholding**

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

**B. Early Termination in the Public Interest**

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

**i. Method and Content**

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

**ii. Obligations and Rights**

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

**iii. Payments**

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

**C. Termination for No Substantial Progress in the Work**

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

**i. Obligations and Rights**

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

**ii. Payments**

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

**iii. Damages and Withholding**

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

**D. Remedies Not Involving Termination**

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

**i. Suspend Performance**

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

**ii. Withhold Payment**

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

**iii. Deny Payment**

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

**iv. Removal**

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

**v. Intellectual Property**

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

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

**16. NOTICES and REPRESENTATIVES**

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

**A. State:**

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

**B. Grantee:**

Dale Franklin, Mayor  
City of Burlington  
415 15<sup>th</sup> Street  
Burlington, Colorado 80807  
Email: [dale.franklin@burlingtoncolo.com](mailto:dale.franklin@burlingtoncolo.com)

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

This section  shall |  shall not apply to this Grant.

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

**18. GOVERNMENTAL IMMUNITY**

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

**19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

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

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

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

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

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

### 20. RESTRICTION ON PUBLIC BENEFITS

This section  shall |  shall not apply to this Grant.

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

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

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

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

### 21. GENERAL PROVISIONS

#### A. Assignment and Subgrants

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

#### B. Binding Effect

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

#### C. Captions

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

#### D. Counterparts

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

**E. Entire Understanding**

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

**F. Indemnification-General**

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

**G. Jurisdiction and Venue**

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

**H. Applicable Laws**

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

**I. Use Covenants**

This section  shall |  shall not apply to this Grant:

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

**J. Modification**

**i. By the Parties**

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

**a) Approval by Division Director**

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

**b) Approval by DOLA Controller**

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

**ii. By Operation of Law**

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

**K. Order of Precedence**

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

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

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

**L. Severability**

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

**M. Survival of Certain Grant Terms**

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

**N. Taxes**

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

**O. Third Party Beneficiaries**

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

**P. Waiver**

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

**Q. CORA Disclosure**

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

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## 22. COLORADO SPECIAL PROVISIONS

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

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

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

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

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

**iii. GOVERNMENTAL IMMUNITY.**

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

**iv. INDEPENDENT CONTRACTOR**

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

**v. COMPLIANCE WITH LAW.**

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

**vi. CHOICE OF LAW.**

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

**vii. BINDING ARBITRATION PROHIBITED.**

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

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

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

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

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

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

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

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

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

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

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

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

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

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

<p style="text-align: center;"><b>GRANTEE CITY OF BURLINGTON</b></p> <p>By: <u>Dale Franzen</u> Name of Authorized Individual (print)</p> <p>Title: <u>Mayor</u> Official Title of Authorized Individual</p> <p><u>Dale Franzen</u> *Signature</p> <p>Date: <u>10/6/16</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</b></p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;"><b>PRE-APPROVED FORM CONTRACT REVIEWER</b></p> <p>By: _____ Stacy Romero, State Grants Manager</p> <p>Date: _____</p>
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**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**

By: \_\_\_\_\_  
Janet Miks, CPA, Controller Delegate

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

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  
CITY OF BURLINGTON**

**STATE OF COLORADO  
John W. Hickenlooper, GOVERNOR  
DEPARTMENT OF LOCAL AFFAIRS**

By: DALE FRANKLIN  
Name of Authorized Individual (print)

By: \_\_\_\_\_  
Irv Halter, Executive Director

Title: MAYOR  
Official Title of Authorized Individual

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

Dale Franklin  
\*Signature

Date: 10/6/16

**PRE-APPROVED FORM CONTRACT REVIEWER**

By: \_\_\_\_\_  
Stacy Romero, State Grants Manager

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

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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**STATE CONTROLLER  
Robert Jaros, CPA**

By: \_\_\_\_\_  
Janet Miks, CPA, Controller Delegate

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

## EXHIBIT B – SCOPE OF PROJECT (SOP)

### 1. PURPOSE

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

### 2. DESCRIPTION OF THE PROJECT(S) AND WORK

**2.1. Project Description.** The Project consists of constructing a centralized blending system to connect two (2) extra-territorial, low nitrate wells, which were purchased in 2014, and six (6) existing wells to a central location in the City of Burlington.

