



IGNACIO TOWN BOARD MEETING AGENDA
Monday, June 10, 2024 – 6:00 PM
Abel F. Atencio Community Room, 570 Goddard Avenue
or via Remote Public Meeting

Zoom login info: <https://us06web.zoom.us/j/88298479203>

Attendees wishing to participate by phone shall call: [346-248-7799](tel:346-248-7799) and key in Webinar ID Number: [882 9847 9203](https://us06web.zoom.us/j/88298479203)

- I. CALL REGULAR MEETING TO ORDER:** Pledge of Allegiance
- II. ROLL CALL**
- III. APPROVAL OF AGENDA – Action Item**
- IV. PUBLIC COMMENTS**
- V. CONSENT AGENDA – Action Item**
 - A. Regular Town Board Meeting Minutes from May 13, 2024
 - B. May 2024 Accounting Reports
 - C. The Rose Café Liquor License Renewal Application
 - D. TP Lounge Liquor License Renewal Application
- VI. UNFINISHED BUSINESS**
 - A. Rock Creek Housing Project Update
 - B. Broadband Update
 - C. Get Your Girl Power Funding Request – Action Item
- VII. NEW BUSINESS**
 - A. Resolution 09-2024 – Calling a Special Election – Action Item
 - B. Resolution 10-2024 – Designating Election Official – Action Item
 - C. Ordinance 362 Adopt Model Traffic Code – Public Hearing & Action Item
 - D. Republic Services Price Increase – Action Item
 - E. Rock Creek Housing Project Construction Financing – Action Item
 - F. Town Property RFP Submittal Discussion
- 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 a conference with the Town attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) pertaining to the Town's Raw Water Pipeline Easement
- XII. ADJOURNMENT**

06/06/24
12:21:52

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 5/24

Page: 1 of 5
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-97604	E	893 AT&T	399.18	05/01/24	5/24	CL 17468	399.18
-97603	E	974 LA PLATA ELECTRIC ASSN INC	2135.01	05/01/24	5/24	CL 17469	2135.01
-97602	E	845 HOME DEPOT CREDIT SERVICES	161.11	05/01/24	5/24	CL 17472	161.11
-97601	E	737 PITNEY BOWES INC	502.25	05/15/24	5/24	CL 17492	502.25
-97600	E	1187 Cardmember Service (TBK Bank)	212.80	05/15/24	5/24	CL 17515	212.80
-97599	E	1187 Cardmember Service (TBK Bank)	190.73	05/15/24	5/24	CL 17516	190.73
-97598	E	1187 Cardmember Service (TBK Bank)	434.56	05/15/24	5/24	CL 17517	434.56
-97597	E	1187 Cardmember Service (TBK Bank)	134.03	05/15/24	5/24	CL 17518	134.03
-97596	E	1187 Cardmember Service (TBK Bank)	160.60	05/15/24	5/24	CL 17519	160.60
-97595	E	1187 Cardmember Service (TBK Bank)	184.27	05/15/24	5/24	CL 17520	184.27
-97594	E	1187 Cardmember Service (TBK Bank)	243.47	05/15/24	5/24	CL 17521	243.47
-97593	E	1187 Cardmember Service (TBK Bank)	831.48	05/15/24	5/24	CL 17522	831.48
-97592	E	1187 Cardmember Service (TBK Bank)	68.32	05/15/24	5/24	CL 17523	68.32
-97591	E	1187 Cardmember Service (TBK Bank)	90.13	05/15/24	5/24	CL 17524	90.13
-97590	E	1187 Cardmember Service (TBK Bank)	1095.14	05/15/24	5/24	CL 17525	1095.14
-97589	E	1187 Cardmember Service (TBK Bank)	1390.14	05/15/24	5/24	CL 17526	1390.14
-97588	E	1187 Cardmember Service (TBK Bank)	373.33	05/15/24	5/24	CL 17527	373.33
-97587	E	1187 Cardmember Service (TBK Bank)	431.93	05/15/24	5/24	CL 17528	431.93
-97586	E	1187 Cardmember Service (TBK Bank)	283.50	05/15/24	5/24	CL 17529	283.50
-97585	E	1187 Cardmember Service (TBK Bank)	697.08	05/15/24	5/24	CL 17530	697.08
-97584	E	385 LPEA	2132.62	05/15/24	5/24	CL 17533	2132.62
-97583	E	143 STATE OF COLORADO-SALES TAX	835.14	05/15/24	5/24	CL 17535	835.14
-97582	E	893 AT&T	528.00	05/31/24	5/24	CL 17537	528.00
-97581	E	737 PITNEY BOWES INC	302.64	05/30/24	5/24	CL 17539	302.64

