



IGNACIO TOWN BOARD MEETING AGENDA
Monday, May 8, 2023 – 6:00 PM
Abel F. Atencio Community Room, 570 Goddard Avenue
or via Remote Public Meeting

The remote meeting is hosted by Zoom and requires Attendees to login to the Zoom meeting website at the following address: <https://us06web.zoom.us/j/89482604069>, or Attendees wishing to participate by phone shall call: [346-248-7799](tel:346-248-7799) and key in Webinar ID Number: [894 8260 4069](tel:894-8260-4069).

*There is a Zoom Etiquette file on the Town website that details how Zoom meetings work and what is expected of Attendees. All Attendees will be able to hear and/or see the Town Board meeting. Attendees will be muted until the Mayor takes Attendee comments. Attendees wanting to comment must click on the “Raised Hand” tab at the bottom of the screen, or callers will have to enter *9. The Mayor will acknowledge which Attendee is to speak (by name or phone number) and the meeting host will allow them to speak. The meeting host will unmute the Attendee (or notify the Attendee if they need to unmute themselves by entering *6). The Attendee shall first provide their name and address before they begin their comments. Failure to follow directions or maintain meeting decorum will result in the muting of your connection.*

- I. CALL REGULAR MEETING TO ORDER:** Pledge of Allegiance
- II. ROLL CALL**
- III. APPROVAL OF AGENDA** – Action Item
- IV. PUBLIC COMMENTS:** *The Town Board values public comment and allows this time for citizens to voice their thoughts and concerns. The Mayor will open the comment period and prior to addressing the Board, state your name and address, and limit your comments to five (5) minutes. Meeting decorum will be maintained and failure to maintain composure and respect will result in the closure of your comment period. The Town Board and/or staff may respond to your comments or take your comments under advisement. Please do not comment on items listed on the Agenda, as opportunity will be given to comment during these discussions. Thank you.*
- V. CONSENT AGENDA** – Action Item
 - A. Regular Town Board Meeting Minutes from April 10, 2023
 - B. Financial Records – April 2023 Accounting Reports
 - C. Porky’s Smokehouse Liquor License Renewal Application
- VI. UNFINISHED BUSINESS**
 - A. Ordinance 356 - Ignacio School District ELHI Properties Lease Purchase Agreement – Action Item
 - B. ICD Funding Request – Action Item
 - C. ICL Summer Music Series Funding Request – Action Item
 - D. Purchase of Kubota Mini-Excavator – Action Item
 - E. Natural Gas Rate Update
- VII. NEW BUSINESS**
 - A. Southern Ute Indian Tribe Broadband Project Update
 - B. Fentanyl Awareness Day Proclamation 2023
 - C. Rock Creek Housing Project Draft Site Plan Review
- VIII. STAFF REPORTS**
 - A. Police Department
 - B. Public Works
 - C. Clerk / Treasurer
 - D. Town Manager
 - E. Attorney
- IX. TRUSTEE REPORTS**
- X. MISCELLANEOUS**
- XI. EXECUTIVE SESSION** for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators concerning hiring a full time Town Manager, under C.R.S. Section 24-6-402(4)(e)
- XII. ADJOURNMENT**

05/03/23
12:48:49

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 4/23

Page: 1 of 3
Report ID: AP300

Claim Checks

| Check # | Type | Vendor #/Name | Check Amount | Date Issued | Period Redeemed | Claim # | Claim Amount |
|---------|------|---------------------------------------|--------------|-------------|-----------------|----------|--------------|
| 6587 * | S | 1012 ACE INDUSTRIAL SUPPLY INC | 853.48 | 04/03/23 | | CL 16630 | 853.48 |
| -97779 | E | 893 AT&T | 434.20 | 04/03/23 | 4/23 | CL 16636 | 434.20 |
| 6608 * | S | 53 AUTO PARTS INC | 141.44 | 04/17/23 | | CL 16661 | 141.44 |
| 6609 | S | 1185 Axon Enterprise, Inc. | 3916.80 | 04/17/23 | | CL 16667 | 3916.80 |
| 6610 | S | 220 BALLANTINE COMMUNICATIONS INC | 12.30 | 04/17/23 | | CL 16659 | 12.30 |
| 6588 | S | 822 BIA: IRRIGATION | 3607.38 | 04/03/23 | | CL 16633 | 3607.38 |
| 6611 | S | 91 BRENNAN OIL COMPANY | 230.19 | 04/17/23 | | CL 16652 | 230.19 |
| 6612 | S | 1187 Cardmember Service (TBK Bank) | 5476.41 | 04/17/23 | | CL 16670 | 168.60 |
| | | | | | | CL 16671 | 185.00 |
| | | | | | | CL 16672 | 119.29 |
| | | | | | | CL 16673 | 537.78 |
| | | | | | | CL 16674 | 622.28 |
| | | | | | | CL 16675 | 123.82 |
| | | | | | | CL 16676 | 283.82 |
| | | | | | | CL 16677 | 180.00 |
| | | | | | | CL 16678 | 411.55 |
| | | | | | | CL 16679 | 22.26 |
| | | | | | | CL 16680 | 124.07 |
| | | | | | | CL 16681 | 779.52 |
| | | | | | | CL 16682 | 321.03 |
| | | | | | | CL 16683 | 1597.39 |
| 6613 | S | 921 CASCADE WATER | 67.50 | 04/17/23 | | CL 16666 | 67.50 |
| 6589 | S | 121 CIRSA | 10071.88 | 04/03/23 | | CL 16628 | 146.79 |
| | | | | | | CL 16638 | 9925.09 |
| 6590 | S | 976 CIRSA WC | 8272.25 | 04/03/23 | | CL 16637 | 8272.25 |
| 6591 | S | 1148 Community Connections CO | 2500.00 | 04/03/23 | | CL 16643 | 2500.00 |
| 6614 | S | 240 ESSCO PIPE & SUPPLY | 64247.20 | 04/17/23 | | CL 16669 | 64247.20 |
| 6615 | S | 971 FASTTRACK COMMUNICATIONS INC | 127.22 | 04/17/23 | | CL 16654 | 127.22 |
| 6592 | S | 1240 Ferguson Waterworks #1116 | 444.45 | 04/03/23 | | CL 16635 | 444.45 |
| 6616 | S | 1240 Ferguson Waterworks #1116 | 6.18 | 04/17/23 | | CL 16663 | 6.18 |
| 6617 | S | 257 FOUR CORNERS WELDING & GAS SUPPLY | 7.00 | 04/17/23 | | CL 16651 | 7.00 |

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TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 4/23

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Claim Checks

| Check # | Type | Vendor #/Name | Check Amount | Date Issued | Period Redeemed | Claim # | Claim Amount |
|---------|------|--|--------------|-------------|-----------------|----------|--------------|
| 6593 | S | 981 HI PERFORMANCE CARWASH LLC | 16.01 | 04/03/23 | | CL 16632 | 16.01 |
| 6618 | S | 981 HI PERFORMANCE CARWASH LLC | 96.45 | 04/17/23 | | CL 16665 | 96.45 |
| -97775 | E | 845 HOME DEPOT CREDIT SERVICES | 142.63 | 04/17/23 | 4/23 | CL 16664 | 142.63 |
| 6619 | S | 756 HONNEN EQUIPMENT | 531.56 | 04/17/23 | | CL 16662 | 531.56 |
| 6594 | S | 1130 IMAGENET CONSULTING LLC | 58.00 | 04/03/23 | | CL 16629 | 58.00 |
| 6620 | S | 1130 IMAGENET CONSULTING LLC | 1725.00 | 04/17/23 | | CL 16657 | 1725.00 |
| 6595 | S | 1031 JUST CLICK PRINTING INC | 353.83 | 04/03/23 | | CL 16627 | 353.83 |
| 6621 | S | 894 KRISTIN ROEHRS | 600.00 | 04/17/23 | | CL 16649 | 600.00 |
| 6596 | S | 1251 La Plata County Regional Housing Alliance | 4500.00 | 04/03/23 | | CL 16647 | 4500.00 |
| -97780 | E | 974 LA PLATA ELECTRIC ASSN INC | 2131.79 | 04/03/23 | 4/23 | CL 16634 | 2131.79 |
| 6597 | S | 1046 LAW OFFICE OF DAVID LIBERMAN | 2534.50 | 04/03/23 | | CL 16642 | 2534.50 |
| 6598 | S | 1155 Lawson Products, Inc. | 817.84 | 04/03/23 | | CL 16631 | 817.84 |
| 6599 | S | 394 LEWIS TRUE VALUE MERCANTILE | 11.99 | 04/03/23 | | CL 16645 | 11.99 |
| 6600 | S | 1087 MARK GARCIA - GOV-PLUS LLC | 10560.00 | 04/03/23 | | CL 16646 | 10560.00 |
| 6601 | S | 1247 Michala Riley | 43.23 | 04/03/23 | | CL 16644 | 43.23 |
| -97778 | E | 737 PITNEY BOWES INC | 558.91 | 04/03/23 | 4/23 | CL 16639 | 558.91 |
| -97777 | E | 737 PITNEY BOWES INC | 559.25 | 04/17/23 | 4/23 | CL 16653 | 559.25 |
| 6622 | S | 590 SAN JUAN BASIN HEALTH DEPARTMENT | 35.00 | 04/17/23 | | CL 16660 | 35.00 |
| 6602 | S | 1172 Short Elliott Hendrickson, Inc. | 2170.00 | 04/03/23 | | CL 16641 | 2170.00 |
| 6623 | S | 1172 Short Elliott Hendrickson, Inc. | 4482.50 | 04/17/23 | | CL 16684 | 4482.50 |
| 6624 | S | 600 SOUTHERN UTE UTILITIES DIVISION | 56271.56 | 04/17/23 | | CL 16658 | 56271.56 |
| -97776 | E | 143 STATE OF COLORADO-SALES TAX | 4690.74 | 04/17/23 | 4/23 | CL 16656 | 4690.74 |
| 6625 | S | 650 TOWN OF IGNACIO | 1739.47 | 04/17/23 | | CL 16648 | 1739.47 |
| 6626 | S | 675 UTILITY NOTIFICATION CENTER OF CO | 27.09 | 04/17/23 | | CL 16650 | 27.09 |

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TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 4/23

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Claim Checks

| Check # | Type | Vendor #/Name | Check Amount | Date Issued | Period Redeemed | Claim # | Claim Amount |
|------------------------|------|--------------------------------|--------------|-------------|-----------------|----------|--------------|
| 6627 | S | 692 WALKER DO IT BEST HARDWARE | 45.26 | 04/17/23 | | CL 16685 | 45.26 |
| Total for Claim Checks | | | 195118.49 | | | | |
| Count for Claim Checks | | | 42 | | | | |

* denotes missing check number(s)

of Checks: 42 Total: 195118.49

TOWN OF IGNACIO

| 2022 City Sales Tax | Month | Year-To-Date | 2023 City Sales Tax | 331310 Month | Difference | % up/down from PYM | Year-To-Date | Difference | % up/down from PYT |
|------------------------|------------|--------------|------------------------|-----------------|------------|-----------------------|--------------|------------|-----------------------|
| | | | <i>not posted</i> | | | | | | |
| | Jan | 50,799.76 | 1 Jan | 50,873.14 | | | | | |
| | Feb | 41,290.95 | 2 Feb | 59,491.23 | 8,691.47 | 17.11% | 59,491.23 | 8,691.47 | 9.44% |
| | Mar | 43,286.70 | 3 Mar | 46,445.64 | 5,154.69 | 5.60% | 105,936.87 | 13,846.16 | 10.23% |
| | Apr | 44,081.72 | 4 Apr | 44,651.23 | | | | | |
| | May | 43,055.54 | 5 May | | | | | | |
| | Jun | 47,274.66 | 6 Jun | | | | | | |
| | Jul | 47,798.20 | 7 Jul | | | | | | |
| | Aug | 51,699.44 | 8 Aug | | | | | | |
| | Sep | 50,334.22 | 9 Sep | | | | | | |
| | Oct | 50,282.82 | 10 Oct | | | | | | |
| | Nov | 49,555.69 | 11 Nov | | | | | | |
| | Dec | 50,873.14 | 12 Dec | | | | | | |
| City Total Total | 570,332.84 | 570,332.84 | Jan | | | | | | |
| 2022 BUDGET | 460,000.00 | | City Total | 201,461.24 | | | | | 8.83% |
| | | | 2023 BUDGET | | | 108.70% Budget Incr | 500,000.00 | | |

| 2022 County Sales Tax | Month | Year-To-Date | 2023 County Sales Tax | 331330 Month | Difference | % up/down from PYM | Year-To-Date | Difference | % up/down from PYT |
|--------------------------|--------------|--------------|--------------------------|-----------------|------------|-----------------------|--------------|------------|-----------------------|
| | | | <i>not posted</i> | | | | | | |
| | Jan | 86,662.00 | 1 Jan | 97,118.00 | | | | | |
| | Feb | 83,423.00 | 2 Feb | 115,286.00 | | | | | |
| | Mar | 100,800.00 | 3 Mar | 87,867.00 | 1,205.00 | 1.39% | 87,867.00 | 1,205.00 | 0.71% |
| | Apr | 93,125.00 | 4 Apr | 89,282.00 | 5,859.00 | 3.44% | 177,149.00 | 7,064.00 | 2.61% |
| | May | 106,167.00 | 5 May | | | | | | |
| | Jun | 115,145.00 | 6 Jun | | | | | | |
| | Jul | 116,545.00 | 7 Jul | | | | | | |
| | Aug | 118,060.00 | 8 Aug | | | | | | |
| | Sep | 111,831.00 | 9 Sep | | | | | | |
| | Oct | 103,265.00 | 10 Oct | | | | | | |
| | Nov | 97,118.00 | 11 Nov | | | | | | |
| | Dec | 115,286.00 | 12 Dec | | | | | | |
| County Total | 1,247,427.00 | 1,247,427.00 | Jan | | | | | | |
| 2022 BUDGET | 1,000,000.00 | | Feb | | | | | | |
| | | | 389,553.00 | | | | | | 1.66% |
| | | | 2023 BUDGET | | | 110.00% Budget Incr | 1,100,000.00 | | |

2023 Capital Improvement 333415

| | | |
|-------------------|------|------------|
| <i>not posted</i> | | |
| dec sales | Jan | 25,436.57 |
| jan sales | Feb | 59,491.23 |
| feb sales | Mar | 23,222.82 |
| | Apr | 22,325.62 |
| | May | - |
| | Jun | - |
| | July | - |
| | Aug | - |
| | Sept | - |
| | Oct | - |
| | Nov | - |
| | Dec | - |
| | Jan | - |
| | | 130,476.24 |
| | | 331,937.48 |

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TOWN OF IGNACIO
Cash Report
For the Accounting Period: 4/23

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| Fund/Account | Beginning Balance | Received | Transfers In | Disbursed | Transfers Out | Ending Balance |
|-------------------------------|----------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| 100 GENERAL FUND | | | | | | |
| 110100 Petty Cash | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 110230 Operating Account | -106,366.93 | 168,116.21 | 8.99 | 100,000.00 | 178,817.69 | -217,059.42 |
| 110250 Savings Account | 245,794.65 | 28.28 | 0.00 | 0.00 | 0.00 | 245,822.93 |
| 110270 Investment Account | 1,769,910.21 | 107,000.43 | 0.00 | 0.00 | 0.00 | 1,876,910.64 |
| Total Fund | 1,909,437.93 | 275,144.92 | 8.99 | 100,000.00 | 178,817.69 | 1,905,774.15 |
| 300 CAPITAL IMPROVEMENT FUND | | | | | | |
| 110230 Operating Account | 282,462.38 | 22,325.62 | 0.00 | 0.00 | 70,899.70 | 233,888.30 |
| 110270 Investment Account | 439,977.40 | 1,821.46 | 0.00 | 0.00 | 0.00 | 441,798.86 |
| Total Fund | 722,439.78 | 24,147.08 | | | 70,899.70 | 675,687.16 |
| 400 CONSERVATION TRUST FUND | | | | | | |
| 110230 Operating Account | 15,156.20 | 0.00 | 0.00 | 0.00 | 0.00 | 15,156.20 |
| 110270 Investment Account | 79,357.86 | 328.54 | 0.00 | 0.00 | 0.00 | 79,686.40 |
| Total Fund | 94,514.06 | 328.54 | | | | 94,842.60 |
| 500 ECONOMIC DEVELOPMENT FUND | | | | | | |
| 110230 Operating Account | 49,138.98 | 0.00 | 0.00 | 0.00 | 0.00 | 49,138.98 |
| 110270 Investment Account | 15,561.88 | 460.28 | 0.00 | 0.00 | 0.00 | 16,022.16 |
| Total Fund | 64,700.86 | 460.28 | | | | 65,161.14 |
| 610 WATER FUND | | | | | | |
| 110230 Operating Account | 30,966.57 | 12,988.31 | 0.00 | 0.00 | 8,938.66 | 35,016.22 |
| 110270 Investment Account | 45,483.51 | 188.30 | 0.00 | 0.00 | 0.00 | 45,671.81 |
| Total Fund | 76,450.08 | 13,176.61 | | | 8,938.66 | 80,688.03 |
| 620 GAS FUND | | | | | | |
| 110230 Operating Account | -109,885.76 | 117,717.97 | 0.00 | 0.00 | 23,770.92 | -15,938.71 |
| 110270 Investment Account | 139,775.72 | 578.65 | 0.00 | 0.00 | 0.00 | 140,354.37 |
| Total Fund | 29,889.96 | 118,296.62 | | | 23,770.92 | 124,415.66 |
| 630 SEWER FUND | | | | | | |
| 110230 Operating Account | 82,436.47 | 44,349.04 | 0.00 | 0.00 | 30,083.44 | 96,702.07 |
| 110270 Investment Account | 196.63 | 0.85 | 0.00 | 0.00 | 0.00 | 197.48 |
| Total Fund | 82,633.10 | 44,349.89 | | | 30,083.44 | 96,899.55 |
| 640 IRRIGATION FUND | | | | | | |
| 110230 Operating Account | 5,705.49 | 291.70 | 0.00 | 0.00 | 3,634.62 | 2,362.57 |
| 110270 Investment Account | 10,575.23 | 43.78 | 0.00 | 0.00 | 0.00 | 10,619.01 |
| Total Fund | 16,280.72 | 335.48 | | | 3,634.62 | 12,981.58 |
| 910 PAYROLL CLEARING FUND | | | | | | |
| 110230 Operating Account | 8,936.34 | 0.00 | 121,217.55 | 111,206.47 | 0.00 | 18,947.42 |
| 930 CLAIMS CLEARING FUND | | | | | | |
| 110230 Operating Account | 1,434.83 | 0.00 | 195,118.49 | 8,517.52 | 0.00 | 188,035.80 |
| Totals | 3,006,717.66 | 476,239.42 | 316,345.03 | 219,723.99 | 316,145.03 | 3,263,433.09 |

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

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TOWN OF IGNACIO
Statement of Revenue Budget vs Actuals
For the Accounting Period: 4 / 23

