

**MEETING OF THE BOARD OF DIRECTORS OF THE
SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION
A COLORADO NON-PROFIT CORPORATION**

City Council Chambers
448 East 1st Street
City of Salida, Colorado
Tuesday, October 1, 2013, 11:00 a.m.

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

- I.** MEETING CALLED TO ORDER
- II.** PUBLIC COMMENT
- III.** APPROVAL OF MINUTES – September 3, 2013
- IV.** TREASURER'S REPORT
- V.** SCHEDULED ITEMS
 - 1. Update on asphalt work at Hwy 50 and Vandaveer Ranch Road
 - 2. Open records requests
 - 3. Vision for the balance of the Vandaveer Ranch
- VI.** UNSCHEDULED ITEMS
- VII.** ADJOURN

**MINUTES
OF THE BOARD OF DIRECTORS OF
SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION
A COLORADO NON-PROFIT CORPORATION**

A meeting of the Corporation was held September 3, 2013, at 448 E. 1st Street, Salida, Colorado 81021. Directors present were Keith Baker, Tom Yerkey, Ray Kitson and Tim Glenn. Walt Harder, Susan Dempsey Hughes and Jim Miller were absent. Dara MacDonald was also in attendance.

Hal Brown offered public comment.

Treasurer's Report:

Baker and MacDonald provided a summary of the loan closing with High Country Bank.

Tim Glenn joined the meeting at 11:14 a.m.

Approval of Minutes:

Minutes from the meetings on August 20th and August 28th were approved.

Scheduled Items:

1. Update on asphalt work at Hwy 50 and Vandaveer Ranch Road – MacDonald explained the current offer from PMS and working through scheduling with Shaw.

Vern Davis offered public comment.

2. Vision for the balance of the Vandaveer Ranch – The board scheduled a site visit on September 17th in lieu of a regular meeting. The work session will begin at 11:00 a.m. meeting at the USFS building on Cleora Road.

Unscheduled items: None

The meeting was adjourned at 11:31 a.m.

The undersigned have executed these minutes effective this 1st day of October, 2013.

KEITH BAKER, PRESIDENT

DARA MACDONALD, SECRETARY

Open Record Request Form
NRCDC and / or

City of Salida



**THIS IS A REQUEST FOR RECORDS MADE
PURSUANT TO THE COLORADO OPEN RECORDS
ACT, C.R.S. §§ 24-72-201 THROUGH -206. IF THIS
REQUEST IS DENIED, PLEASE STATE IN WRITING
ANY AND ALL FACTUAL AND LEGAL GROUNDS
FOR THE DENIAL.**

**REQUEST FOR
INSPECTION/COPYING OF
RECORD**

RECEIVED
SEP 23 2013

Time of request: 9:05 (AM) PM

Date of request: 23 September 2013

Applicant name: Steve Tafoya

Address: 1520 F St, Salida, CO, 81201

Telephone contact number(s): 719-539-7399

Email: _____

Description of document: A copy of each and every and any and all loan agreement(s) of any type to which the
Salida NRCDC and High Country Bank are parties, made since 01 January 2008.
Please provide copies of the executed (signed) agreements if possible.

Purpose of request: Court Case Personal information Other (please specify):
Because the record belongs to the public and is available for copying and inspection at any reasonable time by any

person for any reason. Section 24-72-201, Denver Publishing Co. v. Dreyfus, 184 Colo. 288, 520 P.2d 104 (1974).

Certified Copy?: Yes No

FOR CITY CLERK USE ONLY:

Responsible Department & Division: _____

Availability: Paper Copy Electronic Format

Location: In Storage Readily Available (on-site)

Cost Estimate:

of pages _____ @ \$.25 = \$ _____

of hours _____ @ hourly rate \$ _____ = \$ _____ Total Cost Estimate: \$ _____

Having received the foregoing cost estimate I choose to confirm my request for the records described and agree to pay the charges at the time the records are made available. If over \$50, I understand I must provide security to pay for the cost incurred to obtain the records.

Yes No - Cancel request

Steve Tafoya
Signature

Sep 23, 2013
Date

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Open Record Request Form
NRCDC and / or



REQUEST FOR
INSPECTION/COPYING OF
RECORD

RECEIVED
SEP 23 2013

Date of request: 23 September 2013

By By Time of request: 9:07 (AM) / PM

Applicant name: Steve Tafoya

Address: 1520 F St, Salida, CO, 81201

Telephone contact number(s): 719-539-7399

Email: _____

Description of document:

A copy (written materials and any and all electronic and / or digital media such as PDF PPT DVD etc) of the presentation on the NRCDC given to Colorado State University representatives by Dara MacDonald and / or Michael Yerman on November 7, 2012

Purpose of request: Court Case Personal information Other (please specify):
Because the record belongs to the public and is available for copying and inspection at any reasonable time by any person for any reason. Section 24-72-201. Denver Publishing Co. v. Dreyfus, 184 Colo. 288, 520 P.2d 104 (1974).