06/06/24
12:21:52

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 5/24

Page: 2 of 5
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
7316 *	S	53 AUTO PARTS INC	29.47	05/01/24	_____	CL 17480	29.47
7317	S	220 BALLANTINE COMMUNICATIONS INC	515.50	05/01/24	_____	CL 17485	515.50
7318	S	121 CIRSA	436.30	05/01/24	_____	CL 17467	436.30
7319	S	1131 CROSSFIRE AGGREGATE SERVICES LLC	223.00	05/01/24	_____	CL 17471	223.00
7320	S	1102 DANA SAFETY SUPPLY INC	2064.00	05/01/24	_____	CL 17473	2064.00
7321	S	240 ESSCO PIPE & SUPPLY	907.04	05/01/24	_____	CL 17474	907.04
7322	S	263 GALLS, LLC.	33.08	05/01/24	_____	CL 17484	33.08
7323	S	760 IGNACIO SCHOOL DISTRICT	366667.00	05/01/24	_____	CL 17476	366667.00
7324	S	1130 IMAGENET CONSULTING LLC	5652.06	05/01/24	_____	CL 17477	5652.06
7325	S	1046 LAW OFFICE OF DAVID LIBERMAN	3267.17	05/01/24	_____	CL 17482	3267.17
7326	S	394 LEWIS TRUE VALUE MERCANTILE	52.92	05/01/24	_____	CL 17479	52.92
7327	S	1247 Michala Riley	58.96	05/01/24	_____	CL 17475	58.96
7328	S	990 REAL TIME NETWORKS	49.00	05/01/24	_____	CL 17481	49.00
7329	S	632 TARGET RENTAL	233.70	05/01/24	_____	CL 17470	233.70
7330	S	675 UTILITY NOTIFICATION CENTER OF CO	561.15	05/01/24	_____	CL 17483	561.15
7334 *	S	1232 4 Corners Trailers	419.00	05/15/24	_____	CL 17490	419.00
7335	S	53 AUTO PARTS INC	244.46	05/15/24	_____	CL 17512	244.46
7336	S	65 BASIN COOP	368.24	05/15/24	_____	CL 17498	368.24
7337	S	1291 Border States Industries Inc	308.58	05/15/24	_____	CL 17507	308.58
7338	S	91 BRENNAN OIL COMPANY	174.69	05/15/24	_____	CL 17495	174.69
7339	S	921 CASCADE WATER	90.00	05/15/24	_____	CL 17509	90.00
7340	S	999999 CITY OF CORTEZ	175.00	05/15/24	_____	CL 17532	175.00
7341	S	999999 DEE WESNER	14.21	05/15/24	_____	CL 17502	14.21
7342	S	1119 DUB'S AUTO BODY	460.18	05/15/24	_____	CL 17491	460.18

06/06/24
12:21:52

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 5/24

Page: 3 of 5
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
7343	S	971 FASTTRACK COMMUNICATIONS INC	402.97	05/15/24	-----	CL 17506	402.97
7344	S	991 HINTON BURDICK CPA & ADVISORS	10000.00	05/15/24	-----	CL 17494	10000.00
7345	S	1195 Ignacio Creative District	600.00	05/15/24	-----	CL 17534	600.00
7346	S	1130 IMAGENET CONSULTING LLC	2304.55	05/15/24	-----	CL 17486	2304.55
7347	S	1031 JUST CLICK PRINTING INC	541.70	05/15/24	-----	CL 17511	541.70
7348	S	999999 NORMA CONLEY	50.00	05/15/24	-----	CL 17504	50.00
7349	S	1264 Republic Services #657	3081.92	05/15/24	-----	CL 17514	3081.92
7350	S	970 SECOR	722.69	05/15/24	-----	CL 17487	722.69
7351	S	999999 SHERYL FORTUNE	35.00	05/15/24	-----	CL 17531	35.00
7352	S	624 SoCoCAA, INC.	18000.00	05/15/24	-----	CL 17499	18000.00
7353	S	600 SOUTHERN UTE UTILITIES DIVISION	46157.90	05/15/24	-----	CL 17505	46157.90
7354	S	730 SOUTHWEST AG	120.00	05/15/24	-----	CL 17508	120.00
7355	S	626 SUMMIT SUPPLY	2165.69	05/15/24	-----	CL 17497	2165.69
7356	S	632 TARGET RENTAL	233.70	05/15/24	-----	CL 17488	233.70
7357	S	1147 TDL RECYCLING, LLC	530.00	05/15/24	-----	CL 17501	530.00
7358	S	650 TOWN OF IGNACIO	906.64	05/15/24	-----	CL 17503	906.64
7359	S	969 USA BLUE BOOK	1183.69	05/15/24	-----	CL 17489	1183.69
7360	S	1100 VECTOR DISEASE CONTROL	2120.56	05/15/24	-----	CL 17500	2120.56
7369 *	S	1012 ACE INDUSTRIAL SUPPLY INC	1199.90	05/31/24	-----	CL 17557	1199.90
7370	S	53 AUTO PARTS INC	194.19	05/31/24	-----	CL 17551	194.19
7371	S	65 BASIN COOP	308.28	05/31/24	-----	CL 17546	308.28
7372	S	1291 Border States Industries Inc	308.58	05/31/24	-----	CL 17560	308.58
7373	S	99 C & J GRAVEL PRODUCTS INC	652.03	05/31/24	-----	CL 17548	652.03
7374	S	1272 Canyon Construction Company	157593.16	05/31/24	-----	CL 17544	157593.16

06/06/24
12:21:52

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 5/24

Page: 4 of 5
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
7375	S	1227 CJB Auto Supply	65.62	05/31/24	_____	CL 17558	65.62
7376	S	1134 Clark or Sharon CRAIG	83.08	05/31/24	_____	CL 17540	83.08
7377	S	1131 CROSSFIRE AGGREGATE SERVICES LLC	653.89	05/31/24	_____	CL 17562	653.89
7378	S	240 ESSCO PIPE & SUPPLY	907.04	05/31/24	_____	CL 17552	907.04
7379	S	1240 Ferguson Waterworks #1116	318.00	05/31/24	_____	CL 17561	318.00
7380	S	263 GALLS, LLC.	178.14	05/31/24	_____	CL 17564	178.14
7381	S	999999 JILL NEELY-SMITH	9.75	05/31/24	_____	CL 17563	9.75
7382	S	999999 JORDAN BULWAN	83.08	05/31/24	_____	CL 17542	83.08
7383	S	894 KRISTIN ROEHRS	600.00	05/31/24	_____	CL 17538	600.00
7384	S	1286 La Plata County Public Health Dept.	38.50	05/31/24	_____	CL 17549	38.50
7385	S	1228 Lawn Slingers & the Works	4740.00	05/31/24	_____	CL 17543	4740.00
7386	S	1155 Lawson Products, Inc.	2685.64	05/31/24	_____	CL 17553	2685.64
7387	S	394 LEWIS TRUE VALUE MERCANTILE	74.45	05/31/24	_____	CL 17559	74.45
7388	S	999999 MARK GARCIA	474.62	05/31/24	_____	CL 17547	474.62
7389	S	1292 MCS - Measurement Control Systems	2252.90	05/31/24	_____	CL 17555	2252.90
7390	S	990 REAL TIME NETWORKS	49.00	05/31/24	_____	CL 17536	49.00
7391	S	1109 SGM	400.00	05/31/24	_____	CL 17550	400.00
7392	S	626 SUMMIT SUPPLY	4655.32	05/31/24	_____	CL 17545	4655.32
7393	S	999999 TOM ATENCIO	83.08	05/31/24	_____	CL 17541	83.08
Total for Claim Checks			664587.43				
Count for Claim Checks			91				

* denotes missing check number(s)

of Checks: 91 Total: 664587.43

06/06/24
12:21:53

TOWN OF IGNACIO
Fund Summary for Claim Check Register
For the Accounting Period: 5/24

Page: 5 of 5
Report ID: AP110

Fund/Account	Amount
100 GENERAL FUND	
110230	74,141.74
300 CAPITAL IMPROVEMENT FUND	
110230	160,538.02
500 ECONOMIC DEVELOPMENT FUND	
110230	366,667.00
610 WATER FUND	
110230	12,299.92
620 GAS FUND	
110230	9,660.58
630 SEWER FUND	
110230	31,817.22
640 IRRIGATION FUND	
110230	9,462.95
Total:	664,587.43

06/06/24
12:22:56

TOWN OF IGNACIO
Detail Ledger Query
For the Accounting Periods: 5/24 - 5/24

Page: 1 of 2
Report ID: L091

Objects 2300-9500, AND Fund=300,500

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
300 CAPITAL IMPROVEMENT FUND						
930000 CAPITAL IMPROVEMENT						
9232 Capital Project - Rock Creek Subdivision						
CL 17470 1 41872	Equip Rental for Rock Cr	TARGET RENTAL	5/24	233.70		
CL 17474 1 2011465	Rock Creek Infrastructur	ESSCO PIPE & SUPPLY	5/24	51.42		
CL 17474 2 2011493	Rock Creek Infrastructur	ESSCO PIPE & SUPPLY	5/24	35.78		
CL 17474 3 2011492	Rock Creek Infrastructur	ESSCO PIPE & SUPPLY	5/24	819.84		
CL 17487 1 0346236-IN	3" x 3/4" IPS PE4710 HDP	SECOR	5/24	722.69		
CL 17488 1 40504	Airman 4TNV88C-DHKS: Com	TARGET RENTAL	5/24	205.00		
CL 17488 2 40504	Damage waver fee	TARGET RENTAL	5/24	24.60		
CL 17488 3 40504	SMM Fee 2%	TARGET RENTAL	5/24	4.10		
CL 17507 1 928189326	Holophane Lot Price	Border States Industries	5/24	308.58		
CL 17526 2 Fergerson ent		Cardmember Service (TBK	5/24	78.31		
CL 17526 4 AM Leonard		Cardmember Service (TBK	5/24	152.26		
CL 17544 1 Rock Creek Infrastructure		Canyon Construction	5/24	157,593.16		
CL 17560 1 111AW5 AB 31-4		Border States Industries	5/24	308.58		
	Object Total:		811,451.99 DB	160,538.02		971,990.01 DB
	Account Total:		811,451.99 DB	160,538.02		971,990.01 DB
	Fund Total:			160,538.02	0.00	

06/06/24
12:22:56

TOWN OF IGNACIO
Detail Ledger Query
For the Accounting Periods: 5/24 - 5/24

Page: 2 of 2
Report ID: L091

Objects 2300-9500, AND Fund=300,500

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
500 ECONOMIC DEVELOPMENT FUND						
500463 ECONOMIC DEVELOPMENT						
6456 ELHI Property						
CL 17476 1	ELHI installment 1/3 placemark	IGNACIO SCHOOL DISTRICT	5/24	366,667.00		
	Object Total:		550.00 DB	366,667.00		367,217.00 DB
	Account Total:		550.00 DB	366,667.00		367,217.00 DB
	Fund Total:			366,667.00	0.00	
	Grand Total:			527,205.02	0.00	

TOWN OF IGNACIO

2023			2024	331310		% up/down			% up/down
City Sales Tax	Month	Year-To-Date	City Sales Tax	Month	Difference	from PYM	Year-To-Date	Difference	from PYT
			<i>hit bank</i>						
		-	1 Jan	52,435.76					
Jan	59,491.23	59,491.23	2 Feb	60,498.68	1,007.45	1.69%	60,498.68	1,007.45	1.69%
Feb	46,445.64	105,936.87	3 Mar	61,998.32	15,552.68	14.68%	122,497.00	16,560.13	15.63%
Mar	44,651.23	150,588.10	4 Apr	45,384.66	733.43	0.49%	167,881.66	17,293.56	11.48%
Apr	48,413.47	199,001.57	5 May	49,614.44		0.00%	217,496.10		0.00%
May	48,118.71	247,120.28	6 Jun			0.00%	217,496.10		0.00%
Jun	51,416.18	298,536.46	7 Jul			0.00%	217,496.10		0.00%
Jul	47,069.92	345,606.38	8 Aug			0.00%	217,496.10		0.00%
Aug	51,249.72	396,856.10	9 Sep			0.00%	217,496.10		0.00%
Sep	50,337.91	447,194.01	10 Oct			0.00%	217,496.10		0.00%
Oct	52,000.17	499,194.18	11 Nov			0.00%	217,496.10		0.00%
Nov	60,980.48	560,174.66	12 Dec			0.00%	217,496.10		0.00%
Dec	52,435.76	612,610.42	Jan			0.00%	217,496.10		0.00%
City Sales Tax Total	612,610.42		City Total	269,931.86					2.40%
2023 BUDGET	500,000.00		2024 BUDGET	500,000.00					

2023			2024	331330		% up/down			% up/down
County Sales Tax	Month	Year-To-Date	County Sales Tax	Month	Difference	from PYM	Year-To-Date	Difference	from PYT
			<i>hit bank</i>						
		-	1 Jan	99,970.00					
		-	2 Feb	117,151.00					
Jan	87,867.00	87,867.00	3 Mar	94,745.00	6,878.00	7.83%	94,745.00	6,878.00	7.83%
Feb	89,282.00	177,149.00	4 Apr	90,192.00	910.00	0.51%	184,937.00	7,788.00	4.40%
Mar	98,894.00	276,043.00	5 May	97,916.00	-978.00	-0.35%	282,853.00	6,810.00	2.47%
Apr	93,396.00	369,439.00	6 Jun			0.00%	282,853.00		0.00%
May	105,714.00	475,153.00	7 Jul			0.00%	282,853.00		0.00%
Jun	118,127.00	593,280.00	8 Aug			0.00%	282,853.00		0.00%
Jul	119,823.00	713,103.00	9 Sep			0.00%	282,853.00		0.00%
Aug	118,596.00	831,699.00	10 Oct			0.00%	282,853.00		0.00%
Sep	115,270.00	946,969.00	11 Nov			0.00%	282,853.00		0.00%
Oct	110,432.00	1,057,401.00	12 Dec			0.00%	282,853.00		0.00%
Nov	99,970.00	1,157,371.00	Jan			0.00%	282,853.00		0.00%
Dec	117,151.00	1,274,522.00	Feb						
County Total	1,274,522.00		County Total	499,974.00					1.34%
2023 BUDGET	1,100,000.00		2024 BUDGET	1,100,000.00					

06/06/24
12:25:17

TOWN OF IGNACIO
Cash Report
For the Accounting Period: 5/24

Page: 1 of 1
Report ID: L160

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	-370,714.49	551,166.48	41.92	195.69	301,061.73	-120,763.51
110250 Savings Account	100,012.99	12.74	0.00	0.00	0.00	100,025.73
110270 Investment Account	1,918,407.39	6,710.57	0.00	380,000.00	0.00	1,545,117.96
Total Fund	1,647,805.89	557,889.79	41.92	380,195.69	301,061.73	1,524,480.18
300 CAPITAL IMPROVEMENT FUND						
110230 Operating Account	-348,574.06	376,488.52	0.00	0.00	160,538.02	-132,623.56
110270 Investment Account	466,517.05	2,598.31	0.00	0.00	0.00	469,115.36
Total Fund	117,942.99	379,086.83			160,538.02	336,491.80
400 CONSERVATION TRUST FUND						
110230 Operating Account	26,599.41	0.00	0.00	0.00	0.00	26,599.41
110270 Investment Account	84,144.71	385.92	0.00	0.00	0.00	84,530.63
Total Fund	110,744.12	385.92				111,130.04
500 ECONOMIC DEVELOPMENT FUND						
110230 Operating Account	523,435.11	6,894.12	0.00	0.00	366,667.00	163,662.23
110270 Investment Account	22,268.31	271.04	0.00	0.00	0.00	22,539.35
Total Fund	545,703.42	7,165.16			366,667.00	186,201.58
610 WATER FUND						
110230 Operating Account	7,290.33	24,047.90	0.00	0.00	12,299.92	19,038.31
110270 Investment Account	48,227.09	221.19	0.00	0.00	0.00	48,448.28
Total Fund	55,517.42	24,269.09			12,299.92	67,486.59
620 GAS FUND						
110230 Operating Account	172,865.77	24,105.03	0.00	0.00	9,660.58	187,310.22
110270 Investment Account	148,206.97	679.72	0.00	0.00	0.00	148,886.69
Total Fund	321,072.74	24,784.75			9,660.58	336,196.91
630 SEWER FUND						
110230 Operating Account	190,060.55	55,146.71	0.00	0.00	31,817.22	213,390.04
110270 Investment Account	208.42	0.93	0.00	0.00	0.00	209.35
Total Fund	190,268.97	55,147.64			31,817.22	213,599.39
640 IRRIGATION FUND						
110230 Operating Account	1,201.03	535.45	0.00	0.00	9,462.95	-7,726.47
110270 Investment Account	11,213.10	51.45	0.00	0.00	0.00	11,264.55
Total Fund	12,414.13	586.90			9,462.95	3,538.08
910 PAYROLL CLEARING FUND						
110230 Operating Account	11,442.35	0.00	226,878.07	195,959.13	0.00	42,361.29
930 CLAIMS CLEARING FUND						
110230 Operating Account	1,417.72	0.00	664,587.43	13,817.46	0.00	652,187.69
Totals	3,014,329.75	1,049,316.08	891,507.42	589,972.28	891,507.42	3,473,673.55

*** 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.

06/06/24
12:26:01

TOWN OF IGNACIO
Statement of Revenue Budget vs Actuals
For the Accounting Period: 5 / 24

Page: 1 of 1
Report ID: B110F

Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
100 GENERAL FUND	173,597.59	1,000,084.77	2,206,447.00	1,206,362.23	45 %
300 CAPITAL IMPROVEMENT FUND	379,086.83	677,921.76	2,477,874.00	1,799,952.24	27 %
400 CONSERVATION TRUST FUND	385.92	4,879.48	39,500.00	34,620.52	12 %
500 ECONOMIC DEVELOPMENT FUND	7,165.16	53,790.27	1,714,567.00	1,660,776.73	3 %
610 WATER FUND	221.19	99,962.11	330,235.00	230,272.89	30 %
620 GAS FUND	679.72	152,170.76	946,900.00	794,729.24	16 %
630 SEWER FUND	9,842.93	232,378.12	619,982.00	387,603.88	37 %
640 IRRIGATION FUND	51.45	253.01	45,058.00	44,804.99	1 %
Grand Total:	571,030.79	2,221,440.28	8,380,563.00	6,159,122.72	27 %

06/06/24
12:26:26

TOWN OF IGNACIO
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 24

Page: 1 of 1
Report ID: B100F

Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
100 GENERAL FUND	301,215.50	1,235,485.90	2,697,137.00	2,697,137.00	1,461,651.10	46%
300 CAPITAL IMPROVEMENT FUND	160,538.02	1,051,223.16	2,437,338.00	2,437,338.00	1,386,114.84	43%
400 CONSERVATION TRUST FUND	0.00	0.00	42,000.00	42,000.00	42,000.00	0%
500 ECONOMIC DEVELOPMENT FUND	366,667.00	421,116.94	2,231,560.00	2,231,560.00	1,810,443.06	19%
610 WATER FUND	12,299.92	75,435.60	326,214.00	326,214.00	250,778.40	23%
620 GAS FUND	9,660.58	123,840.29	1,144,339.00	1,144,339.00	1,020,498.71	11%
630 SEWER FUND	31,817.22	161,861.80	564,497.00	564,497.00	402,635.20	29%
640 IRRIGATION FUND	9,462.95	17,014.79	46,730.00	46,730.00	29,715.21	36%
Grand Total:	891,661.19	3,085,978.48	9,489,815.00	9,489,815.00	6,403,836.52	33%