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| Fund | Received Current Month | Received YTD | Estimated Revenue | Revenue To Be Received | % Received |
|-------------------------------|---------------------------|---------------------|---------------------|---------------------------|---------------|
| 100 GENERAL FUND | 171,408.45 | 799,414.97 | 2,283,836.00 | 1,484,421.03 | 35 % |
| 300 CAPITAL IMPROVEMENT FUND | 24,147.08 | 107,639.54 | 3,752,498.00 | 3,644,858.46 | 3 % |
| 400 CONSERVATION TRUST FUND | 328.54 | 4,763.82 | 80,800.00 | 76,036.18 | 6 % |
| 500 ECONOMIC DEVELOPMENT FUND | 460.28 | 1,745.81 | 241,010.00 | 239,264.19 | 1 % |
| 610 WATER FUND | 188.30 | 81,533.26 | 318,200.00 | 236,666.74 | 26 % |
| 620 GAS FUND | 1,453.73 | 438,786.83 | 506,150.00 | 67,363.17 | 87 % |
| 630 SEWER FUND | 0.85 | 142,962.39 | 629,600.00 | 486,637.61 | 23 % |
| 640 IRRIGATION FUND | 330.78 | 453.04 | 44,700.00 | 44,246.96 | 1 % |
| Grand Total: | 198,318.01 | 1,577,299.66 | 7,856,794.00 | 6,279,494.34 | 20 % |

05/03/23
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TOWN OF IGNACIO
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 4 / 23

Page: 1 of 1
Report ID: B100F

| Fund | Committed Current Month | Committed YTD | Original Appropriation | Current Appropriation | Available Appropriation | % Committed |
|-------------------------------|----------------------------|------------------|---------------------------|--------------------------|----------------------------|----------------|
| 100 GENERAL FUND | 178,808.70 | 690,960.12 | 2,150,979.00 | 2,150,979.00 | 1,460,018.88 | 32 % |
| 300 CAPITAL IMPROVEMENT FUND | 70,899.70 | 71,712.15 | 4,250,000.00 | 4,250,000.00 | 4,178,287.85 | 2 % |
| 400 CONSERVATION TRUST FUND | 0.00 | 0.00 | 120,000.00 | 120,000.00 | 120,000.00 | 0 % |
| 500 ECONOMIC DEVELOPMENT FUND | 0.00 | 0.00 | 248,226.00 | 248,226.00 | 248,226.00 | 0 % |
| 610 WATER FUND | 8,938.66 | 38,609.00 | 309,191.00 | 309,191.00 | 270,582.00 | 12 % |
| 620 GAS FUND | 23,770.92 | 520,436.09 | 456,316.00 | 456,316.00 | -64,120.09 | 114 % |
| 630 SEWER FUND | 30,083.44 | 120,252.19 | 580,931.00 | 580,931.00 | 460,678.81 | 21 % |
| 640 IRRIGATION FUND | 3,634.62 | 3,719.43 | 44,266.00 | 44,266.00 | 40,546.57 | 8 % |
| Grand Total: | 316,136.04 | 1,445,688.98 | 8,159,909.00 | 8,159,909.00 | 6,714,220.02 | 18 % |

05/03/23
12:51:16

TOWN OF IGNACIO
Payroll Summary For Payrolls from 04/01/23 to 04/30/23

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Report ID: P130

Total for Payroll Checks

| | Employee | Employer | Amount |
|--|-----------|-----------|-----------|
| | ----- | ----- | ----- |
| BVMT HOURS (BEREAVEMENT LEAVE) | 10.00 | | 345.70 |
| COMA HOURS (Comp Time Accumulated) | 50.25 | | |
| COMP HOURS (Comp Time Used) | 33.00 | | 725.00 |
| J004 HOURS (CELL PHONE ALLO) | 0.00 | | 166.14 |
| *Non Taxable (added to gross wages, no addition to SS, Med, FIT & SIT bases) | | | |
| J015 HOURS (IN LIEU OF INSU) | 0.00 | | 1,261.02 |
| OVER HOURS (Overtime) | 181.00 | | 8,644.91 |
| REG HOURS (Regular Time) | 2,547.50 | | 82,153.01 |
| SICK HOURS (Sick Time) | 128.50 | | 3,083.87 |
| VACA HOURS (Vacation Time Used) | 25.00 | | 896.74 |
| GROSS PAY | 97,276.39 | 0.00 | |
| NET PAY | 67,608.83 | 0.00 | |
| NET PAY (CHECKS) | 6,619.32 | | |
| NET PAY (DIRECT DEPOSIT) | 60,989.51 | | |
| AFLAC-AFTERTAX | 355.32 | 1,042.68 | |
| AFLAC-PRETAX | 1,038.96 | 60.08 | |
| CEBT DENTAL | 0.00 | 732.00 | |
| CEBT HEALTH | 4,508.32 | 10,868.68 | |
| CEBT LIFE | 136.45 | 42.98 | |
| CEBT VISION | 0.00 | 97.00 | |
| EMPL WEAPONS AD | 200.00 | 0.00 | |
| FIT | 7,615.75 | 0.00 | |
| FPPA | 5,371.58 | 4,252.50 | |
| FPPA DROP | 1,097.08 | 0.00 | |
| FPPA-457 | 982.52 | 0.00 | |
| FPPA-AD&D | 0.00 | 1,588.12 | |
| GARNISHMENT2 | 46.14 | 0.00 | |
| MEDICARE | 1,325.72 | 1,325.72 | |
| MISSIONSQUARE/I | 1,536.12 | 1,434.96 | |
| SIT | 3,151.39 | 0.00 | |
| SOCIAL SECURITY | 2,302.21 | 2,302.21 | |
| UNEMPL. INSUR. | 0.00 | 194.23 | |
| BANK 4 | 4,332.37 | 0.00 | |
| BANK 8-SAVINGS | 2,776.40 | 0.00 | |
| COMM BANK OF CO | 9,352.21 | 0.00 | |
| CU OF COLORADO | 3,474.34 | 0.00 | |
| SANDIA LAB FCU | 150.00 | 0.00 | |
| USAA | 5,339.24 | 0.00 | |
| VECTRA BANK CO | 69.26 | 0.00 | |
| WELLS FARGO | 33,301.55 | 0.00 | |
| WELLS FARGO N.A | 138.52 | 0.00 | |
| WELLS FARGO NEV | 69.26 | 0.00 | |
| WELLS FARGO OR | 1,986.36 | 0.00 | |
| FIT/SIT BASE | 82,439.22 | 0.00 | |
| MEDICARE BASE | 91,426.52 | 0.00 | |
| SOC SEC BASE | 37,132.42 | 0.00 | |
| UN BASE | 97,110.25 | 0.00 | |

05/03/23
12:51:16

TOWN OF IGNACIO
Payroll Summary For Payrolls from 04/01/23 to 04/30/23

Page: 2 of 2
Report ID: P130

Total 23,941.16
Total Payroll Expense (Gross Pay + Employer Contributions): 121,217.55

Check Summary

Payroll Checks Prev. Out. \$0.00
Payroll Checks Issued \$6,665.46
Payroll Checks Redeemed \$0.00
Payroll Checks Outstanding \$6,665.46
Electronic Checks \$111,206.47

| Deductions Accrued | Carried Forward From Previous Month | Deduction Checks Issued | Difference | Liab Account |
|-------------------------|--|----------------------------|------------|--------------|
| ----- | ----- | ----- | ----- | ----- |
| Social Security 4604.42 | | 4604.42 | | 221700 |
| Medicare 2651.44 | 60.16 | 2651.44 | 60.16 | 221710 |
| Unempl. Insur. 194.23 | | | 194.23 | 221760 |
| FIT 7615.75 | 143.83 | 7615.75 | 143.83 | 221720 |
| SIT 3151.39 | | | 3151.39 | 221730 |
| FPPA 9624.08 | | 9624.08 | | 221742 |
| AFLAC-PRETAX 1099.04 | | 1099.04 | | 221757 |
| EMPL WEAPONS AD 200.00 | | 200.00 | | 221782 |
| FPPA-457 982.52 | | 982.52 | | 221742 |
| FPPA-AD&D 1588.12 | | 1588.12 | | 221743 |
| MISSIONSQUARE/I 2971.08 | | 2971.08 | | 221741 |
| AFLAC-AFTERTAX 1398.00 | | 1398.00 | | 221757 |
| CEBT DENTAL 732.00 | | 732.00 | | 221754 |
| CEBT HEALTH 15377.00 | | 15377.00 | | 221751 |
| CEBT LIFE 179.43 | | 179.43 | | 221755 |
| CEBT VISION 97.00 | | 97.00 | | 221756 |
| GARNISHMENT2 46.14 | | 46.14 | | 221781 |
| FPPA DROP 1097.08 | | 1097.08 | | 221742 |
| Total Ded. 53608.72 | 203.99 | 50263.10 | 3549.61 | |

**** Carried Forward column only correct if report run for current period.

Submit to Local Licensing Authority

PORKY'S SMOKEHOUSE
PO BOX 1875
Durango CO 81302

| Fees Due | |
|--|----------------------------|
| Renewal Fee | 550.00 |
| Storage Permit \$100 X _____ | \$ 0 |
| Sidewalk Service Area \$75.00 | \$ 0 |
| Additional Optional Premise Hotel & Restaurant \$100 X _____ | \$ 0 |
| Related Facility - Campus Liquor Complex \$160.00 per facility | \$ 0 |
| Amount Due/Paid | \$550.⁰⁰ |

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

| | | | |
|---|---|--|----------------------------|
| Licensee Name DAYSON GOETZ | | Doing Business As Name (DBA) PORKY'S SMOKEHOUSE | |
| Liquor License # 03-13338 | License Type Hotel & Restaurant (city) | | |
| Sales Tax License Number 41295192-0000 | Expiration Date 06/04/2023 | Due Date 04/20/2023 | |
| Business Address 85 GODDARD AVENUE Ignacio CO 81137 | | | Phone Number 9709037737 |
| Mailing Address PO BOX 1875 Durango CO 81302 | | Email: | |
| Operating Manager | Date of Birth | Home Address | Phone Number |
| 1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>1-3-24</u> | | | |
| 2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) Yes <input checked="" type="checkbox"/> No | | | |
| 3b. If so, which are you renewing? <input type="checkbox"/> Delivery Takeout <input type="checkbox"/> Both Takeout and Delivery | | | |
| 4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

| | | |
|---|-------|------------------------|
| Affirmation & Consent I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge. | | |
| Type or Print Name of Applicant/Authorized Agent of Business DAYSON R. GOETZ | | Title OWNER |
| Signature <i>Dayson R. Goetz</i> | | Date 4.19.23 |
| Report & Approval of City or County Licensing Authority The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved. | | |
| Local Licensing Authority For | | Date |
| Signature | Title | Attest |

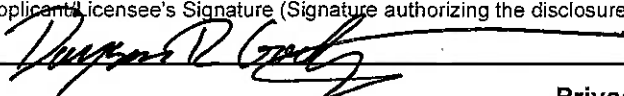
Tax Check Authorization, Waiver, and Request to Release Information

I, DAYSON GOETZ am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of DAYSON GOETZ DBA Porkys Smokehouse (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

| | | | |
|---|--|---|-------------------------------|
| Name (Individual/Business) <u>DAYSON GOETZ DBA PORKY'S SMOKEHOUSE</u> | | Social Security Number/Tax Identification Number | |
| Address <u>85 Goddard Ave</u> | | | |
| City <u>Ignacio</u> | | State <u>CO</u> | Zip <u>81137</u> |
| Home Phone Number | | Business/Work Phone Number <u>970 903 7737</u> | |
| Printed name of person signing on behalf of the Applicant/Licensee <u>DAYSON GOETZ</u> | | | |
| Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)  | | | Date signed <u>4-19-23</u> |

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

TO; The Ignacio Town Board of Trustees
FROM: Kirk Phillips, Chief of Police *KP*
DATE: May 02, 2023
RE: Porky's BBQ – Liquor License Renewal

.....

There have been no violations at this licensed business.

ORDINANCE 356

AN ORDINANCE OF THE TOWN OF IGNACIO, COLORADO APPROVING THE LEASE PURCHASE AGREEMENT WITH IGNACIO SCHOOL DISTRICT NO 11-JT FOR THE ELHI PROPERTIES

WHEREAS, the Town of Ignacio Board of Trustees believes the Lease Purchase of the ELHI properties from Ignacio School District No 11-JT is in the best interest of the citizens of the Town of Ignacio; and

WHEREAS, the Town of Ignacio wishes to enter into the Lease Purchase Agreement, attached hereto as Exhibit A, by which it would acquire the ELHI properties; and

WHEREAS, the Town is authorized, under Section 31-15-801, Colorado Revised Statutes, as amended, to lease and purchase property and to execute, deliver and perform its obligations under the Lease Purchase subject to annual appropriation, where such obligation shall not constitute an indebtedness of the Town within the meaning of the constitutional limitations on contracting of indebtedness; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF IGNACIO:

1. The Lease Purchase Agreement with Ignacio School District No 11-JT for the ELHI properties, as further described in the attached Exhibit A, is hereby approved.
2. This Ordinance shall become effective 30 days after the publication thereof.

PASSED, APPROVED, ADOPTED AND ORDERED PUBLISHED this 8th Day of May, 2023,

TOWN OF IGNACIO, COLORADO

Clark Craig, Mayor

ATTEST:

Tuggy Dunton, Town Clerk

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT dated as of May __, 2023 (referred to herein as the “Lease” or the “Lease Purchase”), between **IGNACIO SCHOOL DISTRICT NO. 11-JT** (the “District”) a duly organized and existing school district and political subdivision and body corporate of the State of Colorado (the “State”), as lessor, and **TOWN OF IGNACIO** (the “Town”), a statutory town and political subdivision and body corporate of the State, as lessee.

WITNESSETH:

WHEREAS, the Town is a duly and regularly created, organized and existing political subdivision of the State, existing as such under and by virtue of the Constitution and statutes of the State; and

WHEREAS, the Town is authorized, under Section 31-15-801, Colorado Revised Statutes, as amended, to lease and purchase property and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, the obligation of the Town to pay Base Rentals and the obligation of the Town to pay the Purchase Price hereunder shall be subject to annual appropriation, and such obligation shall not constitute an indebtedness of the Town within the meaning of the constitutional limitations on contracting of indebtedness by municipalities; and

WHEREAS, the execution, performance and delivery of this Lease Purchase, have been authorized, approved and directed by the Town Board of Trustees (the “Town Board”) by an ordinance effective 30 days after its passage and publication finally passed and adopted by the Town Board; and

WHEREAS, the District is a duly and regularly created, organized and existing political subdivision of the State, existing as such under and by virtue of the Constitution and statutes of the State; and

WHEREAS, the District has stated that it is authorized under Section 22-32-110(1)(e), Colorado Revised Statutes, as amended, to lease, sell, and convey property that is surplus to the District’s needs, and to execute, deliver and perform its obligations under this Lease Purchase; and

WHEREAS, this Lease Purchase has been authorized, approved and directed by the District Board of Education (the “School Board”) by a resolution finally passed and adopted by the School Board.

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

Article I. DEFINITIONS

A. Terms Defined in Preamble and Recitals. The following terms shall have the meanings set forth in the preamble and recitals hereto: “Town Board,” “Town,” “District,” “School Board,” “Lease,” and “State.”

B. Additional Definitions. The following additional terms shall have the meanings specified below:

1. “*Authorized Officer of the Town*” means the Town Mayor and/or Town Manager, and any other person authorized by resolution of the Town Board to perform any act or execute any document.

2. “*Base Rentals*” means the payments payable by the Town during the Lease Term pursuant to Article VI. of this Lease and as set forth in Exhibit B, which constitute the payments payable by the Town for and in consideration of the right to use the Leased Property during the Lease Term and as consideration for the purchase of the property upon the final payment. The amount for the Lease is \$5,000 per month and is inclusive of the amounts in Exhibit B paid in total for the Lease Purchase.

3. “*Base Rental Payment Dates*” means annual payments on July 1 of each Fiscal Year, commencing July 1, 2023 and ending July 1, 2025 in the amounts shown on Exhibit B, unless there is an earlier purchase of the property made by the Town.

4. “*Business Day*” means any day other than a Saturday, a Sunday or a day on which banks in Durango, Colorado are authorized by law to remain closed.

5. “*Counsel*” means an attorney at law or law firm (who may be counsel for the District or the Town) who is satisfactory to the Town or the District.

6. “*Event of Default*” means one or more events of default as defined in Article XIV of this Lease.

7. “*Fiscal Year*” means the fiscal or budget year of the Town, which begins on January 1 of any year and ends on December 31 of the same year (i.e., The Fiscal Year is the same as the calendar year).

8. “*Force Majeure*” means, without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; public health emergencies; or any other cause or event not within the control of the Town.

9. “*Hazardous Substance*” means and includes: (a) the terms “hazardous substance,” “release” and “removal” which, as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. §9601 and in Colorado law, provided, however, that the term “hazardous substance” as used herein shall also include “hazardous waste” as defined in paragraph (5) of 42 U.S.C. §6903 and “petroleum” as defined in paragraph (8) of 42 U.S.C. §6991; (b) the term “superfund” as used herein means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, being Title 42 U.S.C. §9601 et seq., as amended, and any similar State of Colorado statute or local ordinance applicable to the Leased Property, including, without limitation, Colorado rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto; and (c) the term “underground storage tank” as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. §6991.

10. “*Insurance Consultant*” means CIRSA (Colorado Intergovernmental Risk Sharing Agency).

11. “*Lease Remedy*” or “*Lease Remedies*” means any or all remedial steps provided in Article XIV of this Lease whenever an Event of Default hereunder has happened and is continuing.

12. “*Lease Term*” means the time during which the Town is the lessee of the Leased Property under this Lease, as provided in and subject to Article IV of this Lease.

13. “*Leased Property*” means the real property described in Exhibit A attached hereto, situate in the County of La Plata and State of Colorado, and includes all existing appurtenant water rights, settling pond, facilities, structures, equipment, furnishings and improvements.

14. “*Net Proceeds*” when used with respect to any performance or payment bond proceeds, or proceeds of insurance, including self-insurance, required by this Lease, or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any contract relating to the Leased Property or proceeds from any Lease Remedy, means the amount remaining after deducting from such proceeds (a) all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds or award; and (b) all other fees, expenses and payments due to the District.

15. “*Opinion of Counsel*” means a written opinion of legal counsel.

16. “*Permitted Encumbrances*” means, as of any particular time: (a) liens for taxes and assessments not then delinquent to be paid by the District, or liens which may remain unpaid pending contest pursuant to the provisions of Article VIII and Article IX of this Lease; (b) this Lease; (c) utility, access and other easements and rights of way, restrictions and exceptions which an Authorized Officer of the Town certifies will not interfere with or impair the Leased Property; (d) any financing statements filed to perfect security interests pursuant to this Lease Purchase; (e) any encumbrance represented by financing statements in forms appropriate to perfect purchase money security interests given by the District in any of the Leased Property; (f) existing easements, covenants, restrictions, liens and encumbrances (if any) to which title to the Leased Property was subject when the Leased Property was conveyed to the District, and which do not interfere in any

material way with the Leased Property; and (g) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property and as do not render the title unmarketable.

17. “*Purchase Price*” means the amount payable by the Town for the purpose of purchasing the Leased Property which amount is set forth in Article XII of this Lease Purchase.

18. “*Requirement of Law*” means any material federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to environmental, health or safety matters.

Article II. REPRESENTATIONS, COVENANTS AND WARRANTIES

A. Representations, Covenants and Warranties of the Town. The Town represents, covenants and warrants as follows:

1. The lease and purchase of the Leased Property from the District pursuant to this Lease serves a public purpose and is in the best interests of the Town and its residents.