Certified Copy?: Yes No

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Yes No - Cancel request

Steve Tafoya
Signature

Sept 23 2013
Date

THIS IS A REQUEST FOR RECORDS MADE PURSUANT TO THE COLORADO OPEN RECORDS ACT, C.R.S. §§ 24-72-200.1 through -206. IF THE CITY OF SALIDA DENIES THIS REQUEST, THEN PLEASE STATE IN WRITING ANY AND ALL FACTUAL AND LEGAL GROUNDS FOR THE DENIAL. *NRCDC*

Open Record Request Form

NRCDC OR



REQUEST FOR INSPECTION/COPYING OF RECORD
RECEIVED
SEP 24 2013
By *[Signature]* 4:10
Time of request: 4:10 AM/PM

Date of request: 13.0924
Applicant name: Jeff Auxier
Address: 217 E Sackett, Salida, CO, 81201
Telephone contact number(s): 970-390-0815 cell / text; 866-495-9116 fax
Email: jsauxier@gmail.com
Description of document: Copies of any and all loan documents to which the NRCDC and Collegiate Peaks bank were or are parties

Purpose of request: Court Case Personal information Other (please specify):

Because the record belongs to the public and is available for copying and inspection at any reasonable time by any person for any reason. See, eg, C.R.S. § 24-72-201; Denver Publishing Co. v. Dreyfus, 184 Colo. 288, 520 P.2d 104 (1974).

Certified Copy?: Yes No

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Location: In Storage Readily Available (on-site)
Cost Estimate:
of pages _____ @ \$.25 = \$ _____
of hours _____ @ hourly rate \$ _____ = \$ _____ Total Cost Estimate: \$ _____

PLEASE FAX COST ESTIMATE TO JEFF AUXIER AT 866-495-9116.

Having received the foregoing cost estimate I choose to confirm my request for the records described and agree to pay the charges at the time the records are made available. If over \$50, I understand I must provide security to pay for the cost incurred to obtain the records.

THANK YOU!

Yes No - Cancel request

[Signature]
Signature

13.0924
Date

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Open Record Request Form

NRCDC
OR



REQUEST FOR INSPECTION/COPYING OF RECORD

RECEIVED
SEP 24 2008

Date of request: 13.0924 By [Signature] Time of request: 4:10 AM/PM (PM)

Applicant name: Jeff Auxier

Address: 217 E Sackett, Salida, CO, 81201

Telephone contact number(s): 970-390-0815 cell / text; 866-495-9116 fax

Email: jsauxier@gmail.com

Description of document: Copies of any and all minutes of any and all meetings of the NRCDC board since January 1, 2008

Purpose of request: Court Case Personal information Other (please specify):

Because the record belongs to the public and is available for copying and inspection at any reasonable time by any person for any reason. See, eg, C.R.S. § 24-72-201; Denver Publishing Co. v. Dreyfus, 184 Colo. 288, 520 P.2d 104 (1974).

Certified Copy?: Yes No

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Responsible Department & Division: _____

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THANK YOU!

Yes No - Cancel request

Signature [Signature]

Date 13.0924

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Open Record Request Form

NRCDC OK



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SEP 24 2013

Date of request: 13.0924 Time of request: 4:10 AM/PM PM
Applicant name: Jeff Auxier
Address: 217 E Sackett, Salida, CO, 81201
Telephone contact number(s): 970-390-0815 cell / text; 866-495-9116 fax
Email: jsauxier@gmail.com
Description of document: Copies of any and all corporate resolutions of the NRCDC board since January 1, 2008

Purpose of request: Court Case Personal information Other (please specify):

Because the record belongs to the public and is available for copying and inspection at any reasonable time by any person for any reason. See, eg, C.R.S. § 24-72-201; Denver Publishing Co. v. Dreyfus, 184 Colo. 288, 520 P.2d 104 (1974).

Certified Copy?: Yes No

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THANK YOU!

Yes No - Cancel request

Signature

Date 13.0924

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Open Record Request Form



REQUEST FOR INSPECTION/COPYING OF RECORD RECEIVED SEP 24 2013

Date of request: 13.0924 By: Time of request: 4:10 AM/PM

Applicant name: Jeff Auxier

Address: 217 E Sackett, Salida, CO, 81201

Telephone contact number(s): 970-390-0815 cell / text; 866-495-9116 fax

Email: jsauxier@gmail.com

Description of document: Copies of any and all financial statements, balance sheets and statements of operation of the finances of the NRCD C since January 1, 2008

Purpose of request: [] Court Case [] Personal information [X] Other (please specify):

Because the record belongs to the public and is available for copying and inspection at any reasonable time by any person for any reason. See, eg, C.R.S. § 24-72-201; Denver Publishing Co. v. Dreyfus, 184 Colo. 288, 520 P.2d 104 (1974).

Certified Copy?: [] Yes [] No

FOR CITY CLERK USE ONLY: Responsible Department & Division: Availability: [] Paper Copy [] Electronic Format Location: [] In Storage [] Readily Available (on-site) Cost Estimate: # of pages @ \$.25 = \$ # of hours @ hourly rate \$ = \$ Total Cost Estimate: \$

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THANK YOU!