**2.2. Work Description.** The City of Burlington (Grantee) will contract for the construction of a centralized blending system to connect two (2) extra-territorial, low nitrate wells, which were purchased in 2014, and six (6) existing wells to a central location in the City of Burlington. The Project shall include transmission mains from the various wells to the blending plant, a ground storage tank, a computerized control system tied to each well, rehabilitation service (including appropriate pumps, electrical, piping, chlorinator, re-drilling of the existing well and control modifications to each configuration as needed) at each of the wells in order to maximum the capacity as adjudicated, and distribution system upgrades (est. 2,500' of 8" PVC) in order to better circulate blended water throughout the internal system. Grantee will own all improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

**2.2.1.** A contract for the purchase or acquisition of materials, equipment, or vehicles shall be awarded by Grantee to a qualified vendor or firm through a competitive selection process with the Grantee being obligated to award the contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

**2.2.2.** During a period of ten (10) years following the date of closeout of the Project by the State, the Grantee may not change the use or planned use of the property. If the Grantee decides to change the use of the property to a use which the State determines does not qualify in meeting the original intent of the Project, the Grantee must reimburse to the State an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non Energy Impact funds for acquisition of and improvements to, the property. At the end of the ten (10) year period following the date of completion and thereafter, no State restrictions on use of the property shall be in effect.

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

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

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

**2.5. Eligible Expenses.** Eligible expenses shall include: the construction of a centralized blending system to connecting two (2) extra-territorial, low nitrate wells, which were purchased in 2014, and six (6) existing wells to a central location in the City of Burlington. The entire Project will include transmission mains from the various wells to the 65'x81' blending plant structure, a 65'x65' storage tank, a computerized control system tied to each well, rehabilitation service (including appropriate pumps, electrical, piping, chlorinator, re-drill of existing well and control modifications to each or some configuration) at each of the wells in order to maximum the capacity as adjudicated, and distribution system upgrades (est. 2,500' of 8" PVC) in order to better circulate blended water throughout the internal system.

### 3. DEFINITIONS

- 3.1. “Cumulative Budgetary Line Item Changes” means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this Exhibit B.
- 3.2. Project Budget Line Items.
  - 3.2.1. “Architectural/Engineering Services” means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney’s fees.
  - 3.2.2. “Building or Facility Construction” means labor and materials costs, bond and insurance costs, bid advertisements, purchase and erection of pre-engineered buildings, and attorney’s fees.
  - 3.2.3. “Construction/Improvement of Public Utilities” means labor and materials costs, bond and insurance costs, bid advertisements, attorney’s fees, and right-of-way acquisition costs.
- 3.3. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

**4. DELIVERABLES**

- 4.1. **Outcome.** The final outcome of this Grant is a water treatment system for the City of Burlington that provides safe water to residents and that is in compliance with CDPHE regulations.
- 4.2. **Service Area.** The performance of the Work described within this Grant shall be located in City of Burlington, Colorado.
- 4.3. **Performance Measures.** Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	Within 90 days after the Effective Date of this Grant Agreement.
Provide DOLA with Project Timeline	Within 120 days after the Effective Date of the subcontract(s).
Begin work/Contractor mobilization.	Within 180 days after the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	November 29, 2018

- 4.4. **Budget Line Item Adjustments.**
  - 4.4.1. Grantee may request that DOLA move Grant Funds between and among budget line items, so long as the total amount of Grant Funds remains unchanged. To make such budget line item changes, DOLA will use an Option Letter (Exhibit G).
  - 4.4.2. Grantee may increase or decrease the amount of any one or any combination of budget line items of “Other Funds” as described in §6.1, or move funds between and among budget line items of such “Other Funds,” so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.1 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.
- 4.5. **Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the

submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

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

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request	Status Report
3 <sup>rd</sup> (Jul-Sep)	2016	October 30, 2016	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2016	January 30, 2017	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2017	April 30, 2017	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2017	July 30, 2017	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2017	October 30, 2017	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2017	January 30, 2018	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2018	April 30, 2018	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2018	July 30, 2018	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2018	October 30, 2018	Yes	Yes

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

**5. PERSONNEL**

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

5.2. **Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of **James Bradley, City Manager (james.bradley@burlingtoncolo.com)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

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

5.4. **DLG Regional Manager:** Greg Etl. (970) 521-2414, (greg.etl@state.co.us)

5.5. **DLG Regional Assistant:** Robert Thompson, (970) 679-4503, (robert.thompson@state.co.us)

**6. FUNDING**

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

**6.1. Matching/Other Funds.** Grantee shall provide at least 55% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Grant Agreement and/or **Exhibit B**.

**6.2. Budget**

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Architectural/Engineering Services	\$558,230	\$0	\$558,230	Grantee
Building or Facility Construction	\$1,286,544	\$643,272	\$643,272	Grantee
Construction/Improvement of Public Utilities	\$2,628,226	\$1,356,728	\$1,271,498	Grantee
<b>Total</b>	<b>\$4,473,000</b>	<b>\$2,000,000</b>	<b>\$2,473,000</b>	

**7. PAYMENT**

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

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

Payment	Amount	
Interim Payment(s)	\$1,900,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$100,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$2,000,000</b>	

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

**8. ADMINISTRATIVE REQUIREMENTS**

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

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this **Exhibit B**.

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

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

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

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

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

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

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

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

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

**9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee’s specifications.

**9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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## **Lease Agreement**

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this 29th day of September, 2016, by and between The City of Burlington, Colorado, a Colorado Home Rule City, (hereinafter referred to as "Landlord") and Patricia Jo Stone Attorneys AT Law (hereinafter referred to as "Tenant").

### **WITNESSETH:**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Kit Carson County, Colorado, such real property having a street address of 1394 Webster, Burlington, CO 80807 (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of one (2) year, such term beginning on November 1<sup>st</sup>, 2016, and ending at 12 o'clock midnight on November 30<sup>st</sup>, 2018.
2. **RENT.** The total rent for the term hereof is the sum of Four hundred – fifty DOLLARS (\$450.00) payable on the first day of each month. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of Four hundred – fifty DOLLARS (\$450.00) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant, as a business. Tenant shall not allow any other person or business to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - (c) Not obstruct or cover the windows or doors;
  - (d) Not leave windows or doors in an open position during any inclement weather;
  - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
  - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
  - (g) Keep all air conditioning filters clean and free from dirt;
  - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
  - (i) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to

display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
17. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
18. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
19. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
20. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Twenty-five DOLLARS (\$25.00).
21. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
22. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

23. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
24. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.
25. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
26. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
27. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
28. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
29. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
30. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
31. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:  
 If to Landlord to:  
 City of Burlington, 415 15<sup>th</sup> Street, Burlington, CO 80807  
 If to Tenant to:  
 Patricia Jo Stone Attorneys At Law, 19751 E. Main street, Suite 200, Parker, CO 80138  
 Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.
33. **ADDITIONAL PROVISIONS; DISCLOSURES.**  
NONE

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Patricia Jo Stone, Tenant Date

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Mayor Dale Franklin on behalf of City of Burlington, Landlord Date

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Attested to by Shelly Clark, City of Burlington, City Clerk Date



340 S. 14<sup>th</sup> St Burlington, CO 80807 Tel:(719) 346-8918 Fax:(719) 346-8982 tyson.weisshaar@burlingtoncolo.com

## Burlington Activities Department

October 3, 2016

As I have mentioned in the past, we have some major issues with our current wireless microphone system and with our projectors in the conference hall. These issues are really starting to have an impact on our renters. If we don't fix these problems, I think we will start to see less rentals of the community center, as many have come to know what accommodations we typically have available.