2. The execution, delivery and performance of this Lease by the Town have been duly authorized by the Town Board.

3. This Lease Purchase is enforceable against the Town in accordance with its terms, subject to annual appropriation, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

4. The execution, delivery and performance of the terms of this Lease Purchase by the Town does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Town is now a party or by which the Town is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Lease Purchase, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Town.

5. There is no litigation or proceeding pending or to the best of its knowledge threatened against the Town or any other person affecting the right of the Town to execute, deliver or perform its obligations of the Town under this Lease Purchase.

6. The Town will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Lease Purchase; the Leased Property is and will be property that is necessary and essential to the Town’s purpose and operations; and the Town finds, intends, and

expects that the Leased Property will adequately serve the needs for which it is being leased throughout the full Lease Term.

7. The Base Rentals in each Fiscal Year during the Lease Term are \$5,000 per month but when added to purchase price payment are as set forth in Exhibit B. The amounts payable hereunder do not exceed the fair value of the Leased Property, and the full Lease Term does not exceed the weighted average useful life of the Leased Property. In making the representations, covenants and warranties set forth above in this subsection, the Town has given due consideration to the purposes for which the Leased Property will be used by the Town, the benefits to the Town from the use of the Leased Property, the Town's option to purchase the Leased Property hereunder prior to the agreed-upon date for the expiration of the Lease Term and the terms of this Lease Purchase governing the use of the Leased Property.

8. The Town has, by Ordinance of the Town Board of even date herewith, made an irrevocable pledge of current funds to pay the first year's Base Rentals and the other payments during the Lease Term are subject to annual appropriation.

B. Representations, Covenants and Warranties of the District. The District represents, covenants and warrants as follows:

1. The District has all requisite power to carry out its obligations under this Lease, and has duly executed and delivered this Lease Purchase and all other documents related to this Lease Purchase.

2. The District is not aware of any current violation of any Requirement of Law or the presence of any Hazardous Substance or hazardous material that is not encapsulated relating to the Leased Property.

3. The District owns fee title to the Leased Property. No lien or encumbrance on the property will materially impair the Town's use of the real property on which the Leased Property is located for the purposes for which they are, or may reasonably be expected to be, held.

4. The District shall maintain and provide upon request by the Town an inventory of all furniture, fixtures and equipment that are included with the Leased Property.

5. Except as specifically provided in this Lease, the District will not pledge or assign its right, title and interest in and to any of its rights under this Lease or assign, pledge, mortgage, encumber or grant a security interest in its right, title and interest in, to and under this Lease or the Leased Property, except for Permitted Encumbrances.

6. This Lease Purchase is enforceable against the District in accordance with its terms. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing.

7. There is no litigation or proceeding pending or threatened against the District or any other person affecting the right of the District to execute this Lease and to perform its obligations hereunder and thereunder.

8. Purchase price payments (those exceeding \$5,000 per month) shall be held in an escrow account of the District or in a special trust account established by the District, and not spent or commingled with other funds until closing on the property.

Article III. LEASE OF LEASED PROPERTY

The District demises and leases the Leased Property to the Town, and the Town leases the Leased Property from the District, in accordance with the provisions of this Lease Purchase, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

Article IV. LEASE TERM

A. Duration of Lease Term. The Lease Term shall commence as of the date hereof and continue through July 1, 2025.

B. Termination of Lease Term. The Lease Term shall terminate upon date set forth in Section A. above, unless sooner terminated by either of the following events:

1. The conveyance of the Leased Property to the Town upon payment of the Purchase Price consisting of all Base Rentals as provided in Article XI of this Lease Purchase; or
2. An Event of Default and termination of this Lease under Article XIV of this Lease Purchase.

Article V. ENJOYMENT OF LEASED PROPERTY

A. District's Covenant of Quiet Enjoyment. The District hereby covenants that the Town shall during the Lease Term peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the District, except as expressly required or permitted by this Lease. The District shall, at the request of the Town, join and cooperate fully in any legal action in which the Town asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Town may join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder. Notwithstanding the foregoing, the Town hereby consents to the inspection by the District of all books, accounts and records maintained by the Town with respect to the Leased Property and this Lease Purchase.

B. Town's Need for the Leased Property; Determinations as to Fair Value and Fair Purchase Price. The Town has determined and hereby determines that it has a current need for the Leased Property. The Town has determined and hereby determines that the sums payable

hereunder represent the fair value of the purchase of the Leased Property. In making such determinations, the Town has given consideration to the estimated current value of the Leased Property, the uses and purposes for which the Leased Property will be employed by the Town, the benefit to the citizens and inhabitants of the Town by reason of the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease Purchase, and the expected eventual vesting of unencumbered title to the Leased Property in the Town.

Article VI. PAYMENTS BY THE TOWN

A. Payments Subject to Annual Appropriation and to Be Paid From Available Funds

The Town and the District acknowledge and agree that current funds of the Town in amounts sufficient to pay the Base Rentals hereunder during the first year of the Lease Purchase, have been irrevocably pledged by the Town Board, but that payments beyond the first year are subject to annual appropriation.

B. Base Rentals.

Subject to annual appropriation, the Town shall pay all Base Rentals directly to the District during the Lease Term, on the Base Rental Payment Dates and in the amounts set forth in Exhibit B, attached hereto and made a part hereof.

C. Interest Component. A portion of each payment of Base Rentals is paid as, and represents payment of, interest. Exhibit B hereto sets forth the interest component of each payment of Base Rentals. The interest component of Base Rentals shall accrue at the initial rate of 0% per annum, computed on the basis of a 365 day year as set forth in Exhibit B.

D. Manner of Payment. The Base Rentals and, when paid, the Purchase Price, shall be paid by the Town by certified funds or other method of payment acceptable to the District in lawful money of the United States of America to the District at its administrative offices. The obligation of the Town to pay the Base Rentals during the first year of the Lease Term shall be absolute and unconditional, payable from all legally available sources, and payment of the Base Rentals shall not be abated through accident or unforeseen circumstances, or for any other reason, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Property, commercial frustration of purpose, it being the intention of the parties that the payments required by this Lease Purchase will be paid in full when due without any delay or diminution whatsoever, subject to annual appropriation.

Article VII. TITLE TO THE LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

A. Title to the Leased Property. Title to the Leased Property shall remain in the District until conveyed to the Town at the time of the third payment, unless purchase price is paid earlier. Title and closing shall occur upon payment in full of the purchase price.

B. No Encumbrance, Mortgage or Pledge of Leased Property. The District represents and warrants that it shall provide the Leased Property to the Town free of all liens including mechanic's

liens. Thereafter, the Town shall not permit any mechanic's or other lien to remain against the Leased Property; provided that, if the Town shall first notify the District of the intention of the Town to do so, the Town may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the District shall notify the Town that, in the Opinion of Counsel, by nonpayment of any such items the District's title to or interest in the Leased Property will be materially endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the Town shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The District will cooperate fully with the Town in any such contest, upon the request and at the expense of the Town. Except as may be permitted by this Lease Purchase, the District shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, except Permitted Encumbrances. The Town and the District shall promptly, at their own respective expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which each shall respectively have created, incurred, or suffered to exist.

Article VIII. MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

A. Maintenance of the Leased Property by the Town. The Town agrees that at all times during the Lease Term the Town will maintain, preserve and keep all portions of the Leased Property or cause the Leased Property to be maintained in no worse condition than exists at the time of the lease purchase execution (including without limitation regular janitorial services, snow removal and trash clean-up and removal), preserved and kept, in good repair, working order and condition, and that the Town will from time to time make or cause to be made all necessary and proper repairs. The Town shall have no obligation to improve the Leased Property beyond its present condition. The District shall not have any responsibility for such maintenance or repairs or for the making of any additions, modifications or replacements to the Leased Property.

B. Modification of the Leased Property, Installation of Furnishings and Equipment of the Town. The Town shall have the privilege of making substitutions, additions, modifications and improvements to any portion of the Leased Property, at its own cost and expense; and the same shall be the property of the District unless the Leased Property is conveyed to the Town and, subject to this Lease Purchase, shall be included under the terms of this Lease; provided, however, that such substitutions, additions, modifications and improvements shall not in any way damage the Leased Property or cause the Leased Property to be used for purposes other than lawful governmental or proprietary functions of the Town (except to the extent of subleasing permitted under Article XIII hereof); and provided that the Leased Property, as improved or altered, upon completion of such substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Leased Property immediately prior to making such substitutions, additions, modifications and improvements.

The Town may also, from time to time in its sole discretion and at its own expense, install machinery, equipment, and other tangible personal property in or on any Leased Property. All such machinery, equipment, and other tangible personal property shall remain the sole property of

the Town in which the District shall have not any interests; provided, however, that title to any such machinery, equipment, and other tangible personal property which becomes permanently affixed to any Leased Property as a fixture, shall be deemed part of the Leased Property and shall be included under the terms of this Lease Purchase.

C. Contractor Performance Bonds. Each contractor retained by the Town to make improvements to the property shall provide a performance bond or bonds covering with respect to any improvements to the Leased Property (a) performance of the applicable project contracts and (b) payment for labor and materials, in each case issued by a responsible surety company qualified to do business in the State of Colorado. Such bond or bonds shall name the District and Town as co-insured parties and shall be in amounts equal in the aggregate to the fixed contract price or prices.

D. Taxes, Other Governmental Charges and Utility Charges. In the event that the Leased Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the Town shall pay the amount of all such taxes, assessments and governmental charges when due if they accrued during the lease term. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Town shall be obligated to provide for them only for such installments as are required to be paid during the Lease Term, subject to annual appropriation. Except for Permitted Encumbrances, the Town shall not allow any liens for taxes, assessments or governmental charges to accrue after the Lease Purchase is entered into with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied upon the Leased Property or any portion thereof which, if not paid, will become a charge on the rentals and receipts from the Leased Property or any portion thereof, or any interest therein, including the interest of the District), or the rentals and revenues derived therefrom or hereunder. The Town shall also pay as the same respectively become due, all utility and other charges incurred in the maintenance and upkeep of the Leased Property that accrue during the lease term.

E. Provisions Regarding Liability, Property and Worker's Compensation Insurance. Upon the delivery and acceptance of the Leased Property as provided in this Lease, the Town shall, at its own expense, cause casualty and property insurance to be carried and maintained with respect to the Leased Property in an amount equal to the replacement cost of the Leased Property. Such insurance policy may have a deductible clause in an amount not to exceed Five Thousand Dollars (\$5,000.00) or such greater amount as is approved in writing by the District. Any property damage insurance policy required by this Section E shall be so written or endorsed as to show the District, as loss payee and/or additional insured, and to make losses exceeding \$25,000, if any, payable to the Town and the District, as their respective interests may appear with covered loss of or damage to the property to each mortgage holder, lienholder or creditor to the extent of their interest as of the date of loss subject to the Limits of Coverage as stated in the Declarations and subject to all terms and conditions of the Town's CIRSA policy.

1. Upon the execution and delivery of this Lease, the Town shall, at its own expense, cause public liability insurance, including blanket contractual liability or specific contractual liability insurance for this Lease Purchase and public officials' errors and omissions coverage, to be carried and maintained with respect to the activities to be undertaken by the Town and its officers, officials, agents and employees in connection with the use and possession of the Leased

Property. All such policies (other than errors and omissions) shall show the District and all directors, officers, and employees thereof, as additional insureds. Such coverage shall be in amounts not less than the limits of liability per occurrence set by the Colorado Governmental Immunity Act as the same may from time to time be amended, to a \$2,000,000 annual aggregate, for claims to which the defense of sovereign immunity applies. The public liability insurance required by this Subsection E.1. may be by blanket insurance policy or policies.

2. Each property and liability insurance policy provided for in this Section E. shall, to the extent that local industry practice permits, contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of the District without first giving written notice thereof to the District at least 30 days in advance of such cancellation or modification. In the event that the Town has received such notice of cancellation or modification, it shall immediately furnish to the District a new insurance policy or certificate evidencing such policy replacing the cancelled or modified policy and effective on or before the effective date of such cancellation or modification.

4. The Town shall provide certified copies of all insurance policies required under this Section E. or certificates of insurance with appropriate endorsements attached evidencing, that the District has been named as loss payee and/or additional insured and that the thirty-day notice of cancellation provision is in effect. CIRSA will provide a certificate of insurance. Since CIRSA's policies contain provisions that allow loss payees and additional insureds be added when required by written contract, endorsements will not be included with the certificates of insurance. CIRSA can provide copies of the policies but cannot guarantee it will be within 30 days of closing. No agent or employee of the Town shall have the power to adjust or settle any loss with respect to the Leased Property, whether or not covered by insurance, without the prior written consent of the District; except that losses not exceeding \$25,000 may be adjusted or settled by the Town without the District's consent.

Article IX. EASEMENTS

As long as no Event of Default shall have happened and be continuing, the District shall only upon the request of the Town, grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in this Lease Purchase, free from this Lease Purchase and any security interest or other encumbrance created hereunder or thereunder, and the District shall release existing easements, licenses, rights-of-way, and other rights and privileges with respect to such property or rights, with or without consideration, and shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other grant or privilege upon receipt of: (a) a copy of the instrument of grant or release; and (b) a written application signed by an Authorized Officer of the Town requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of the Leased Property.

**Article X. DAMAGE, DESTRUCTION AND CONDEMNATION;
USE OF NET PROCEEDS**

A. Damage, Destruction and Condemnation. If, during the Lease Term (a) the Leased Property or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (b) title to, or the temporary or permanent use of, the Leased Property or any portion thereof or the estate of the Town or the District in the Leased Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; then, subject to the provisions of paragraph B below, the Town shall not be obligated to continue to pay Base Rentals and the Purchase Price (at the required time) without offset or abatement. Lease Purchase may be terminated at option of Town. Upon such termination, the District shall keep and retain all sums paid prior to the date of termination upon which any purchase price beyond the \$5,000 per month rent shall be returned to the Town. To the extent the District receives funds from insurance regarding damage or destruction to the Leased Property, or proceeds of condemnation or eminent domain, regarding the Leased Property, those funds shall be paid to the Town, or may be applied to the purchase price, at the option of the Town.

B. Obligation of the Town and District to Repair and Replace the Leased Property. In the event of damage or destruction of the Leased Property, the Town and, to the extent such Net Proceeds are within their control, the District, shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards to be applied, to the prompt repair, restoration, or replacement of the Leased Property.

C. Insufficiency of Net Proceeds. If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, or replacement of the Leased Property required under this Article X, the Town shall, within ninety (90) days after the occurrence of an event specified in Article X, Section A above, proceed with one of the following three options after providing to the District written notice of the option selected:

1. Complete the work or replace such Leased Property (or portion thereof) with similar property of a value equal to or in excess of such Leased Property or portion thereof and the Town agrees that, if by reason of any such insufficiency of the Net Proceeds, the Town shall make any payments pursuant to the provisions of this Article X, the Town shall not be entitled to any reimbursement therefor from the District, nor shall the Town be entitled to any diminution of the Base Rentals payable under this Lease; or

2. Apply the Net Proceeds to the payment of the Purchase Price in accordance with Article XI of this Lease; (i) in the event of an insufficiency of the Net Proceeds for such purpose, the Town shall pay such amounts as may be necessary to equal that portion of the Purchase Price which is attributed to the Leased Property for which the Net Proceeds have been received (as certified to the District by the Town), and (ii) in the event the Net Proceeds shall exceed such portion of the Purchase Price, such excess shall be retained by the Town; or

3. Terminate this Lease Purchase Agreement.

D. Cooperation of the District. At the expense of the Town, the Town shall cooperate fully with the District in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Article X, Section A of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof and in the enforcement of all warranties relating to the Leased Property. In no event shall the District voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any portion thereof without the written consent of the Town.

E. Condemnation by the Town. The Town agrees that, to the extent permitted by law, in the event it brings an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property, the fair market value of the condemned portion of the Leased Property shall be not less than the Purchase Price.

Article XI. DISCLAIMER OF WARRANTIES; OTHER COVENANTS

A. Disclaimer of Warranties. THE DISTRICT DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY. THE TOWN HEREBY ACKNOWLEDGES AND DECLARES THAT THE TOWN IS SOLELY RESPONSIBLE FOR THE USE, CONSTRUCTION, IMPROVEMENT, EQUIPPING, MAINTENANCE AND OPERATION OF THE LEASED PROPERTY, AND THAT THE DISTRICT DOES NOT HAVE ANY RESPONSIBILITY THEREFOR. For the purpose of enabling the Town to discharge such responsibility, the District constitutes and appoints the Town as its attorney in fact for the purpose of constructing, improving, equipping, maintaining and operating the Leased Property, and asserting and enforcing, at the sole cost and expense of the Town, all constructor's or manufacturer's warranties and guaranties, express or implied, with respect to the Leased Property, as well as any claims or rights the District may have in respect of the Leased Property against any manufacturer, supplier, contractor or other person. In no event shall the District be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the Town of any item, product or service provided for herein.

B. Further Assurances and Corrective Instruments. The District and the Town agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

C. Compliance With Requirements. During the Lease Term, the Town and the District shall observe and comply promptly to the extent possible with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof, provided that the Town and the District may contest or appeal such orders so long as they are in compliance with such orders

during the contest or appeal period, and all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof.

E. Tax and Securities Disclaimer. The District disclaims any and all representations that this Lease and/or the Town's obligations and/or benefits hereunder comply with any tax or securities legal requirements under state or federal law. Each party hereto shall obtain its own separate tax and securities legal advice and take such measures with respect thereto as such party shall determine necessary and appropriate.

F. Immunity.

In the exercise of the powers of the District by its employees and agents under this Lease, including (without limiting the foregoing) the application of moneys and the investment of funds, the District shall not be accountable to the Town for any action taken or omitted with respect to this Lease by it or its employees and agents reasonably believed by it or them to be authorized or within the discretion or rights or powers conferred under this Lease. The District and its employees and agents shall be protected in its or their actions taken in reliance upon any paper or documents believed by it or them to be genuine and consistent with their rights or powers under this Lease, and it or they may conclusively rely upon the advice of Counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the Town for any claims based on this Lease against any employee or agent of the District alleging personal liability on the part of such person.

G. Access to Leased Property. The Town agrees that the District, and any authorized representative of the District, shall have the right at all reasonable times to examine and inspect the Leased Property and all of the Town's books and records with respect thereto. The Town further agrees that the District, and any such representative shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the Town to perform its obligations under this Lease.

H. Annual Budgets and Audited Financial Statements. The Town shall provide its annual budget to the District within the first five Business Days of the Fiscal Year for each annual budget which shall be fulfilled by posting on the Town's website. Additionally, the Town shall provide its audited financial statements by an independent certified public accountant to the District, annually, within fifteen Business Days of their acceptance by the Board, upon request by the District. The Town shall use its best efforts to provide such audited financial statements to be delivered to the District no later than seven months after the close of the Town's Fiscal Year.

I. Environmental Covenant. The Town shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Leased Property in violation of any Requirement of Law, shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, there over or therefrom in violation of any Requirement of Law, shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Requirement of Law, shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any

Requirement of Law and shall comply with all other Requirement of Law which are applicable to the Leased Property. Notwithstanding the foregoing, the Town will not be responsible for the removal of asbestos or mold or any Hazardous Substance existing on the Leased Property at the time of execution hereof.