[] Yes [] No - Cancel request

Signature [Handwritten Signature]

Date 13.0924

Open Record Request Form

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REQUEST FOR INSPECTION/COPYING OF RECORD

Date of request: 27 September 2013 Time of request: _____ AM / PM

Applicant name: Steve Tafoya

Address: 1520 F St, Salida, CO, 81201

Telephone contact number(s): 719-539-7399

Email: _____

Description of document: Copies of any and all fee agreements and / or engagement letters promulgated by Karl Hanlon and / or his law firm Karp Neu Hanlon concerning any work done by him or any person employed by Karp Neu Hanlon.

Purpose of request: Court Case Personal information Other (please specify):
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person for any reason. Section 24-72-201. Denver Publishing Co. v. Dreyfus, 184 Colo. 288, 520 P.2d 104 (1974).

Certified Copy?: Yes No

FOR CITY CLERK USE ONLY:

Responsible Department & Division: _____

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Yes No - Cancel request

Steve Tafoya
Signature

Sept 27 2013
Date

RECEIVED
SEP 27 2013
BY: 12:17 pm HW

Open Record Request Form

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REQUEST FOR INSPECTION/COPYING OF RECORD

Date of request: 27 September 2013 Time of request: _____ AM / PM

Applicant name: Steve Tafoya

Address: 1520 F St, Salida, CO, 81201

Telephone contact number(s): 719-539-7399

Email: _____

Description of document: **Copies of any and all conflict of interest waivers promulgated by Karl Hanlon and / or his law firm Karp Neu Hanlon concerning his and / or its contemporaneous employment by the City of Salida and the NRCDC, with signature(s) of NRCDC representative(s) acknowledging and waiving the conflict.**

Purpose of request: Court Case Personal information Other (please specify):
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person for any reason. Section 24-72-201. Denver Publishing Co. v. Dreyfus, 184 Colo. 288, 520 P.2d 104 (1974).

Certified Copy?: Yes No

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Yes No - Cancel request

Steve Tafoya
Signature

Sept 27, 2013
Date

RECEIVED
SEP 27 2013
BY: 12:16pm HW

Open Record Request Form

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REQUEST FOR INSPECTION/COPYING OF RECORD

Date of request: 27 September 2013

Time of request: _____ AM / PM

Applicant name: Steve Tafoya

Address: 1520 F St, Salida, CO, 81201

Telephone contact number(s): 719-539-7399

Email: _____

Description of document: Copy of NRCDC "promo" video or any other video presented at public meeting at Steamplant during or around Summer of 2013 and at which Dara MacDonald and Tim Glenn moderated.

Purpose of request: Court Case Personal information Other (please specify):
Because the record belongs to the public and is available for copying and inspection at any reasonable time by any person for any reason. Section 24-72-201. Denver Publishing Co. v. Dreyfus, 184 Colo. 288, 520 P.2d 104 (1974).

Certified Copy?: Yes No

FOR CITY CLERK USE ONLY:	
Responsible Department & Division: _____	
Availability: <input type="checkbox"/> Paper Copy	<input type="checkbox"/> Electronic Format
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Yes No - Cancel request

Steve Tafoya
Signature

Sept 27, 2013
Date

RECEIVED
SEP 27 2013
BY: 12:15pm HW

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Open Record Request Form

SALIDA NRCDC

REQUEST FOR INSPECTION/COPYING OF RECORD

Date of request: 27 September 2013 Time of request: _____ AM / PM

Applicant name: Steve Tafoya

Address: 1520 F St, Salida, CO, 81201

Telephone contact number(s): 719-539-7399

Email: _____

Description of document: Copies of any and all "Loan Documents" as listed in the 4th paragraph

of the Business Loan Agreement executed by Keith Baker on August 29, 2013, Loan No. 01-650471-03. The 4th paragraph is circled on the attached sheet. I seek copies of any and all items that fit the description of items (1) through (5) in that 4th Paragraph.

Purpose of request: Court Case Personal information Other (please specify):
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person for any reason. Section 24-72-201. Denver Publishing Co. v. Dreyfus, 184 Colo. 288, 520 P.2d 104 (1974).

Certified Copy?: Yes No

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Yes No - Cancel request

Steve Tafoya

Signature

Sept 27, 2013
Date

RECEIVED
SEP 27 2013
BY: 12:16 pm HW

BUSINESS LOAN AGREEMENT.

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$4,722,000.00	08-29-2013	09-01-2023	01-650471-03			16JS	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: SALIDA NATURAL RESOURCE CENTER
DEVELOPMENT CORPORATION, A COLORADO
NONPROFIT CORPORATION
448 E. 1ST STREET SUITE 112
SALIDA, CO 81201

Lender: High Country Bank
7360 West US Highway 50
P.O. Box 309
Salida, CO 81201

THIS BUSINESS LOAN AGREEMENT dated August 29, 2013, is made and executed between SALIDA NATURAL RESOURCE CENTER DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION ("Borrower") and High Country Bank ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of August 29, 2013, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until September 1, 2023.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the Initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

Organization. Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Colorado. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains its principal office at 448 E. 1ST STREET SUITE 112, SALIDA, CO 81201. Unless Borrower has designated otherwise in writing, this is the principal office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes)