

TOWN OF GRANBY

Board of Trustees

MEETING DATE: JUNE 9, 2020

Consent Agenda

Resolution or Ordinance

Citizen Requests

Public Hearing

Committee/Staff Reports:

TOWN CLERK

FINANCE DIRECTOR

BUILDINGS AND STREETS

ECONOMIC DEVELOPMENT

PUBLIC SAFETY

RECREATION

WATER DEPARTMENTS

MAYOR

TOWN MANAGER

TOWN ATTORNEY

Other

Executive Session

Workshop

TIME OF AGENDA ITEM: 7:45 PM

Agenda Request No. 8

MEETING TO BE HELD AT:

**Town Hall, Zero Jasper Avenue
Granby, CO 80446**

**(8) UPDATED PERMISSION FOR LAND USE IN CONNECTION WITH THE GRANBY
COMMUNITY GARDENS**

7:45 PM

PERMISSION FOR LAND USE

I, the Mayor, representing the wishes of the Town Board of Granby, at a Board Meeting held on June 9, 2020, give permission to the CSU Extension - Grand Community Gardens, a non-profit organization, to use the property located at the Morales Park of the Grand Meadows Development, located at Morales Park, 502 E. Pine Drive, Granby, CO 80446 as a community gardening project, beginning June 9, 2020 and ending December 31, 2025, unless previously terminated by either party upon 90 days written notice.

This agreement may be renewed with the approval of both the Town of Granby and the CSU Extension/Grand Community Gardens organization at the end of the agreement period. All questions about the community garden, its nature, risks or hazards, have been discussed with the CSU Extension/GCG volunteers or its representatives to our satisfaction.

Each party to this Agreement shall be responsible to the fullest extent allowed by law for its own negligence and that of its employees, agents and servants. Nothing in this Agreement shall be construed as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, etc. seq., which is hereby incorporated as if fully set forth in this Agreement. As an institution of higher education of the State of Colorado, the University is not authorized to indemnify any party, public, or private, from the claims, demands or damages of third parties. The University is self-insured for general liability in an amount not less than five million dollars and for worker's compensation coverage for its employees and authorized volunteers acting within the course and scope of their employment, as more fully provided in the Worker's Compensation Act, C.R.S. Section 8-40-101, et. seq. The parties agree that such coverage shall satisfy the Worker's Compensation Insurance requirements of this Agreement.

As the Mayor of the Town of Granby, I agree to notify the community gardening organization of any change in land ownership, development or use 90 days prior to the change in status.

Approved by a majority vote of the Town of Granby Board of Trustees.

ATTEST:

**TOWN OF GRANBY COLORADO
BOARD OF TRUSTEES**

Deborah K. Hess, CMC
Town Clerk

By: _____
Paul Chavoustie
Mayor

CSU Extension – Grand Community Gardens

Olivia Clark

Date

Permission for Land Use

I, the Mayor, representing the wishes of the Town Board of Granby, at a Board Meeting held on March 10, 2015, give permission to the CSU Extension/Grand Community Gardens, a non-profit organization, to use the property located at the Morales Park of the Grand Meadows Development, located at Morales Park, 502 E. Pine Drive, Granby, CO 80446 as a community gardening project, for the term of one (1) year beginning January 1, 2015 and ending December 31, 2015.

This agreement may be renewed with the approval of both the Town of Granby and the CSU Extension/Grand Community Gardens organization at the end of the agreement period. All questions about the community garden, its nature, risks or hazards, have been discussed with the CSU Extension/GCG volunteers or its representatives to our satisfaction.

Each party to this Agreement shall be responsible to the fullest extent allowed by law for its own negligence and that of its employees, agents and servants. Nothing in this Agreement shall be construed as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et. seq., which is hereby incorporated as if fully set forth in this Agreement. As an institution of higher education of the State of Colorado, the University is not authorized to indemnify any party, public, or private, from the claims, demands or damages of third parties. The University is self-insured for general liability in an amount not less than five million dollars and for worker's compensation coverage for its employees and authorized volunteers acting with the course and scope of their employment, as more fully provided in the Worker's Compensation Act, C.R.S. Section 8-40-101, et. seq. The parties agree that such coverage shall satisfy the requirements of Section No. 1 of this Agreement.

As the Mayor of the Town of Granby, I agree to notify the community gardening organization of any change in land ownership, development or use 90 days prior to the change in status.

Approved by a majority vote of the Town Board of Trustees.

Paul Chavousti

~~Jennifer Piccro~~, Mayor
PO Box 440
Granby, CO 80446
970-887-2501

_____ Date

S E A L

Attest:

Deborah K. Hess, CMC, Town Clerk

_____ Date

7

Travis Hoesli
CSU Extension – Grand Community Gardens

_____ Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/31/2017

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Colorado State University 1251 Mason Street Fort Collins CO 80523-6021 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Co. NAIC # 25658	
	INSURER B: Safety National Casualty Corp 15105	
	INSURER C: Lloyd's Syndicate No. 2987 AA1128987	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570067818037** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PK1033617 SIR applies per policy terms & conditions	08/01/2017	08/01/2018	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	Included
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	Included
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BA-0H55779-17-CAG	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION		PK1033617 SIR applies per policy terms & conditions	08/01/2017	08/01/2018	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE	OTHER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
B	Excess WC		SP4057454 SIR applies per policy terms & conditions	08/01/2017	08/01/2018	EL Each Accident	\$1,000,000
						EL Disease - Policy	\$1,000,000
						EL Disease - Ea Emp	\$1,000,000

Certificate No : 570067818037

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

RE: Morales Park Community Garden Site.

CERTIFICATE HOLDER**CANCELLATION**
Town of Granby
Attn: Deb Hess
P. O. Box 440
Granby CO 80446 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services South, Inc