Article XI. PURCHASE AND SALE OF THE LEASED PROPERTY

A. Purchase and Sale. This Article XI shall constitute an agreement for purchase and sale between the District and the Town, whereby District agrees to sell and the Town agrees to purchase the Leased Property upon the terms and conditions stated herein below.

1. The purchase price shall be One million one hundred thousand Dollars (\$1,100,000) (the "Purchase Price") payable as follows: the Purchase Price, shall be paid in funds available for immediate withdrawal by the District in the amounts and dates as set forth in Exhibit B.

2. The Purchase Price shall include all structures, facilities, fixtures and improvements located on the Leased Property, conveyed free and clear of all taxes, liens and encumbrances. Any items of personal property that the District is willing to sell will be priced based upon a separate negotiation, and any such personal property shall be conveyed by bill of sale.

B. Inspection Rights; Survey. Upon execution of this Lease Purchase, the Town shall be provided with full access to the Leased Property and shall be permitted to inspect and examine the Leased Property and improvements thereon, as well as all conditions relating thereto including, without limitation, zoning, drainage, flood control, water, sewage, electricity, gas and other utility connections, economic feasibility, construction suitability, submittals, the parcel map (and any conditions thereto) and any other matter, element or concern with respect to the operation of the Leased Property. Town may at Town's election also obtain a complete ALTA survey ("ALTA Survey") or other survey deemed adequate by the Town, at Town's own sole cost and expense. Town shall also have the right to perform any environmental assessment, or any other investigation that would drill, extract or physically alter or change the condition of the Leased Property; provided that Town shall restore the Leased Property, or either of them, if necessary, to its original condition promptly after completing its inspection work and any testing of the Leased Property, and such obligation shall survive the termination of this Lease. Except as expressly required by applicable law or contract, or as needed to enforce this agreement, the Town shall keep confidential the results and findings of Town's studies, surveys, and inspections of the Leased Property. No examination, surveys, inspections or tests by Town shall unreasonably interfere with, or damage, any current use of the Leased Property by the District. Town shall promptly notify the District in writing of any matter discovered during inspection, survey, and/or investigation pursuant to this Section B which makes the Leased Property unsuitable for the Town's purposes, in the Town's sole judgment, and such any such matters shall be deemed Objections to which the provisions of Section D below shall apply.

C. Title Insurance/Title Conditions. A current commitment for title insurance policy issued by a title company to be selected by the District, in an amount equal to the Purchase Price, shall be furnished by the District to the Town within sixty (60) days prior to the execution of this Lease.

Except for modifications, if any, pursuant to Objections as defined below, the Town shall take title to the Leased Property subject to all easements, covenants, restrictions, mineral leases, and other conditions which appear in the Schedule B-2 Exceptions to Title as provided in the insurance commitment for the Leased Property. Moreover, Town shall take the Leased Property subject to the inclusion of the Leased Property within any special taxing districts, utility distribution easements, and those off-record conditions which have been disclosed to Town pursuant to this Lease. The District will provide written disclosure of off-record conditions within 60 days of the execution of this Lease Purchase.

D. Objections. In the event that the Town determines that any matter disclosed by any survey or ALTA Survey, or discovered in the Town's inspection under Section B above, or discovered in the Town's title review or review of off-record disclosures under Section C above, or discovered in other due diligence, which makes the Leased Property unsuitable for the Town's purposes, in the Town's sole judgment, the Town shall promptly notify the District in writing of such matter or matters (hereinafter referred to as "Objections"). The District shall have no responsibility whatsoever for curing any Objections; provided however, the District, at its option, may cure or remove any Objections by giving the Town written notice of the District's intention to cure or remove such Objections within fifteen (15) business days after receipt of Town's written notice thereof. If the District fails to give Town written notice within fifteen (15) business days after receipt of written notice of Objections, the Town shall have Fifteen (15) business days in which to decide whether this Lease shall be deemed canceled and of no further force or effect, or whether to waive such Objections. If the Lease is cancelled, the District shall return payments made by the Town. If the Town has not given The District notice within such Fifteen -business day period that the Objections will be waived, then this Lease shall be deemed canceled and of no further force or effect, and the parties hereto shall have no further obligations hereunder and payments made by the Town shall be returned (except obligations hereunder that expressly survive termination of this Lease). Unless Town provides notice of an Objection as set forth in this Section D, or if the Town provides written notice of waiver of Objections, the Town shall be deemed to have accepted all conditions of the Leased Property, survey, and title as satisfactory.

E. Costs. The cost of the title commitment and the premium on the title insurance policy shall be paid by the District. The closing costs shall be split equally between the parties. The District and Town shall each pay their own respective legal and professional fees and fees of other consultants incurred by the District and Town. The Town shall pay one hundred percent (100%) of all costs of the Town's due diligence, including fees due its consultants and attorneys and all costs and expenses of any survey or Phase I, Phase II, or other environmental studies which the Town desires to obtain, and all fees related to any financing to be obtained by the Town.

F. Closing. The closing and date for payment of the Purchase Price and delivery of the deed shall be Tuesday, July 1, 2025, which is the date of the final installment of the payment of the purchase price, or shall be earlier upon the final payment of the Purchase Price if the final payment is made earlier than July 1, 2025. The specific hour of closing shall be determined by mutual agreement of the parties. The closing shall be held at the title insurance company or such other location as may be determined by mutual agreement of the parties.

1. Title shall be merchantable in the District. Subject to payment or tender as above provided, the District shall execute and deliver a good and sufficient SPECIAL WARRANTY DEED to the Town conveying the Leased Property free and clear of all taxes, except the general real estate property taxes for the year of closing, and free and clear of all liens, mortgages, deeds of trust, and encumbrances except those that may be permitted by the Town in writing. The District's water rights described above shall be conveyed by Bargain and Sale deed at closing.

2. Any encumbrance required to be paid by the District may be paid at the time of settlement at closing from the proceeds of this transaction or from any other source.

3. The Town shall remain in possession of the Leased Property from the last day of the Lease Term through the date of Closing

G. Early Purchase Option. The District hereby grants to the Town the option to proceed to Closing prior to the expiration of the Lease Term, upon sixty days' prior written notice to the District. The District hereby acknowledges the sufficiency of the consideration provided by the Town for such Early Purchase Option. In the event the Town exercises this Early Purchase Option, all the parties' respective obligations hereunder will continue through the date of Closing, and this Lease will terminate at 11:50 pm on the date of Closing, provided that all obligations of the Town are met and fulfilled and no Event of Default has occurred.

Article XII. NOTICES

Any notices required or permitted hereunder shall be in writing and shall be sufficient if personally delivered, sent by overnight delivery or sent by certified mail, return receipt, addressed as follows:

If to the District:

Ignacio School District No. 11-JT
PO Box 460
Ignacio, CO 81137
Attn: Superintendent of Schools

with a required copy (which shall not constitute notice) to:

Semple, Farrington, Everall & Case, P.C.
1120 Lincoln Street, Suite 1308
Denver, Colorado 80203

If to the Town:

Town of Ignacio
PO Box 459
Ignacio, CO 81137
Attn: Town Manager

with a required copy (which shall not constitute notice) to:

Law Office David Liberman, LLC
1099 Main, Suite 312
Durango, CO 81301

Notice personally delivered and overnight delivery shall be effective upon delivery. Mail notice shall be effective three (3) business days after mailing.

Article XIII. ASSIGNMENT, SUBLEASING AND USE BY TOWN

A. Assignment and Subleasing of the Lease Purchase. This Lease Purchase may not be assigned by the Town for any reason other than to a successor by operation of law except with the District's consent, which shall not be unreasonably withheld. However, the Leased Property may be subleased to any other person or entity, as a whole or in part, by the Town, but without the necessity of obtaining the consent of the District, subject, however, to each of the following conditions:

1. This Lease Purchase, and the obligations of the Town hereunder, shall, at all times during the Lease Term remain obligations of the Town, and the Town shall maintain its obligations to the District, notwithstanding any sublease.

2. The Town shall furnish or cause to be furnished to the District a copy of any sublease agreement.

3. No sublease by the Town shall violate the Constitution or laws of the State.

4. The temporary use of the Leased Property by one or more community groups under the Town's community use of Town facilities policies or similar procedures shall not constitute an assignment or subletting in violation of this section.

Article XIV. EVENTS OF DEFAULT AND REMEDIES

A. Events of Default Defined. Any one of the following shall be an “Event of Default” under this Lease Purchase:

1. Failure by the Town to pay any Base Rentals or other financial obligations incurred under this Lease Purchase during the Lease Term within fifteen business days after the same become due, however payments beyond the current fiscal year are subject to annual appropriation, and provided the District shall provide five days advance notice that the rent or other funds are overdue prior to declaring this default;

2. Failure by the Town to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder or under any certificates executed and delivered by the Town in connection with the execution and delivery of this Lease, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the Town by the District, unless the District shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the District shall not withhold its consent to an extension of such time if corrective action is instituted by the Town within the applicable period and diligently pursued until the default is corrected. Such consent by the District shall not be unreasonably withheld.

3. The Town (i) files a petition or application seeking reorganization, arrangement under federal bankruptcy law, or other debtor relief under the laws of the State or (ii) is the subject of such a petition or application which is not contested by the Town, or otherwise dismissed or discharged, within 30 days.

B. Force Majeure. If, by reason of Force Majeure, the Town shall be unable in whole or in part to carry out any obligation on its part herein contained, other than the obligations on the part of the Town contained in Article VI of this Lease, the Town shall not be deemed in default during the continuance of such inability. The Town agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the Town from carrying out its obligations; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Town.

C. Remedies on Default. Whenever any Event of Default referred to in Section A of this Article XIV shall have happened and be continuing, the District may, without any further demand or notice, take one or any combination of the following remedial steps:

1. The District may provide a notice of its intent to terminate the Lease Purchase and initiate judicial proceeding necessary to foreclose the lease purchase interest as necessary. in accordance with Colorado law.

2. The District may recover from the Town:

a. The portion of Base Rentals plus other expenses owed under the Lease Purchase such as utilities, taxes if any, and insurance, which would otherwise have been payable hereunder, at \$5,000 per month Base Rentals, pro-rated during any period in which the Town continues to occupy, use or possess the Leased Property and shall return to the Town that portion of the payments to the Town it has made to the District beyond \$5,000; and

D. No Remedy Exclusive. No remedy herein conferred upon or reserved to the District is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the District to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV or as required by law

E. Waivers. The District may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

F. Agreement to Pay Attorneys' Fees and Expenses. To the extent permitted by law, the prevailing party in litigation shall be entitled to an award of its reasonable attorney's fees and court costs. Prior to litigation, the parties shall enter into good faith negotiations to resolve a dispute, and shall attempt to engage in non-binding mediation to resolve any dispute.

Article XV. MISCELLANEOUS

A. Sovereign Powers of Town. Nothing in this Lease Purchase shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of the Town.

B. Binding Effect. This Lease Purchase shall inure to the benefit of and shall be binding upon the District and the Town and their respective successors and assigns.

C. Amendments, Changes and Modifications. Except as otherwise provided in this Lease Purchase, this Lease Purchase may not be effectively amended, changed, modified or altered without the written consent of the parties hereto.

D. Net Lease. This Lease Purchase shall be deemed and construed to be a "triple net lease," and the Town shall, pay absolutely net during the Lease Term, the Base Rentals, and all other payments required hereunder, subject to the annual appropriation provisions herein.

E. Recording of Lease. The Town may record this Lease Purchase, at the sole decision of the Town, in the office of the La Plata County Clerk and Recorder; provided, however, that the Town will promptly provide the District with a full and true copy of the recorded Lease showing the recording information.

F. Joint Preparation. The parties hereto have participated jointly in the negotiations and drafting of this Lease. In the event any ambiguity or question of intent or interpretation arises, this Lease Purchase shall be construed as if drafted jointly by both parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Lease Purchase.

G. Article and Section Headings. Article and Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Lease.

H. Time is of the Essence. Time is of the essence hereof, and all terms, conditions, obligations and covenants shall be tendered or performed as specified herein. If any obligation hereunder is not performed or waived as herein provided, the Parties shall have such remedies as are available under applicable law.

I. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease Purchase.

J. Severability. In the event that any provision of this Lease, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

L. Execution in Counterparts. This Lease Purchase may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

M. Applicable Law; Venue. This Lease Purchase shall be governed by and construed in accordance with the laws of the State, without regard to conflict of laws principles. Venue for any legal proceedings arising from or in connection with this Lease shall be in the District Court of La Plata County, Colorado.

WITNESS the due execution hereof as of the day and the year first mentioned above.

[Signature Page to Lease Purchase Agreement follows]

[Lease Signature Page]

Exhibit A

Below are details for four (4) separate properties associated with this Lease:

1: Parcel Number: 595508400002

Legal Description: Halls First Addition – Town of Ignacio; Section: 8, Township: 33:
Range: 7, Tract in NW/4, SE/4, totaling 4.48 acres

2: Parcel Number: 595508308001

Legal Description: Halls First Addition – Town of Ignacio; Block 5; Lots 1-13,
totaling .933 acres

3: Parcel Number: 595508308002

Legal Description: Halls First Addition – Town of Ignacio; Block 5; Lots 14-26 (East 70 feet)
totaling .522 acres

4: Parcel Number: 595508305013

Legal Description: Halls First Addition – Town of Ignacio; Block 4; Lots 1-2,
totaling .172 acres

All water rights owned by the District that are assigned or conveyed to the above properties will transfer with this Lease Purchase Agreement.

Exhibit B—Payment Schedule for Lease Purchase Agreement for the ElHi property

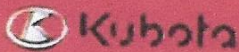
| Date of payment due | Payment | |
|---------------------|--|---|
| July 1, 2023 | \$ 366,667 (including \$5,000 per month lease payment) | presently appropriated |
| July 1, 2024 | \$ 366,667 (including \$5,000 per month lease payment) | subject to appropriation |
| July 1, 2025 | \$ 366,666 | subject to appropriation. Conveyance of property to Town shall occur on July 1, 2025 upon this final payment or earlier upon any prepayment date. |
| | | |

Town of Ignacio Public Works Department

Purchase proposal for 2023 Kubota KX080 mini-Excavator See Attached price quote

The Public Works Department is requesting the purchase of this vital piece of equipment in lieu of continuing to rent this equipment. The return on our investment at the current price is approximately 60-72 months. We can purchase the equipment with a cash incentive discount (\$12,500) or we have financing options, but they will add to the overall costs.

Thank you
Jeremey Mickey
Director of Public Works
970-5453-0338



Quote Page 1 of
Quote Number: 496214
Effective Date: 03/30/2023
Valid Through: 03/31/2023

Ship To

Town of Ignacio
Jeremy Mickey
175 Becker Street
Ignacio, CO 81137
Mobile: (970) 553-0338
jmickey@townofignacio.com

Kubota Dealer

SOUTHWEST AG, INC.
39927 HIGHWAY 160
BAYFIELD, CO 81122
Drew Shipman
Phone: (970) 884-4101
Email: drew@swaginc.com

Bill To

Town of Ignacio
Jeremy Mickey
175 Becker Street
Ignacio, CO 81137
Mobile: (970) 553-0338
jmickey@townofignacio.com

KX080-4S2R3 - EXCAVATOR W/RUB TKS/AC CAB/BLADE



| Description | Manufacturer | Model # | Qty | Price Each | Total |
|--|--------------|-------------|-----|--------------|--------------|
| KX080-4S2R3 - EXCAVATOR W/RUB TKS/AC CAB/BLADE | Kubota | KX080-4S2R3 | 1 | \$126,000.00 | \$126,000.00 |
| HYDRAULIC THUMB KIT | Kubota | K7405A | 1 | \$0.00 | \$0.00 |
| QUICK ATTACH COUPLER / KX080-3 | Kubota | K7402A | 1 | \$0.00 | \$0.00 |
| KX080 24" QA TRENCHING BUCKET | Kubota | K7427A | 1 | \$0.00 | \$0.00 |

Cash Details

| | |
|-------------------------------------|---------------------|
| Equipment Total | \$126,000.00 |
| KX080-2YR Orange Protection Program | \$4,200.00 |
| Additional Charges | \$0.00 |
| Cash Incentives | (\$12,500.00) |
| Cash Sale Price | \$117,700.00 |

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to KubotaUSA.com for more information.

2023 Actual SUIT Rates

[illegible]

2023 Actual TOI Billing

| | | | | | |
|----------------------|---------------|---------------|---------------|--------------|---------------|
| MCF in UB | 9432.3 | 7700.7 | 5952.7 | 4750.5 | |
| Rate/MCF | \$ 16.00000 | \$ 16.00000 | \$ 16.36000 | \$ 16.28000 | \$ 16.25000 |
| Base Rate | 25.92 | 25.92 | 25.92 | 25.92 | 25.92 |
| Accounts in UB | 451 | 451 | 451 | 450 | |
| Actual charges in UB | \$ 162,606.72 | \$ 134,901.12 | \$ 109,075.96 | \$ 89,002.23 | \$ 495,586.03 |



**SOUTHERN UTE INDIAN TRIBE
UTILITIES DIVISION**

To: Wahleah Frost
From: Hayes Briskey
Subject: Town of Ignacio Gas Rate for May 2023
Date: May 1, 2023

| | | |
|--------------------------------|-----------|------------------------|
| PURCHASE PRICE-EPI Flat | \$ | 2.13/MMBtu |
| Add 20% | \$ | 0 .426/MMBtu |
| NATURAL GAS RATE | \$ | 2.556/MMBtu |
| Btu CONTENT CORRECTION | \$ | .9850/MMBtu/MCF |
| | \$ | 2.51766/MCF |

This will be the rate for the current billing period on May 1, 20223



Southern Ute Indian Tribe

Broadband Modernization Overview
Ignacio Town Board – May 8, 2023

Agenda

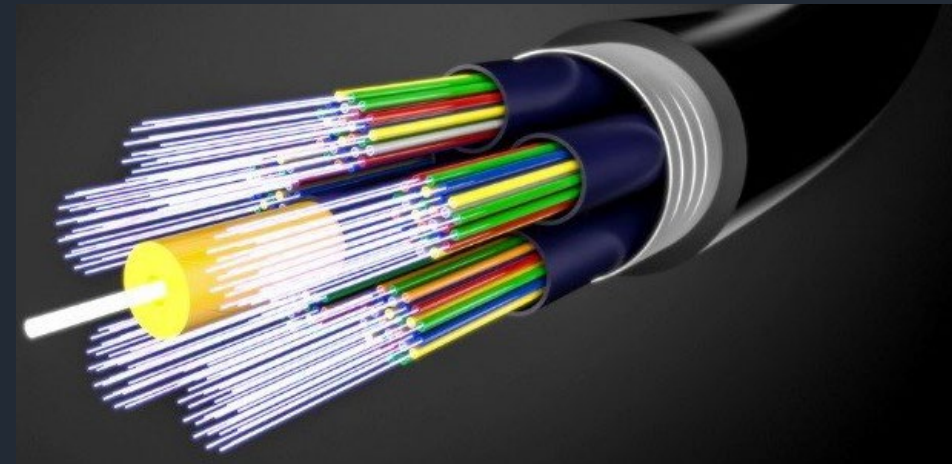
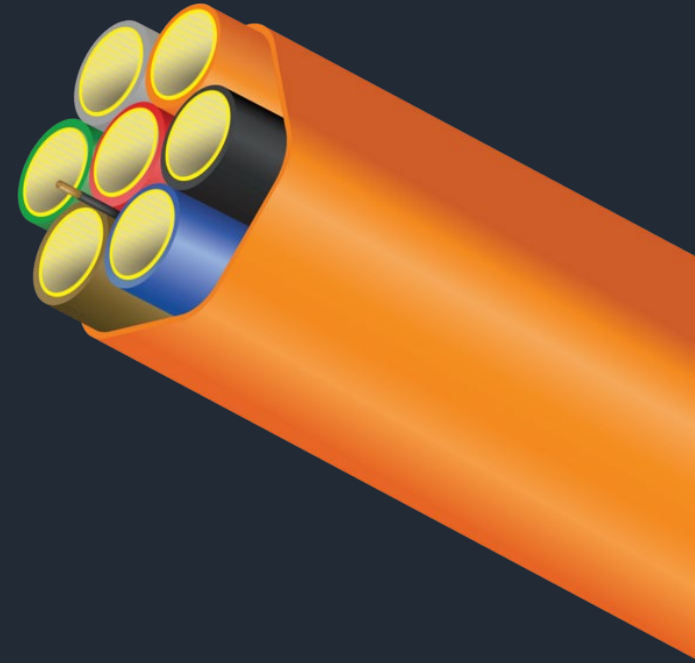
- Introductions
- What is Broadband?
- Project Phases
- Construction Techniques
- Open Access Network
- Tentative Timeline
- Q&A

Closing the Digital Divide



What is Broadband?

- Broadband is the transmission of data over a high-speed internet connection.
- Broadband data is sent via many technologies like fiber optics, wireless, TV cable, and satellite.
- Fiber Optics is like a phone line but is used to send data at high-speed through glass strands.



Project Phases

PHASE I

- Deploy wireless options utilizing FCC 2.5Ghz license
- Construct 1 new tower and add 52 miles of fiber
- Provide 50/10 mbps

Funding in place through State and Federal grants (\$15M).

Main priority is to build the tribal backbone of the network.

PHASE II

- Deploy fiber to align with potential funding
- Deliver fiber to more populated tribal areas
- Provide 100/100 mbps or higher up to Gig speed

Grant (\$44M) awarded from the National Telecommunications and Information Administration (NTIA) Tribal Broadband Connectivity Program.

Funding will deploy fiber to connect 95% of Native American homes and enable expansion for non-Native and commercial uses.

PHASE III

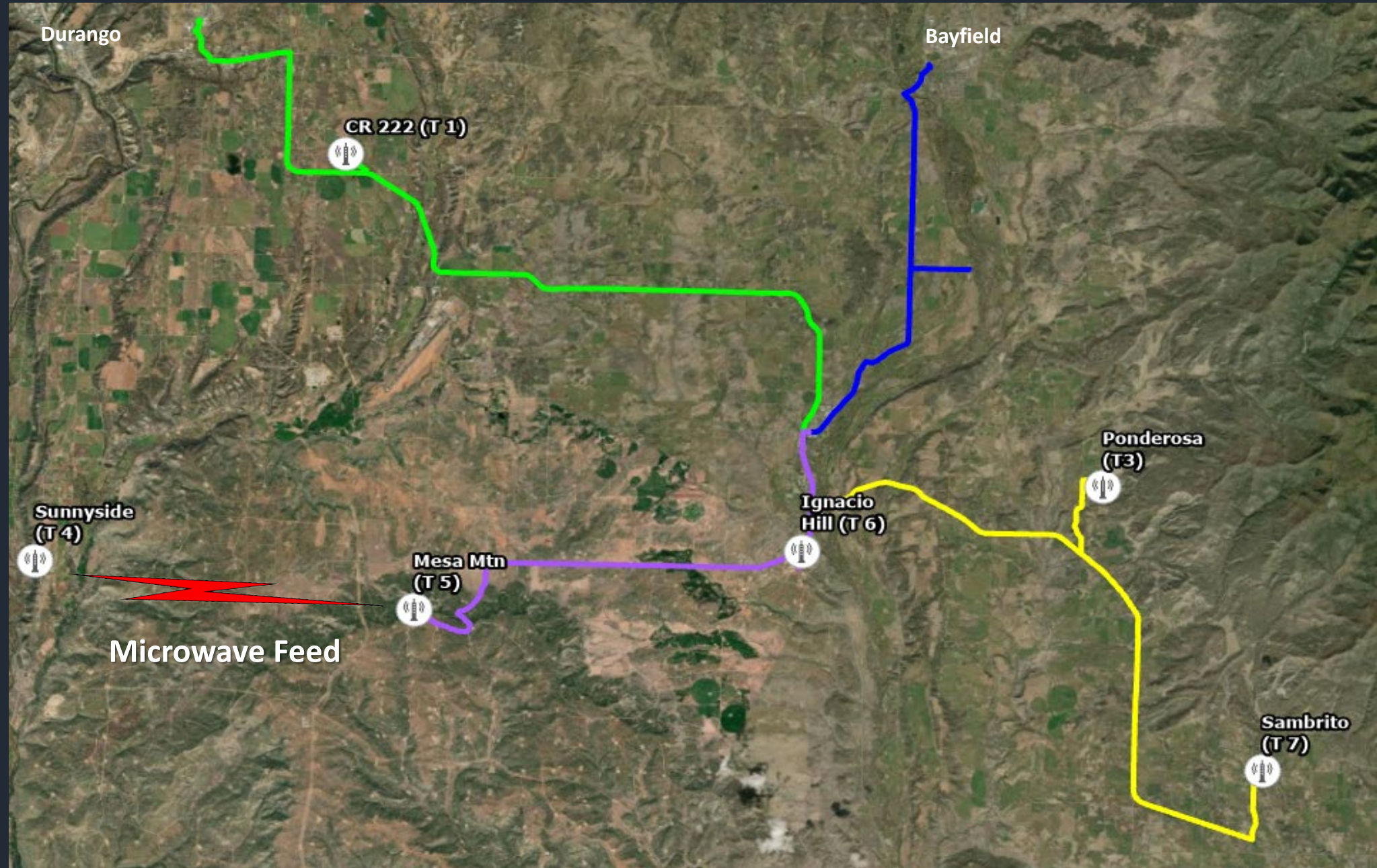
- Extend fiber and/or wireless across the reservation
- Partner with cellular carriers to improve coverage

New grants taking applications in 2023 to expand the network to reach 95% of all residents and businesses within the exterior boundary of the Reservation.

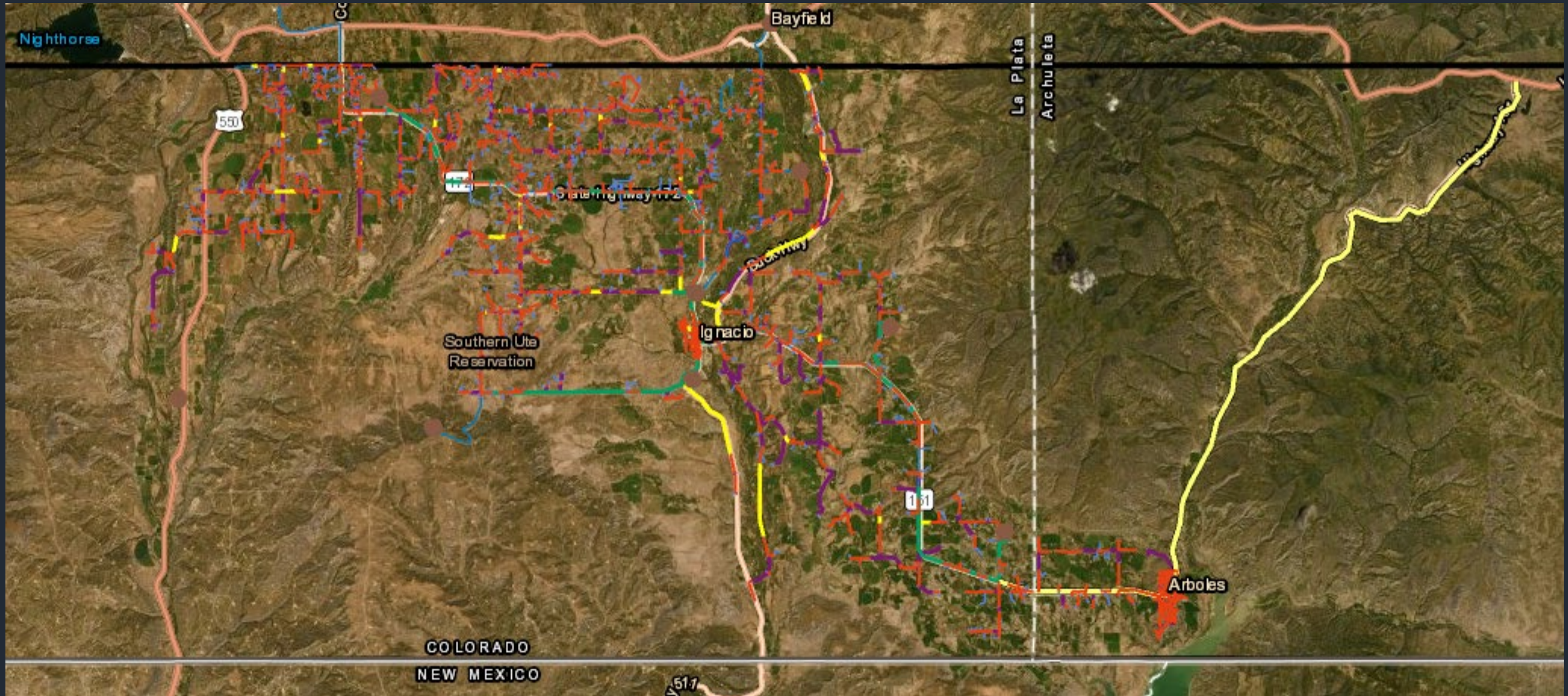
Phase 1 Fiber Map

Fiber Route Legend

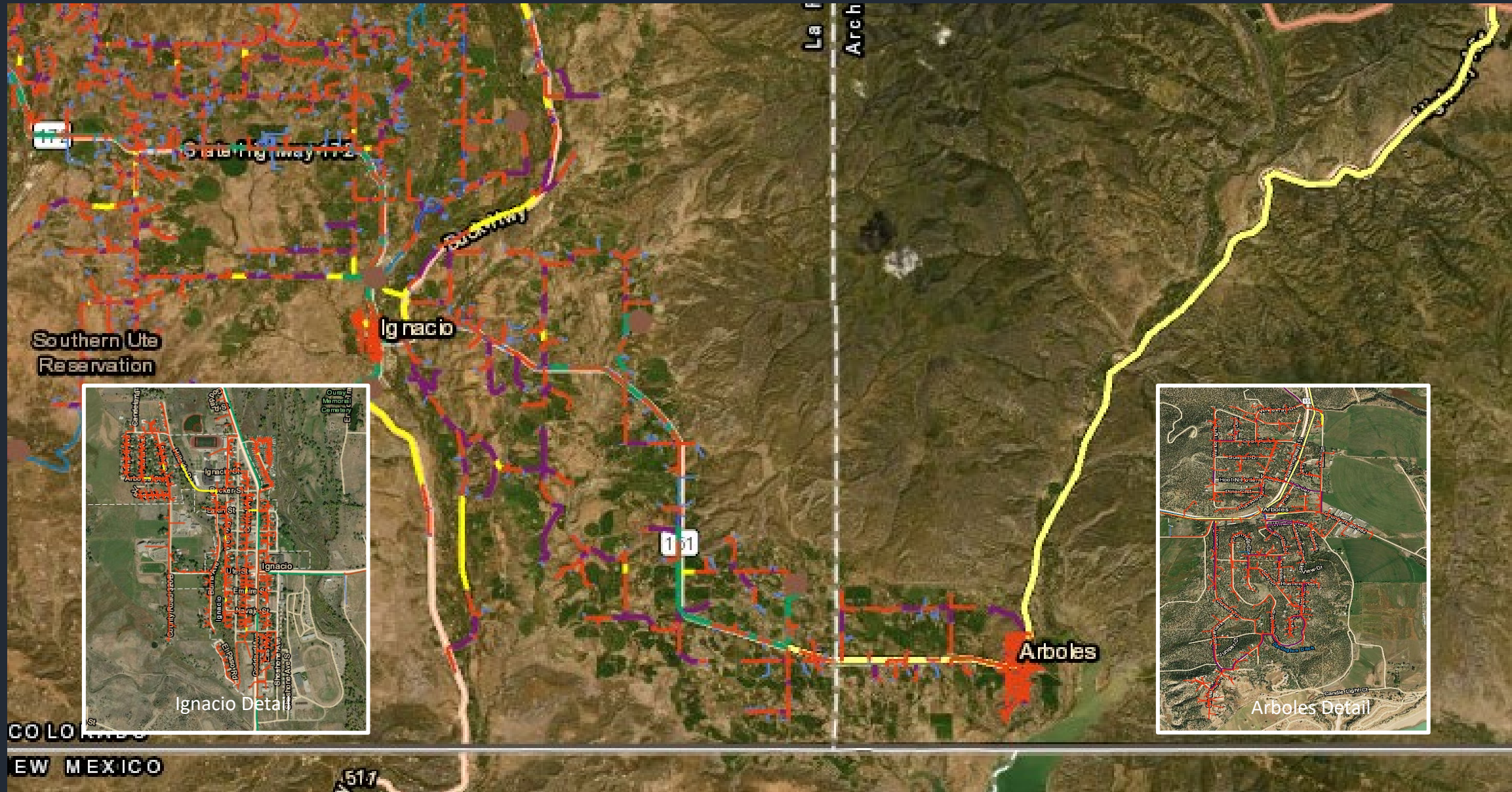
- Southwest Route – Priority 1
- Northwest Route – Priority 2
- Northeast Route – Priority 3
- Southeast Route – Priority 4



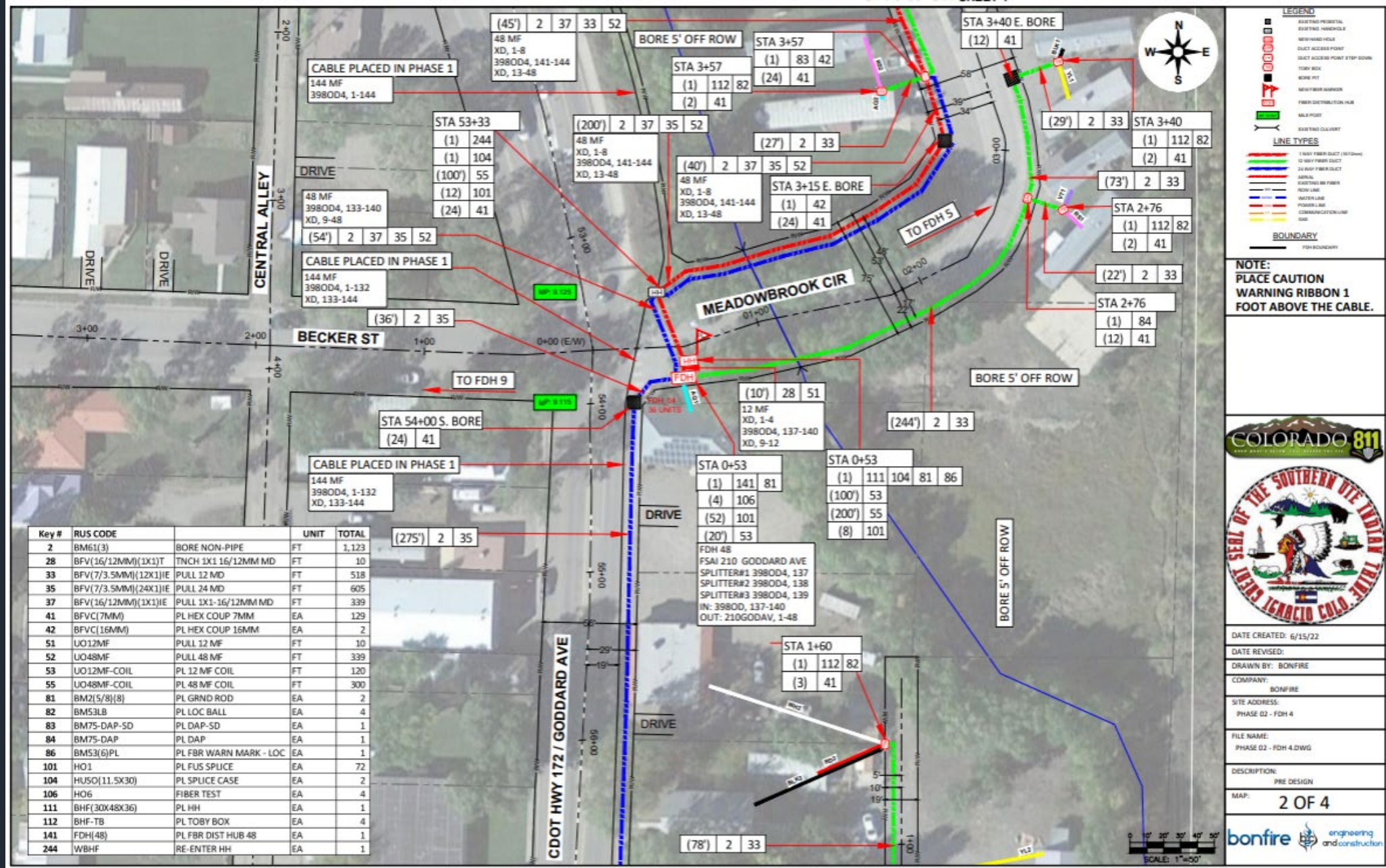
Phase 2 Fiber Map



Phase 2 Fiber Map



Phase 2 Fiber Map



Construction Techniques

- **Boring: 90% of Fiber Construction**
 - Disturbed Area: 6'x 6' bore pit at the end of the bore hole.
 - Work Area: 30'x 30' at start and end of bores.

Boring Machine at start of bore hole



Bore Pit at end of bore hole



Construction Techniques

- **Pot-Holing / Backhoe:**
 - Hydro-Vac vehicles used to determine exact location and depth of utilities.
 - Backhoe to trench areas that cannot be bored or plowed.