For the 2016 fiscal year, we budgeted \$7,500 in capital outlay. This was originally set back to purchase a floor scrubber. I believe that we need to reallocate this to fix our current issues with our equipment for the conference hall. I have talked with Suzy about the projectors and she has found what should work. The cost for one projector is around \$1,369. We would need to purchase two making the total around \$2,738.

I also have included the estimated cost to fix our wireless microphone system from DK Audio Video from a bid back in March. This cost is around \$4,352.30 + shipping. The total estimated cost to fix our current problems would be around \$7,090.30 + shipping. If we can reallocate the \$7,500 for the floor scrubber, I believe this would benefit the facility more at this time.

On another note, Outback Arts Council has the opportunity to bring back Link Union. They performed last spring as our closing concert for the 2015-16 season and we had a great turnout. They will be traveling through and called to see if maybe we would want to bring them in for a concert on Wednesday, October 26. Normally the performance fee would be around \$4,000-\$5,000. However, we can get them for \$2,000 (\$1,500 performance + \$500 travel). The 2016 budget for Outback Arts Council is \$17,000 and without this concert, we are going to finish the year around \$14,200. If you approve this return performance, the Outback Arts Council plans on making this a free-will donation concert which would help out with revenue. We need to move on this if we are going to offer it so that we can get advertising done. They have already sent me posters and a bio to get into the paper, but we are fast approaching the end of October.

The Outback Arts Council has also selected the next three concerts for the 2017-18 season. The contract is attached for your approval.

**Lucas Lafferty, Owner**  
(719) 505-2861  
Lucas@DKAudioVideo.com

**DK AUDIO  
VIDEO**  
www.DKAudioVideo.com

**Dan Keller, Owner**  
(785) 443-5220  
Dan@DKAudioVideo.com

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*Proposal To*  
**Tyson Weisshaar**  
*For:*  
**Burlington Community Building**  
*March 10, 2016*  
*1.0*

**Supporting only the world leaders in steerable sound.**

### ROOM 1

### Scope

#### WIRELESS SYSTEM

QTY	DESCRIPTION	TOTAL PRICE
2	Audio Technica ATW-3141BI 3000 Series Wireless System	\$1,098.00
2	Audio Technica ATW-3131BI 3000 Series Wireless System	\$1,098.00
2	Audio Technica AT8630 Rack-mount Joining-plate Kit	\$62.00
1	Audio Technica AEW-DA550C Antenna Distribution System	\$997.00
1	Audio Technica ATW-A49 UHF Wide-band LPDA Antennas	\$459.00
1	DK Audio Video Labor General Labor	\$350.00
1	DK Audio Video Milage	\$85.00

Sub-Totals

$$\begin{array}{r}
 4,149 \\
 203.30 \\
 \hline
 4,352.30
 \end{array}$$
\$4,149.00  
 $\times 4.9\% \text{ sales tax}$   
 + SHIPPING

#### LOBBY SPEAKER SYSTEM

QTY	DESCRIPTION	TOTAL PRICE
8	Martin Audio CDD6TX-WR Ultra-compact, CDD™ passive two-way system Coaxial Differential Dispersion™ technology Elegant UPM Formi composite enclosure Outdoor operation when sheltered from direct exposure to elements	\$3,199.60
8	Martin Audio CDD CB6W Mounting Bracket for CDD6TX	\$572.40

6	EAW CIS400 White	\$947.70
1	Ashly pema 4125.70 pema Network Power Amp 4 x 125W at 70V Constant Voltage with 8x8 Proteo DSP	\$2,665.00
1	West Penn Wire CC2418GY0500 2/C 18 GAUGE + 2 PAIRR24 GAUGE PVC	\$399.99
1	DK Audio Video Labor General Labor	\$2,500.00
Sub-Totals		\$10,284.69

## CONFERENCE ROOM PROJECTION

QTY	DESCRIPTION	TOTAL PRICE
2	Hitachi 5000 Lumen 5000 Lumen Projector WUXGA Or latest Model	\$10,829.70
2	MilesTek HDMI Balun HDMI over single CAT5e Balun system	\$699.98
1	Whirlwind WCAT5E CAT5e bulk cable, tactical	\$299.00
2	FSR HD-HPCWP-TX 100 Meter 2-Gang Decora Wall Plate	\$1,399.98
2	FSR HD-H-SP-Rx Slim Pack - 100m HDBaseT Rx - HDMI, Serial, IRTx & Rx, Net, POE Extender	\$699.98
1	DK Audio Video Labor General Labor	\$2,000.00
Sub-Totals		\$15,928.64
Room 1 Subtotal		\$30,362.33

## PROJECT SUMMARY

**Financial**

Payment Schedule	EQUIPMENT	\$30,362.33
To be determined	4.9% SALES TAX - EQUIPMENT	\$1,487.75
	SHIPPING	\$305.00
	INSTALLATION	\$0.00
	SUPERVISION	\$0.00
	ENGINEERING	\$0.00
	PROGRAMMING	\$0.00
	<b>PROJECT TOTAL</b>	<b>\$32,155.08</b>

**Terms**

80% of Total Due on acceptance of bid. Remaining 20% due upon completion of job.

Please make check out to:

DK AUDIO VIDEO

3828 Vaquero Circle South, Colorado Springs, CO 80918

**ACCEPTANCE**

TYSON WEISSHAAR

SIGNED

DATE

PRINT NAME

TITLE

DK AUDIO VIDEO

SIGNED

DATE

PRINT NAME

TITLE

# Performance Contract



# LINK UNION



This Agreement is for the services of Music and/or Entertainment between Link Union and the Host/Purchaser as shown below: **CONTRACT #2016-FB-64**

<b>EVENT DATE</b>	Wednesday, October 26 (2016) (Event Time: 7:00-8:30 PM)	<b>DETAILS</b>	Performance: 1.5 Hour (15-20 Minute Intermission)
<b>PURCHASER</b>	CITY OF BURLINGTON - Outback Arts Council (Burlington, Colorado)		
<b>EVENT LOCATION</b>	Burlington High School Auditorium 380 Mike Lounge Drive, Burlington, Colorado		
<b>CONTACT</b>	Tyson Weisshaar Activities Director	<b>EMAIL</b>	tyson.weisshaar@burlington colo.com
<b>CONTACT INFO</b>	Office: 719-346-8918	<b>CELLULAR</b>	719-340-0385 Tyson Weisshaar
<b>CONCERT FEE</b>	<b>\$2,000 Flat Fee</b> (Concert Fee: \$1,500 + \$500 Travel Fee) (no deposit taken / pay artist in full at the event)		
<b>LODGING/MEALS</b>	<b>LODGING:</b> NO lodging provided at this event <b>MEAL:</b> PROVIDED 2 HOURS PRIOR TO THE EVENT (Group: 9 adults-2 children)		
<b>PRODUCTION</b>	Link Union will provide full sound equipment and sound technician Link Union does not provide a lighting system.		
<b>EVENT DETAILS</b>	<u>Music Style:</u> mix of their cover and original music (Bluegrass, celtic, etc) Booking Agency: will provided digital posters, band photo, bio <b>LINK UNION normally does a short Kids Alive presentation</b>		
<b>Freedom Bound Agency</b> 604-910-8650			
<b>freedom</b>	Purchaser Signature _____	Event Title/Position _____	
freedomboundagency@gmail.com <b>BOOKING AGENT: Glenn Dumentel</b> www.freedomboundagency.com	Print Name _____	Date Signed _____	

Cancellation of this event by the Purchaser within 4 weeks of the event will result in the Purchaser being required to pay 50% of the Concert Fee

CONTRACT

COMMUNITY Outback Arts Council Date 10-3-2016  
SPONSOR Burlington Colorado

1. SPONSOR hereby agrees to purchase the following artists/attractions from ALLIED CONCERT SERVICES, INC., 3535 Plymouth Boulevard, #212, Plymouth, MN 55447 (ACS) at the fees & terms set opposite.