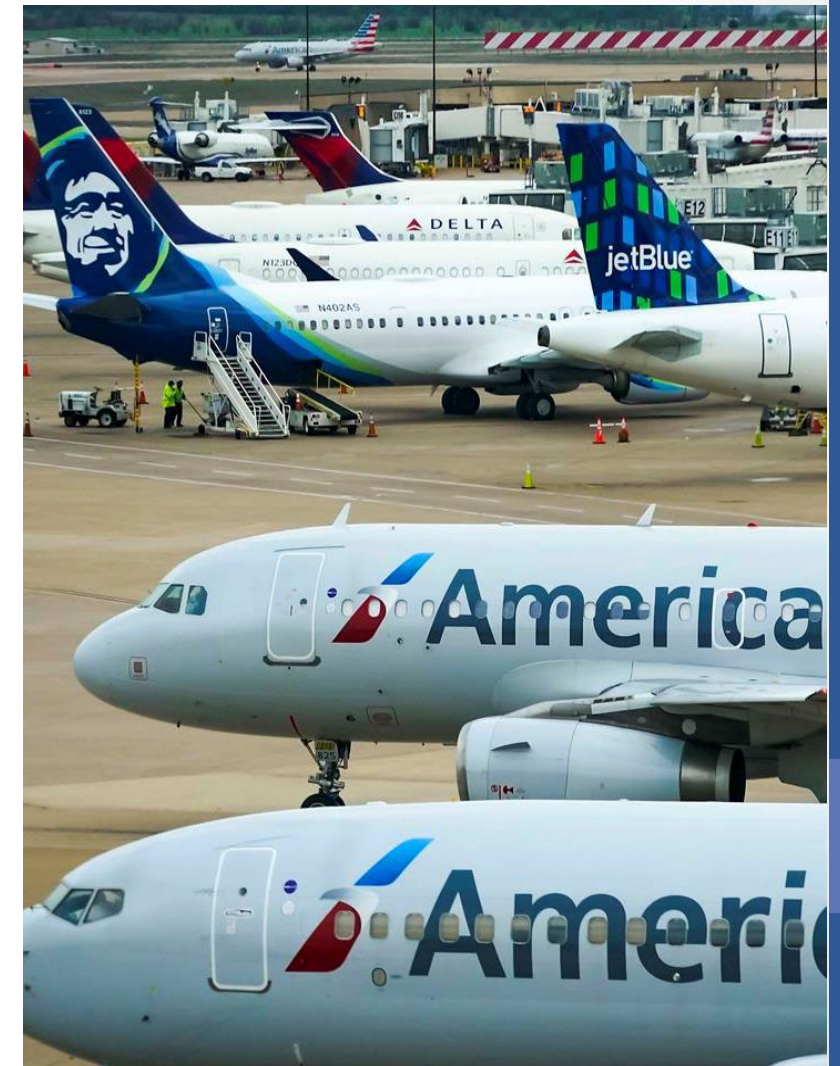
Construction Techniques

- **Micro-Trenching:**
 - Micro-trenching refers to the practice of cutting thin channels about 1 to 3 inches wide and 6 to 24 inches deep into roadways and other rights-of-way in which to lay fiber.



Open Access Model – What is it?

- An Open Access Network (OAN) can best be described using an Airport analogy.
 - The Owner and Operator build and maintain the terminals and runways
 - Airlines who want to fly in and out pay a fee to access the airport
 - The Airlines are the direct interface to their customers
- The Tribe's Broadband Project team believes the OAN model is the best approach to:
 - Activate and maintain the new network
 - Simplify business start-up as construction activities expand the network over the next three years
 - Improve the quality, speed and affordability of broadband
- There are three-layers in an OAN model:
 - The physical infrastructure owner is the first layer
 - The operations and maintenance of the network is the second layer
 - Service providers are the third layer and are the customer interface
- An OAN creates competition between internet service providers (ISP) which in turn keeps pricing low and promotes customer service.

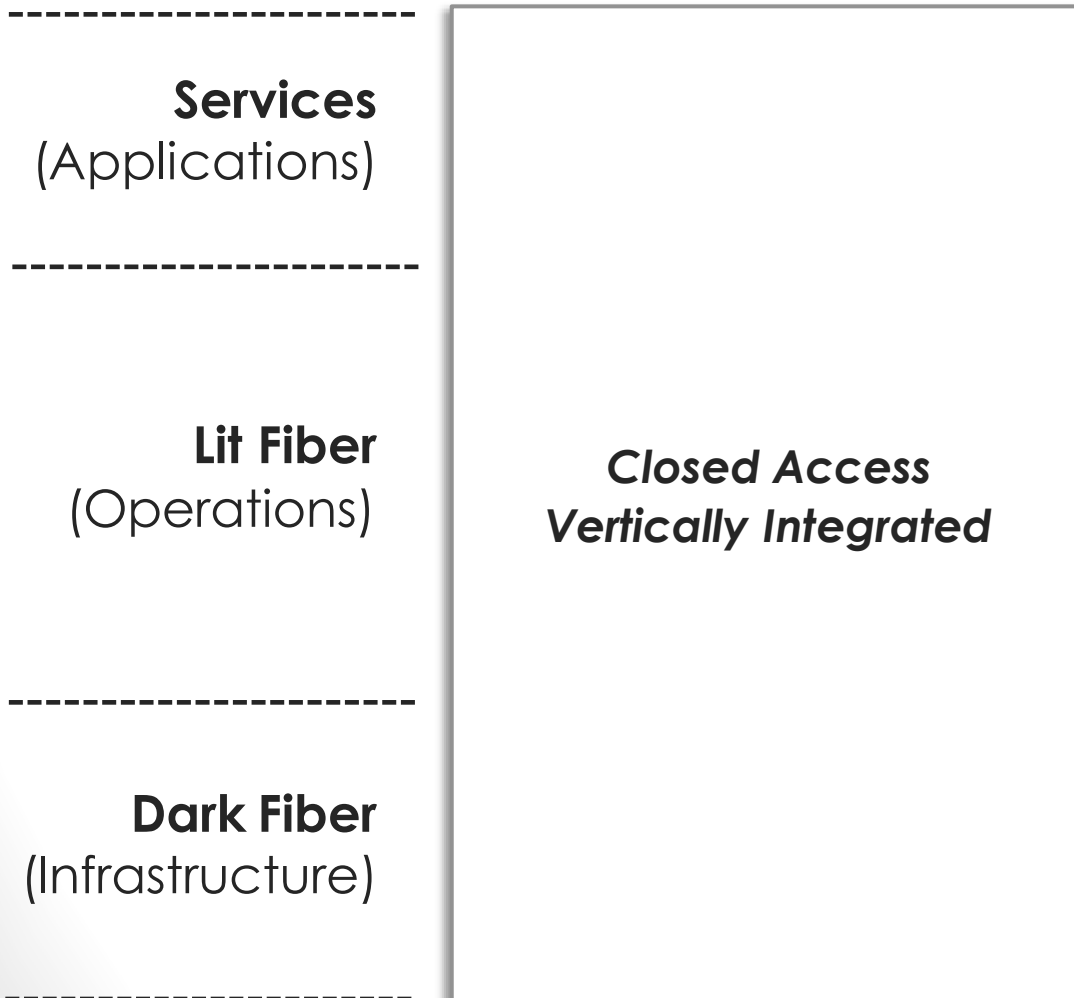


Open Access Structure

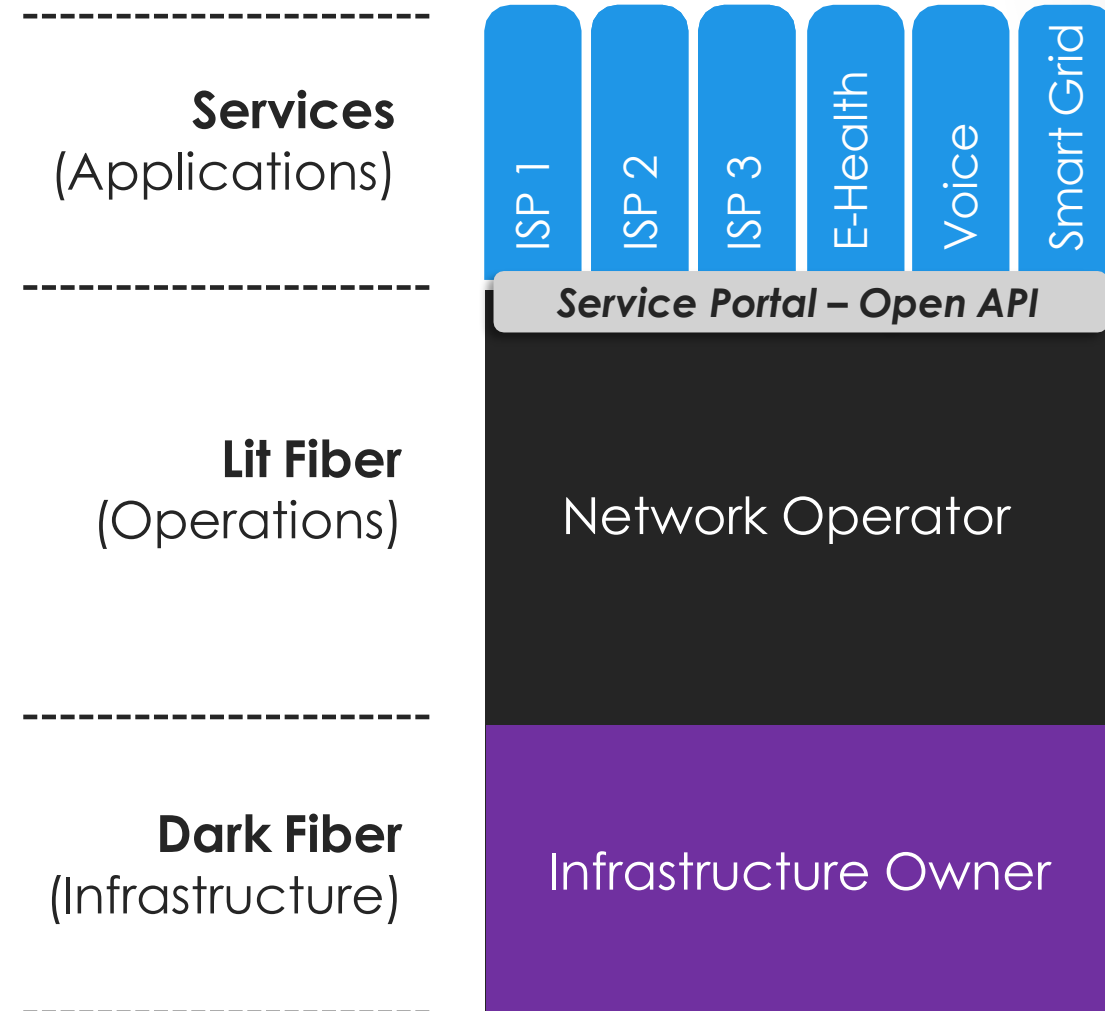
Enabling Choice and Innovation for the Community

Incumbent Model

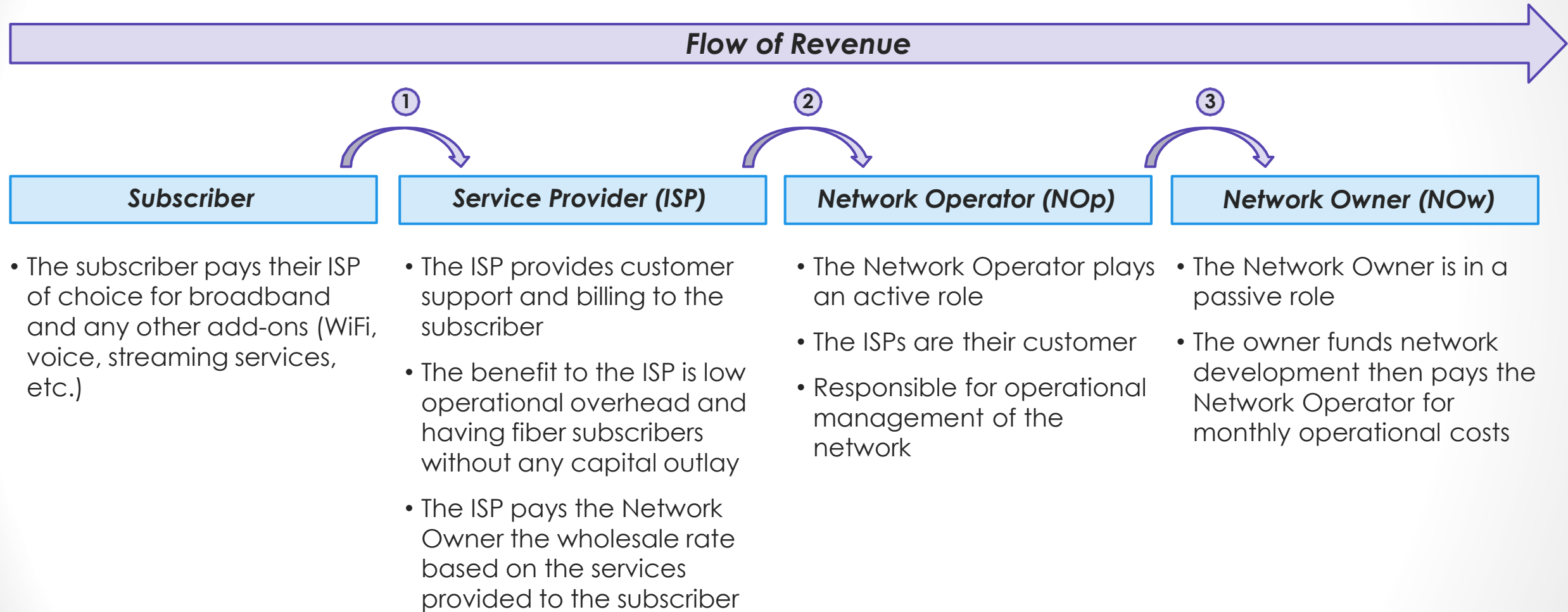
E.g. CenturyLink / FastTrack



OAN Model

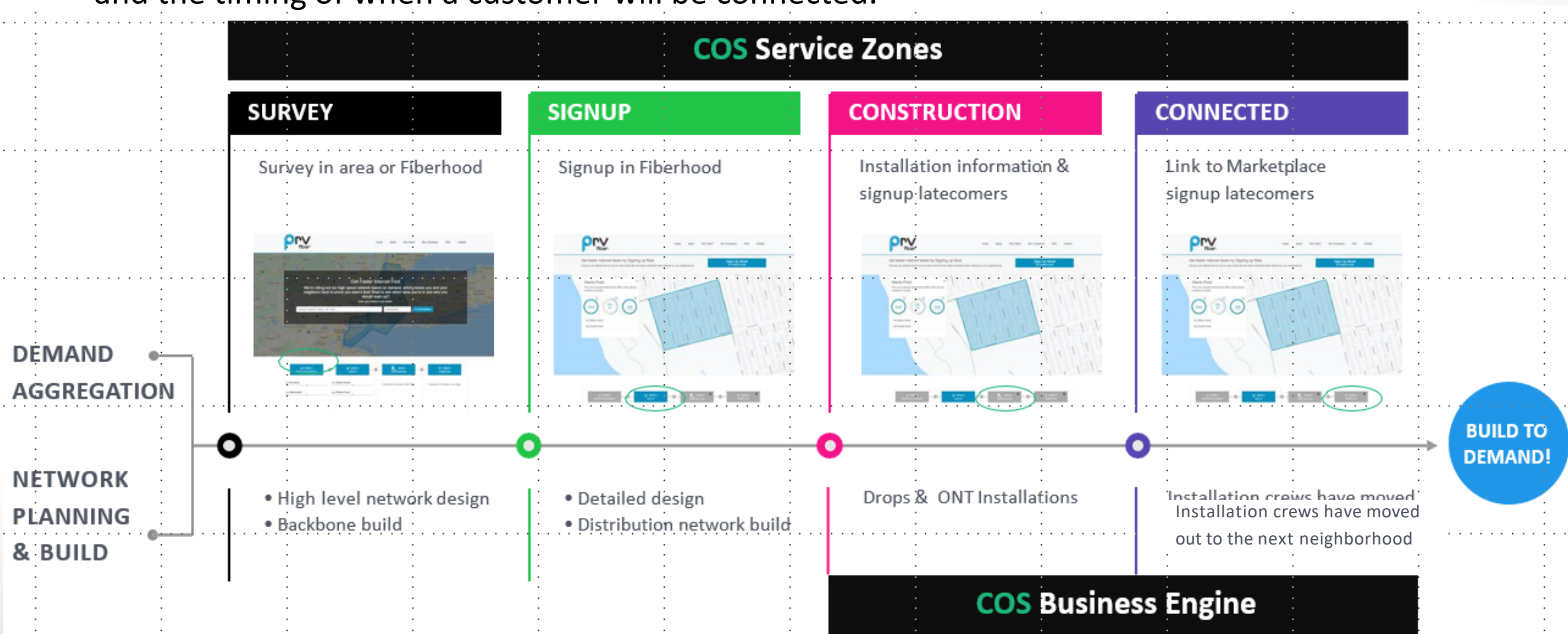


Open Access Responsibilities and Revenue Flow



OAN Business Model

- The Tribe's OAN will include tight alignment between the NTIA construction effort and business development.
- A customer engagement and sales platform ([COS Systems](#)) will be in place to align construction progress with service activation.
- Service Providers and customers will have the ability to monitor where construction is taking place and the timing of when a customer will be connected.





"All Residents" Fiber is Coming

**PRE-REGISTER YOUR INTEREST
IN FASTER INTERNET**

www.southernute-nsn.gov/broadband-modernization-project/feedback



1

Visit the broadband modernization project feedback webpage and pre-register your address

2

Get your friends and neighbors to pre-register their address

3

Your feedback will help influence our fiber build out schedule

BENEFITS OF FIBER INTERNET

FASTER SPEEDS

Fiber optics can carry signals nearly at the speed of light, making it much faster than other technologies, and is capable of delivering gigabit speeds and beyond.

FUTURE FLEXIBILITY

Because fiber networks are scalable, they can provide virtually unlimited bandwidth capacity, keeping up with consumer and technology demands now and in the future.

MORE CAPACITY

Fiber allows for more bandwidth capacity and can transmit immense amounts of data over an internet connection which means you'll have the capability to connect more devices and perform more online activities simultaneously than with any other technology.

INCREASED VALUE

Fiber availability can increase home value by up to 3.1%.

Southern Ute Shared Services has teamed up with the Bonfire Infrastructure Group and the Town of Ignacio to build an open access fiber optic internet network. Please fill out the questionnaire using the QR code to learn more.

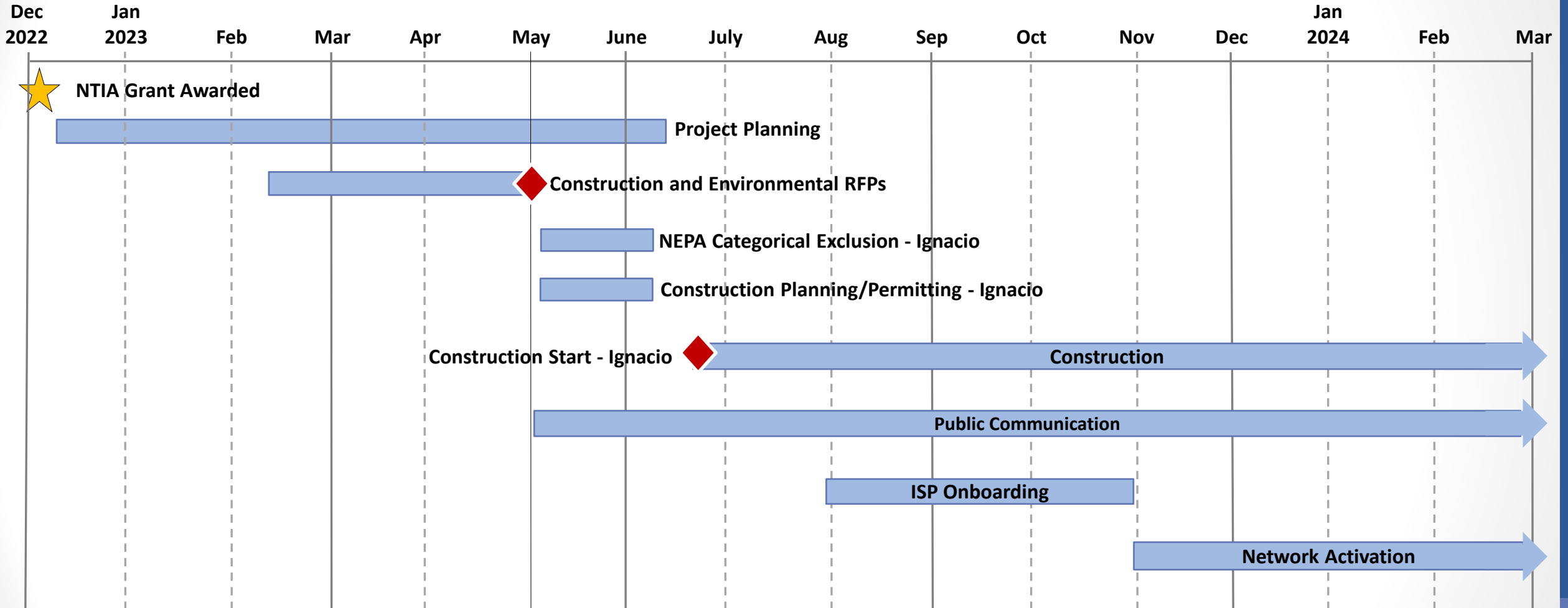


bonfire

OAN Additional Information

- The Tribe will establish fair and cost-effective wholesale pricing that allows “approved” Internet Service Providers to join the network, leading to beneficial competition, lower consumer prices, and higher consumer satisfaction.
- ISPs will need to meet service and management requirements to be included in the ecosystem of ISPs “approved” to be a part of the Tribes OAN.
- ISPs will be able to perform certain monitoring, support, and maintenance functions without having to call the Network Operator.
- ISPs can, and will, compete for subscriber business through product offerings, support services, and price.
- More Information on an OAN model can be found on [Wikipedia](#) or other available sources like the [Community Broadband Networks](#).