ARTIST/ATTRACTION FEES ADVANCE

Grand Magic 4800 \* outreach

Hot Club of  
Cawtown 5600

Scarborough Fair 3700  
\$14,100

Please schedule Grand Magic Mon - Thurs.  
for outreach (no school on Fri)

2. ACS agrees to furnish to SPONSOR the artists/attractions listed at the fees and terms stated on mutually agreeable performance dates.
3. Neither ACS nor SPONSOR shall be liable to the other for damages in the event that an artist/attraction fails to appear as scheduled. ACS reserves the right, and will use its best efforts, to re-schedule the artist/attraction for a later date, or to provide another artist/attraction of comparable quality at no more than the above-stated fees and terms.
4. SPONSOR shall furnish, at its expense, the following: a properly lighted, heated/cooled auditorium; dressing rooms which are properly furnished, cleaned, heated/cooled; necessary stage accessories; sound &/or light technicians; stage hands; ushers; ticket takers; the best available piano (a grand is strongly preferred) placed on stage and tuned to A-440 on the day of the performance. SPONSOR also agrees to provide hospitality backstage as requested by artist/attraction, which may include a hot meal, at its expense. SPONSOR also agrees to obtain and pay for liability insurance to be in force on each day of a performance. In the event that SPONSOR fails to furnish any of the necessary items listed above, ACS may cancel that performance and SPONSOR shall be liable for damages.
5. In order to provide funds to pay ACS, SPONSOR shall conduct itself as an organized audience and hold a membership campaign under the direction of ACS which must conclude before the first performance of the concert season. Admission to each performance shall be by membership. SPONSOR shall certify to ACS the number of memberships sold and the amount of income collected from its membership drive.
6. SPONSOR shall pay directly to ACS an advance payment. The balance remaining shall be payable directly to ACS, in installments as the concerts play, with each payment due on the date of its corresponding performance. If a payment is not made in a timely fashion, ACS may cancel any future performances and SPONSOR shall become immediately liable for the full amount remaining due.
7. Artist/Attractions are subject to performance date confirmation by both SPONSOR and ACS.

Sponsor Outback Arts Council ALLIED CONCERT SERVICES, INC.

By \_\_\_\_\_ By Sally Kappel



[www.burlingtoncolo.com](http://www.burlingtoncolo.com)

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415 15<sup>th</sup> Street Burlington, CO 80807 Phone 719-346-8652 Fax 719-346-8397

**CITY CLERK REPORT  
10-10-2016**

On the agenda are two Special Event permits: The Wee Blew Inn will be having a fundraiser on 10/29/16 at the Community Center from 8pm to 2am and Our Hometown Charitable Foundation will be having a fundraiser on 11-19-16 from 5:30pm to 12am at the Community Center. They have both filed the required paperwork and I have included in the packet their application and maps.

Safeway, Western Convenience stores and Burlington Super's are both up for renewals on their liquor license. They have both filed the required paperwork to renew their licenses.

In your packet you will find a copy of the lease agreement with Patricia Jo Stone at 1394 Webster Street. They would like to renew the lease agreement for two years.

On the last agenda was a resolution for the Board of Adjustment and Appeals. After doing some research, we found in 17.32.030 of the City Code that the Board of Adjustment and Appeals can write a resolution for approval or denial. Mike has helped draft a resolution that will be used for the approval or denial of issues brought before the Board.