Tentative Ignacio Timeline



Questions?



Proclamation
National Fentanyl Awareness Day
May 9, 2023

WHEREAS, National Fentanyl Awareness Day aims to amplify nationwide efforts to increase awareness and decrease demand for fentanyl, which is a highly addictive synthetic opioid that continues to drive the overdose epidemic; and

WHEREAS, fentanyl is a synthetic opioid that is approximately 50 times more potent than heroin and 100 times more potent than morphine; and

WHEREAS, fentanyl is involved in more deaths of Americans under 50 than any other cause, including heart disease, cancer, homicide, suicide, and other accidents; and

WHEREAS, fentanyl is involved in nearly 50% of opioid overdoses; and the problem knows no regional, gender, age, income or other bounds – it is truly an epidemic; and

WHEREAS, the most effective ways to address the overdose crisis are evidence-based public health and harm reduction strategies that keep people alive and maximize their potential for recovery; and

WHEREAS, young people and families need to have a strong sense of awareness about this drug and the dangers of it, to prevent more deaths of kids as young as middle school age; and

WHEREAS, the Town of Ignacio and other local governments in our region created the SouthWest Opioid Regional District in 2022 to facilitate the best and most collaborative use opioid settlement funds for opioid addiction treatment, recovery and prevention programs for the residents in our region; and

WHEREAS, the Town of Ignacio has committed their portion of the Opioid Settlement Funds to the SouthWest Opioid Regional District to aid in risk reduction program in response to a recent increase in drug use and overdose incidents in Southwest Colorado, which have had far-reaching impacts on the community.

NOW, THEREFORE, the Town of Ignacio Board of Trustees hereby proclaims May 9, 2023 to be

National Fentanyl Awareness Day

and encourages residents to be aware of the dangers of fentanyl and have open conversations about fentanyl with their friends and family. No one is exempt from the dangers of fentanyl, and it is critical that we keep our community and loved ones safe.

APPROVED AND ADOPTED in Ignacio, Colorado this 8th day of May, 2023.

Town of Ignacio

Mayor Clark Craig

Attest

Tuggy Dunton, Clerk



Fentanyl

WHAT IS FENTANYL?

Fentanyl is a potent synthetic opioid drug approved by the Food and Drug Administration for use as an analgesic (pain relief) and anesthetic. It is approximately 100 times more potent than morphine and 50 times more potent than heroin as an analgesic.

WHAT IS ITS ORIGIN?

Fentanyl was first developed in 1959 and introduced in the 1960s as an intravenous anesthetic. It is legally manufactured and distributed in the United States. Licit fentanyl pharmaceutical products are diverted via theft, fraudulent prescriptions, and illicit distribution by patients, physicians, nurses, physician assistants, nurse practitioners, and pharmacists.

From 2011 through 2021, both fatal overdoses associated with abuse of clandestinely produced fentanyl and fentanyl analogs, and law enforcement encounters increased markedly.

According to the Centers for Disease Control and Prevention (CDC), overdose deaths involving synthetic opioids, excluding methadone were involved in roughly 2,600 drug overdose deaths each year in 2011 and 2012, but from 2013 through 2021, the number of drug overdose deaths involving synthetic opioids, excluding methadone increased dramatically each year, to more than 68,000 in 2021. The total number of overdose deaths for this category was greater than 258,000 for 2013 through 2021. These overdose deaths involving synthetic opioids is primarily driven by illicitly manufactured fentanyl, including fentanyl analogs. Consistent with overdose death data, the trafficking, distribution, and abuse of illicitly produced fentanyl and fentanyl analogs positively correlates with the associated dramatic increase in overdose fatalities.



A lethal dose of fentanyl

What are common street names?

Common street names include:

- Apache, China Girl, China Town, Dance Fever, Friend, Goodfellas, Great Bear, He-Man, Jackpot, King Ivory, Murder 8, and Tango & Cash.

What does it look like?

Clandestinely produced fentanyl is encountered either as a powder or in fake tablets and is sold alone or in combination with other drugs such as heroin or cocaine.

Fentanyl pharmaceutical products are currently available in the following dosage forms: oral transmucosal lozenges commonly referred to as fentanyl "lollipops" (Actiq®), effervescent buccal tablets (Fentora®), sublingual tablets (Abstral®), sublingual sprays (Subsys®), nasal sprays (Lazanda®), transdermal patches (Duragesic®), and injectable formulations.

How is it abused?

Fentanyl can be injected, snorted/sniffed, smoked, taken orally by pill or tablet, and spiked onto blotter paper. Illicitly produced fentanyl is sold alone or in combination with heroin and other substances

and has been identified in fake pills, mimicking pharmaceutical drugs such as oxycodone. Fentanyl patches are abused by removing its gel contents and then injecting or ingesting these contents. Patches have also been frozen, cut into pieces, and placed under the tongue or in the cheek cavity. According to the National Forensic Laboratory Information System - National Estimates Based on All Reports estimates, reports on fentanyl (both pharmaceutical and clandestinely produced) increased from 4,697 in 2014 to over 117,045 in 2020, as reported by federal, state, and local forensic laboratories in the United States.

What is the effect on the body?

Fentanyl, similar to other commonly used opioid analgesics (e.g., morphine), produces effects such as relaxation, euphoria, pain relief, sedation, confusion, drowsiness, dizziness, nausea, vomiting, urinary retention, pupillary constriction, and respiratory depression.

What are the overdose effects?

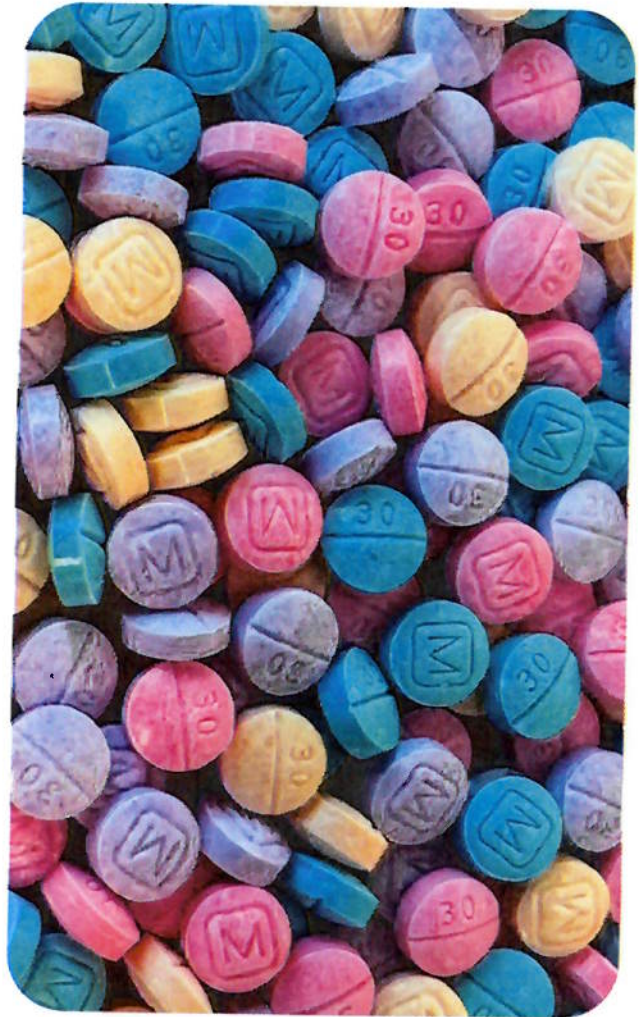
Overdose may result in stupor, changes in pupillary size, cold and clammy skin, cyanosis, coma, and respiratory failure leading to death. The presence of triad of symptoms such as coma, pinpoint pupils, and respiratory depression are strongly suggestive of opioid poisoning.

Which drugs cause similar effects?

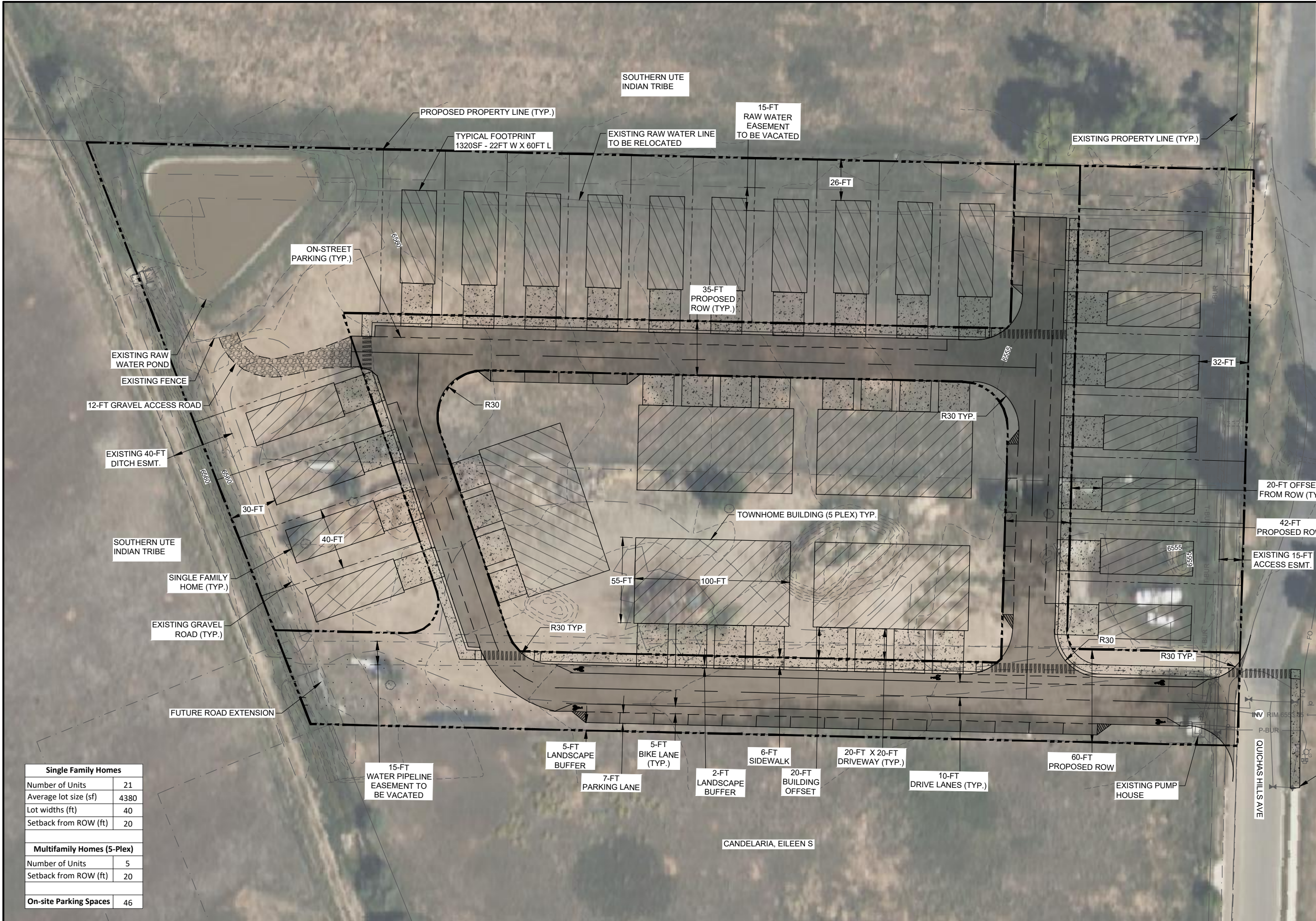
Drugs that cause similar effects include other opioids such as morphine, hydrocodone, oxycodone, hydromorphone, methadone, and heroin.

What is the legal status in the Federal Control Substances Act?


Fentanyl is a Schedule II narcotic under the United States Controlled Substances Act of 1970.



Fake rainbow oxycodone M30 tablets containing fentanyl



| Single Family Homes | |
|----------------------------|------|
| Number of Units | 21 |
| Average lot size (sf) | 4380 |
| Lot widths (ft) | 40 |
| Setback from ROW (ft) | 20 |
| | |
| Multifamily Homes (5-Plex) | |
| Number of Units | 5 |
| Setback from ROW (ft) | 20 |
| | |
| On-site Parking Spaces | 46 |

| | | | | | | | | | | | |
|-------------|-------|--------|----------------------------|------|--------|----------------------------|------|--|---|------------------------------------|------------------------|
| SEH Project | ##### | Rev. # | Revision Issue Description | Date | Rev. # | Revision Issue Description | Date |  <p>I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ##### UNDER THE LAWS OF THE STATE OF #####.</p> <p>_____ DATE: _____ LICENSE NO. _____</p> | <p>IGNACIO ROCK CREEK IGNACIO, CO</p> | <p>CONCEPTUAL SITE PLAN</p> | <p>#### of ##</p> |
| Drawn By | ## | ## | ## | ## | ## | ## | ## | | | | |
| Designed By | ## | ## | ## | ## | ## | ## | ## | | | | |
| Checked By | ## | ## | ## | ## | ## | ## | ## | | | | |
| | | | | | | | | | | | |

Ignacio Police Department
May – 2023

The High School has requested a "Graduation Parade" on May 27th, following the Graduations ceremonies. The Police Department will try and accommodate that request, but the event will be contingent on the current road construction and safety considerations. The route would be from the High School onto Becker, East to Goddard Avenue and go South to Ute Street and then vehicles would disperse after that. If Goddard is deemed not safe for the parade, we will work to find an alternate route.

In your packets is a liquor license renewal for Porky's BBQ. There have been no violations there, ever.

If you have questions, please feel free call me at 563-4206. Thanbks.



Town of Ignacio

P.O. Box 459
540 Goddard Ave
Ignacio, CO 81137

970/563-9494 
townofignacio.com 

Public works Department Staff Report

5/1/2023

Compliance

610 Browning – Complaint about cars and trash in yard. Pending due to property under investigation.

100 Browning – Talked with property owner about van that has not been moved for 2 months. Pending.

270 Burns – Talked with property owner about parking trucks on street. Pending.

Natural Gas System

Monthly meter reads, re-reads and Shut offs

Leak Survey

Mercaptan Testing

Energy World Net operator qualification Compliance for D.O.T. compliance

State compliance and filing

DOT training

OQ training

System maintenance and repair

Working on getting all steel piping replaced in system through the Capital improvement plan

Working with Brad Bean on compliance issues with the State of Colorado

Sewer and Storm Drain System

Monthly line flushing

System maintenance and repair

State compliance training and filing

Working with CDOT, Darren Stewart with SEH to finalize storm drain route for Phase 1 of the Browning Ave Project

Have identified several problem areas in the Sanitary sewer system that need repaired

Received 24" pipe for Phase 1 of the Browning storm drain project

We have 23 individuals and businesses signed up for the Goddard Ave sanitary sew service rehab project. The project has started and we are coordinating with CDOT and Four Corners Materials as the project moves forward





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Drinking Water system

Monthly meter reads, re-reads and shut offs

Monthly water sampling

System maintenance and repair

State compliance training and filing

New water meter installs and pit repairs

Meter inventory and leak survey

Lead and Copper water sampling

Meter pits insulated

Sanitary survey to be conducted on February 13 2023 with CDPHE

WE have been notified by the CDHE we are out of compliance on our cross-connection control program Garry and Ray are doing an audit on all commercial water users in Town

Irrigation System

System maintenance and repair

Monitor irrigation pond level

5/1/2023 flushing irrigation main lines

Parks

Lawn slingers will fertilize and aerate

Town Park and the baseball field

Roadways and Alleys

Drainage maintenance and repair

General Maintenance

UNCC locates completed filed and reported

Daily and weekly trash collection

Daily Utilities issues and complaint call outs addressed

Maintain and clean up the burn pile area

Tree removal





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Equipment and Vehicles

Daily maintenance

Monthly maintenance

Repair vehicles and equipment

Building code enforcement

Subject:

5/01/2023

Town of Ignacio Building Construction / Inspection

Cross Connection Control Program

From: Garry Montoya

To: Jeremy Mickey

- 610 Browning Exterior panel and window replacement. Permit issued and approved on 4/24/2022 Estimated completion Oct. 2022 (Owner: Luis Valenzuela) Note: Pending investigation (IPD -CBI) 5/01/23 No change.
- New Residence for Rokfur, LLC. Lot 4 Walker First Add. 150 County Road 320A. Building permit issued on 3/24/22. Build plans on hold per per-Jeff Seales (Owner- Contractor) New inquiry on building 2/7/23. Owner wants to revise initial build process. Scheduled Meeting on 2/8/23 Building permit application submitted on 3/27/2023. Under review. Building permit approved on 3/29/03. Under construction. Inspected footing for concrete on 4/11/23. As of 5/01/23 Framing is in process.
- 457 Burns Ave. Jeremy Schultz (Owner) Residence remodel... Build permit issued on 9/14/22 (No current information or status or progress as of 2/6/23) Contacted Owner on 3/15/2023. Work in process. Estimated completion May 2023.





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- 110 Maple Ave Jordan Larsen (Owner) New rear attached cover patio. Build permit approved and issued on 11/15/22. Contacted owner 3/13/2023 waiting on weather to improve to continue. 5/01/23 No change.
- 500 Tranquilo Ct. New construction, Single Family Residence Shane Roukema (Owner -Contractor. Building permit application approved on 12/14/22
Permit paid and issued on 1/11/23 Footing inspected on 3/20/23 Stem wall inspected on 3/27/2023. As of 5/01/23 Framing is in process
- 355 Goddard Ave. Restaurant Interior remodel, Cuevas and J. Rosas (Owner Contractor) Building permit Issued on 12/15/22. Excavation permit issued on 1/20/23 for new gas line install. Note: New gas line installed and inspected on 2/01/23.
- 225 Goddard Ave. Linda Campbell (Owner) Residence remodel. Building permit issued on 1/26/23. Contractor: Gary Hansen Complete, COO Issued on 3/28/23
- 455 Shoshone Margret and Butch Gomez (Owner) Residence remodel. Building Permit Issued on 1/26/23. Contractor Gary Hansen. Completed. COO issued on 2/28/2023. As of 5/01/23 Remodel in process.
- 516 Tranquilo Ct. Laura and Dillon Stone (Owner) Single Family Residence New build. Contractor S&D Do It All. Excavation permit issued on 2/1/23 Building permit issued on 2/06/23. Concrete footing, stem wall, garage driveway, rear patio and sidewalk completed on 2/7/23. Framing construction in process 3/27/2023. Framing inspected on 4/17/23
- 465 Goddard Dancing Spirit. Build plans under review, near final approval as of 3/27/20/23
- 410 Goddard Ave Thomas Quick (New restaurant owner Trisha Wytraf) "Rise and Shine Coffee and Burritos" LLC. Remodel Bathroom for ADA Compliance. Building permit issued on 3/28/2023. As of 5/01/23 Remodel in process.





Town of Ignacio

P.O. Box 459
540 Goddard Ave
Ignacio, CO 81137

970/563-9494 
townofignacio.com 

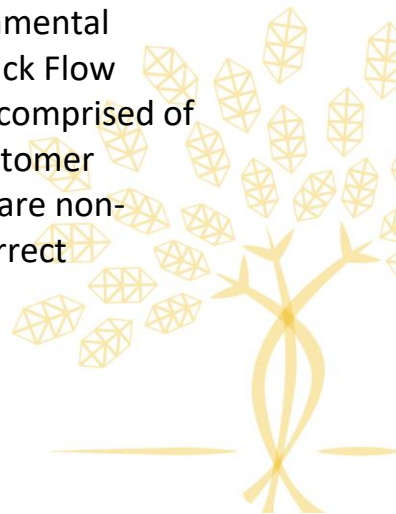
Note:

A recent survey was conducted for the Building Dept from Verisk International Organization for Standardization (ISO) BUILDING CODE EFFECTIVENESS GRADING SCHEDULE (BCEGS Program) The survey was performed by Ivonne Reich Field representative, Community Hazzard Mitigation. Results of the report will be complete in the next 2-3 weeks and I will share this information when available.
5/01/23 Report not completed.

Cross Connection Control Program

CDPHE Regulation 11.39 (3) Cross Connection Control

Meeting with CDPHE. Water Quality control Division. KC Kay (Environmental Protection Specialist). The meeting in general was an audit for the Back Flow Cross Connection contamination control program. Overall, the audit comprised of compliance issues Monitoring schedule, Test results, Commercial customer compliance within the scope of the regulation. Survey results. There are non-compliance issues that have must be rectified. Work in process to correct violation issued from CDPHE 3/30/2023





Town Clerk / Treasurer Report

May 2023

Honorable Mayor and Trustees,

The following is a report of my activities since the last Town Board Meeting.

Clerk:

- The minutes from the April meeting are on the drive for your review.

Treasurer:

- The Accounting Reports for April are included in the consent agenda.
- Per direction from the Board, I looked for line items for the various requests that were submitted at the Board Meeting in April.
 - The \$200.00 that was approved for the 2023 After-Prom Event was charged to Community Support.
 - I recommend that the \$1,000.00 for the ICL Summer Music Series also be charged to Community Support; it will put that line item slightly over budget, but that can be addressed when we do the Supplemental Budget at the end of the year, if need be.
 - My recommendation is that the request from ICD for lodging for Eva and myself (a total of \$565.00) be charged to Miscellaneous Expense; there is \$1,200.00 in this year's budget for miscellaneous expense, so there is more than enough to cover this request.

Utilities:

- The gas report is in your packet for your review, along with the May rate from the Tribe.
- The water credits have all been issued and the billing has been corrected.

Events:

- Monday, June 12, 2023 – Regular Town Board Meeting
- June 25-28, 2023 – CML 101st Annual Conference at Gaylord Rockies in Aurora

Licenses:

- Animal: 45 current licenses
- Business: 69 current licenses
- Business Service Licenses: 68 current licenses
- Liquor Licenses: Porky's Smokehouse

Human Resources:

- We received the letter of approval from the State Department of Labor and Employment so that we can do wage continuation for those full-time employees that have been injured on the job. I have notified staff via email and a poster in the breakroom and at the Public Works Office. I have attached a copy of the letter from the State and the poster for your information.
- Work is continuing on the Policies and Procedures Manual.

Please contact me with any questions. Thank you.

Tuggy

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**DEPARTMENT OF LABOR
AND EMPLOYMENT**

DIVISION OF WORKERS' COMPENSATION

Compensation Services

633 17th ST., STE 400

Denver, Colorado 80202-

2117

(303) 318-8700

(303) 318-8619 (FAX)



ect
or

**Compensation
Services**

633

17th

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April 26, 2023

Tuggy Dunton
Town of Ignacio
540 Goddard Ave.
Ignacio, CO 81137

Re: Approval to Participate in the Wage Continuation Program – §8-42-124

Dear Tuggy Dunton:

The Division's records now indicate that the Town of Ignacio has been granted permission to participate in the wage continuation program for all employees pursuant to the Workers' Compensation Act § 8-42-124(2).

Our records indicate that your plan is effective **April 26, 2023** and is as follows:

All eligible employees of the Town of Ignacio will receive more than 2/3's of their Average Weekly Wage from the Town of Ignacio for up to 90 days until temporary benefits may be terminated per the Rules of Procedure.

It is acknowledged that the eligible employees of the Town of Ignacio will be notified of this change by way of written notice by email from the Town of Ignacio and publication of a notice located in the breakroom and at the Public Works Department Office.

Notice: You may not charge any earned vacation leave, sick leave, or other similar benefits to any employee so disabled and for so long as said employee is eligible for temporary disability. If the employer has charged the employee with any earned vacation leave, sick leave, or other similar benefits as compensation for the three day waiting period, those earned benefits shall be reinstated if the period of disability goes beyond two (2) weeks or 14 work shifts.

This program does not exempt the employer from following the requirements of the Workers' Compensation Act. The workers' compensation insurance carrier or third-party administrator is to be notified pursuant to statute and rule.

Please inform the Division of Workers' Compensation if the Town of Ignacio wishes to make changes to the wage continuation plan or to discontinue participation.

If you should have any questions or concerns please do not hesitate to call me at the telephone number listed below.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Bert Sandoval". The signature is written in a cursive style with a large, stylized "B" and "S".

Ms. Bert Sandoval
Claims Management Supervisor
303-318-8768



Tuggy Dunton <tdunton@townofignacio.com>

Important Change in Workers' Compensation Benefits

Tuggy Dunton <tdunton@townofignacio.com>

Thu, Apr 27, 2023 at 1:36 PM

Dear Staff,

Please see the attached flier that will be posted in the Town Hall breakroom and at the Public Works Department.

This change (which applies only to full-time employees) has been made so that an injured employee will receive 100% of their salary for the first 90 days of injury. This will allow the employee time to plan and budget for the fact that, if their claim lasts longer than 90 days, they will only receive 2/3 of their regular pay from Workers' Compensation.

Again, if you have any questions, please contact me.

Tuggy Dunton, Town Clerk/Treasurer
Town of Ignacio
970-563-9494

 Notice to Employees Regarding Wage Continuation Program.pdf
181K

Workers' Compensation Wage Continuation Program

Effective April 26, 2023, the Town of Ignacio is part of the wage continuation program with the Worker's Compensation Division of the Department of Labor and Employment. This means that, for the first 90 days after injury, any full-time employee that qualifies for Workers' Compensation benefits will be paid directly by the Town of Ignacio at 100% of their usual salary. No sick or vacation time will be used if the Workers' Compensation claim is approved.

The employee is still required to file all notices of injury and claims with the Town and with the Town's insurance company in a timely manner as required by law. If the claim lasts longer than 90 days, the employee will be paid directly from CIRSA at 2/3 of their regular pay.

If you have any questions, please contact the Human Resources Department.



Town Managers Report

DATE: May 03, 2023

REPORT PERIOD: April 10, 2023 – May 3, 2023

This report focuses on items within the Town Board Meeting Agenda and also on work completed during the report period listed above.

TOWN BOARD MEETING AGENDA ITEMS

VII. OLD BUSINESS:

- A. Ordinance 356 – Lease Purchase Agreement with ISD on the ELHI Properties: The final agreement is in your packet along with Ordinance 356, which authorizes the Town to execute this agreement. We have been working through this agreement for months and it is now approved by the ISD School Board and was previously approved by the Town Board in April. Title commitments have been provided by the ISD and these have been reviewed. The School Board will be formally approving the agreement also in May. Title Insurance and a General Warranty Deed will be executed and ISD is working on this in advance of a closing that will be scheduled in June finalizing this transaction. Please contact me with any questions.
- B. Ignacio Creative District Funding Request: Tuggy presented a request to cover travel expenses for an upcoming ICD Summit that she and the ICD Executive Director will be attending. She has information on this request in her staff report. Please contact her with any question.
- C. Ignacio Community Library Summer Music Series Funding Request – Action Item: Enclosed in your packet is a request for funding. Please contact Tuggy with any questions.
- D. Kubota Mini-Excavator Purchase: Purchase of new mini excavator was discussed at the previous meeting and include review of different excavator options. The Town Board asked Jeremy to provide a note with his recommended purchase. Information on the desired Kubota Mini is provided. Jeremy and I will be available for questions.
- E. Natural Gas Rate Update: The new natural gas rate (\$16/MCF approximately) has been incorporated into billing and staff reported they would continue to report on the monthly natural gas rates. The May Natural Gas rate is \$2.51766/MCF. This rate will be assessed for May gas usage and billed in June. Please contact Tuggy or I with any questions.

VII. NEW BUSINESS:

- A. Southern Ute Indian Tribe Broadband Project Update: The Mayor and I have been working with tribal representatives on their broadband project and seeking an opportunity to collaborate on the extension of a fiber optic network into Ignacio. Delbert Cuthair and Jeff Engman will provide an update on their project.

VII.D TOWN MANAGER REPORT

Town Storm Drainage Project: The Town has purchased the pipe for this project and is still waiting on the final permit approval from CDOT. This project will begin once all permitting is approved. Please contact Jeremy or I with any questions.

Ignacio Downtown Redevelopment Plan: I have been in contact with DOLA on the lack of movement by on this plan and collaboration with the University of Colorado Technical Assistance (UCTA) team. I hope to have a report for you by our meeting.

IHOI DOH Grant: The Town was awarded the full \$2 Million grant request for the \$2.9M project estimate. We are awaiting the grant contract and cannot begin project elements that will be part of our reimbursement requests. We have begun the final design and engineering work on this project with SEH and will be processing the subdivision improvements with you and the Planning Commission utilizing the Planned Unit Development criteria in the Land Use and Development Code. I will forward the latest draft of the site plan once I receive it from SEH, which will be before our meeting. I have submitted a \$75,000 grant with the La Plata Economic Development Alliance and specifically the newly created Catalyst Fund for funding assistance with this work, and hope to hear on the outcome of this grant request within the next few weeks.

La Plata County LATC Grant Request: The Town has submitted an application for the Rock Creek Infrastructure Project funding request totaling \$692,000 with the County's newly created Revolving Loan Fund created for Affordable Housing Loan and Grant Program. This was discussed with the BOCC during our joint work session and it sounded like funding approval was pending. I hope to have information on this by our meeting. Please contact me with any questions.

Timber Age Construction/Sinton Development: No new work has occurred with this team since the last meeting. They both are still very interested in working with the Town on the Rock Creek project.

Town Activities and Grant Programs: Unfortunately, the Town was not selected by Best and Brightest interns in this round, but another round may open up in the next few months. I will continue to monitor and participate in this program in the future.

I attended a housing summit sponsored by the Colorado Mountain Housing Coalition and learned more about a variety of programs and grants that or being generated with the new influx of state and federal funding. I also met the IHOI grant representatives during the summit and was able to provide details on few remaining contractual items that they needed. I will be monitoring a variety of housing, economic development and broadband grants that may be of benefit to the Town and will submit grants where possible.

Broadband Initiatives: There continues to be work on regional broadband efforts and also the tribe's broadband project which has deployed fiber through Town along Goddard Avenue. Mayor Craig and I continue to meet with SUSS to discuss their project in detail and see if there is opportunity for the Town and SUSS to work together on extending Fiber To The Premises (FTTP)

to non-native members within Town. More information will be provided on their project during new business. Please contact Mayor Craig or myself with any questions.

SUIT Tribal Council Meeting: We have not received any feedback or response from the Tribal Council on the land exchange we discussed with them at our joint meeting. Perhaps efforts on Rock Creek will help with these requests and aid in moving our other efforts forward.

MEETINGS ATTENDED – I continue to attend numerous conference calls and webinars remotely on a variety of matters, as well as on multiple grant opportunities. I continually exchange multiple emails and phone calls on related town matters and projects.

Please contact me with any questions on the above material or if in need of anything. Thanks!



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Southwest Regional Office

1001 Indian School Road NW

Albuquerque, New Mexico 87104

In Reply Refer To:
360-Tribal Government Services
BIA-2023-003044

CERTIFIED LETTER

April 25, 2023

David Liberman
Law Office of David Liberman, LLC
1099 Main Avenue, Suite 312
Durango, Colorado 81301

Dear Mr. Liberman:

On March 1, 2023, the Bureau of Indian Affairs (BIA), Southwest Regional Office (SWRO) received your Freedom of Information Act (FOIA) request dated March 1, 2023, and assigned it control number **BIA-2023-003044**. Please reference this number on all future correspondence.

You requested the following:

"FOIA request for all documents and communications in possession of the BIA concerning Town of Ignacio water line or requests by the Town of Ignacio for a right of way located in a portion of Sections 5 and 8, T33N, R7W, NNPM and a portion of Sections 32, 33, and 34, T34N, R7W, SUI, NMPM, in La Plata County, Colorado.

The records sought include letters, contracts, applications, approvals, linen maps, easement plats, right-of-way plats, grants of right-of-way, resolutions, memos, notes, e-mails, letters, facsimile correspondence, communications, title searches, spreadsheets, reports, publications, maps, plats, deeds, GIS files, photographs, analysis, notices, terminations, revocations, and any other materials.

Time period would be from 1950's to present.

As a separate request, please include all of your records with respect to the following documents:

- a. Southern Ute Tribal Council Resolution No. 621, approved May 1954, signed by Superintendent Floyd.
- b. Right of way agreement between Euterpe Taylor and Town of Ignacio and approved by Superintendent Robert L. Bennet, recorded at reception number 246284.
- c. Right of way easement between Oscar Strain and Town of Ignacio dated November 8, 1954.
- d. Exhibit A, Animas Surveying and Mapping of location of water line easement. A-D are attached hereto."

A total of 569 pages were responsive to your request. We have enclosed 569 pages, but a total of 46 pages are being partially withheld (redacted) and 16 pages are being full withheld (redacted). Portions of these materials are being withheld under the following FOIA Exemptions: Exemptions 4, 5 and 6.

FOIA Exemption 4 protects “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.” In order for the BIA to withhold information pursuant to Exemption 4, the information must be commercial or financial, obtained from a person, and privileged or confidential. Exemption 4 is “sufficiently broad to encompass financial and commercial information concerning a third party so long as it is privileged or confidential.” Furthermore, “where commercial or financial information is both customarily and actually treated as private by its owner and [perhaps is also] provided to the government under an assurance of privacy the information is ‘confidential’ within the meaning of Exemption 4.” Also, the submitter does not customarily release this information to the public, so the information is confidential for the purposes of Exemption 4.

Exemption 5 allows an agency to withhold “inter-agency or intra-agency memorandums or letters which would not be available by law to a party ... in litigation with the agency,” 5 U.S.C. § 552(b)(5). Exemption 5 therefore incorporates the privileges that protect materials from discovery in litigation, including the deliberative process, attorney work-product, attorney-client, and commercial information privileges. Importantly, the Exemption 5 protections are not without limit. Rather, “the deliberative process shall not apply to records created 25 years or more before the date on which the records were requested.”

Exemption 6 allows agencies to withhold certain personal information held in “personnel and medical files and similar files” when the disclosure of this information “would constitute a clearly unwarranted invasion of personal privacy.”

Six pages that were identified as responsive documents to your request were “blacked out” prior to receiving/reviewing the documents. The presumption was that these documents were redacted previously. Those “blacked out” redactions were identified on pages 246, 376, 377, 379, 409 and 410 and are included as partially withheld.

We reasonably foresee that disclosure would harm an interest protected by one or more of the nine exemptions to the FOIA’s general rule of disclosure.

Jean Buck-Curtis, BIA, SWRO, FOIA Coordinator is responsible for this partial denial. Stephanie Kiger, Attorney-Advisor in the Office of the Solicitor, was consulted.

You may appeal this response to the Department’s FOIA/Privacy Act Appeals Officer. If you choose to appeal, the FOIA/Privacy Act Appeals Officer must receive your FOIA appeal **“no later than 90 workdays from the date of this letter”**. Appeals arriving or delivered after 5 p.m. Eastern Time, Monday through Friday, will be deemed received on the next workday.

Your appeal must be made in writing. You may submit your appeal and accompanying materials to the FOIA/Privacy Act Appeals Officer by mail, courier service, fax, or email. All communications concerning your appeal should be clearly marked with the words: “FREEDOM OF INFORMATION APPEAL.” You must include an explanation of why you believe the BIA, SWRO’s response is in error. You must also include with your appeal copies of all correspondence between you and BIA, SWRO concerning your FOIA request, including your original FOIA request and BIA, SWRO’s response. Failure to include with your appeal all correspondence between you and BIA, SWRO will result in the Department’s rejection of your appeal, unless the FOIA/Privacy Act Appeals Officer determines (in the FOIA/Privacy Act Appeals Officer’s sole discretion) that good cause exists to accept the defective appeal. Please include your name and daytime telephone number (or the name and telephone number of an appropriate contact), email address and fax number (if available) in case the FOIA/Privacy Act Appeals Officer needs additional information or clarification of your appeal.

DOI FOIA/Privacy Act Appeals Office Contact Information

Department of the Interior
Office of the Solicitor
1849 C Street, N.W.
MS-6556 MIB
Washington, DC 20240

Attn: FOIA/Privacy Act Appeals Office
Telephone: (202) 208-5339
Fax: (202) 208-6677
Email: FOIA.Appeals@sol.doi.gov

The 2007 FOIA amendments created the Office of Government Information Services (OGIS) to offer mediation services to resolve disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. Using OGIS services does not affect your right to pursue litigation. You may contact OGIS in any of the following ways:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road - OGIS
College Park, MD 20740-6001
E-mail: ogis@nara.gov
Web: <https://ogis.archives.gov>
Telephone: 202-741-5770
Fax: 202-741-5769
Toll-free: 1-877-684-6448

Please note that using OGIS services does not affect the timing of filing an appeal with the Department's FOIA & Privacy Act Appeals Officer.

You also may seek dispute resolution services from our FOIA Public Liaison, Departmental FOIA Office, at (888) 603-7119.

This concludes our response to your request, **BIA-2023-003044**. Should you have any questions regarding this response, please contact Jean Buck-Curtis, FOIA Coordinator at (505) 563-3543, or email, Jean.Buck-Curtis@bia.gov.

Sincerely,

LELA
KASKALLA

Digitally signed by LELA KASKALLA
Date: 2023.04.25 17:05:07 -06'00'

Patricia L. Mattingly
Regional Director

Enclosure