06/06/24
12:27:18

TOWN OF IGNACIO
Payroll Summary For Payrolls from 05/01/24 to 05/31/24

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
BVMT HOURS (BEREAVEMENT LEAVE)	24.00		658.32
COMA HOURS (Comp Time Accumulated)	31.50		
COMP HOURS (Comp Time Used)	128.00		3,224.48
J004 HOURS (CELL PHONE ALLO)	0.00		230.75
*Non Taxable (added to gross wages, no addition to SS, Med, FIT & SIT bases)			
J013 HOURS (BONUS PAY)	49.60		1,094.96
J015 HOURS (IN LIEU OF INSU)	0.00		1,471.19
OVER HOURS (Overtime)	196.50		10,547.43
REG HOURS (Regular Time)	3,671.25		134,409.01
SICK HOURS (Sick Time)	84.50		2,621.82
TRMC HOURS (Termination Comp Time)	62.25		1,427.39
TRMS HOURS (Sick Leave Termination)	218.05		12,216.67
TRMV HOURS (Vacation Leave Termination)	287.83		12,153.77
VACA HOURS (Vacation Time Used)	302.00		13,122.96
GROSS PAY	193,178.75	0.00	
NET PAY	137,441.14	0.00	
NET PAY (CHECKS)	30,175.86		
NET PAY (DIRECT DEPOSIT)	107,265.28		
AFLAC-AFTERTAX	703.04	701.25	
AFLAC-PRETAX	1,019.26	30.04	
CEBT DENTAL	542.00	230.00	
CEBT HEALTH	4,020.00	13,136.50	
CEBT LIFE	136.45	41.58	
CEBT VISION	72.00	36.00	
FIT	20,241.15	0.00	
FPPA	8,490.81	7,075.68	
FPPA DROP	2,016.00	0.00	
FPPA-457	1,498.65	0.00	
FPPA-AD&D	0.00	2,139.15	
GARNISHMENT2	69.21	0.00	
MEDICARE	2,713.83	2,713.83	
MISSIONSQUARE/I	2,808.70	2,649.40	
SIT	6,846.49	0.00	
SOCIAL SECURITY	4,560.02	4,560.02	
UNEMPL. INSUR.	0.00	385.87	
BANK 4	6,818.92	0.00	
BANK 8-SAVINGS	4,750.25	0.00	
COMM BANK OF CO	14,584.22	0.00	
CU OF COLORADO	5,048.73	0.00	
SANDIA LAB FCU	300.00	0.00	
TBK BANK	10,700.59	0.00	
USAA	9,423.06	0.00	
VECTRA BANK CO	69.26	0.00	
WELLS FARGO	51,442.27	0.00	
WELLS FARGO N.A	138.52	0.00	
WELLS FARGO OR	3,989.46	0.00	
FIT/SIT BASE	172,344.13	0.00	
MEDICARE BASE	187,158.29	0.00	

06/06/24
12:27:18

TOWN OF IGNACIO
Payroll Summary For Payrolls from 05/01/24 to 05/31/24

Page: 2 of 2
Report ID: P130

SOC SEC BASE	73,549.14	0.00
UN BASE	192,948.00	0.00
Total		33,699.32
Total Payroll Expense (Gross Pay + Employer Contributions):		226,878.07

Check Summary

Payroll Checks Prev. Out.	\$2,271.70
Payroll Checks Issued	\$30,245.07
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$32,516.77
Electronic Checks	\$195,959.13

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security		9120.04		221700
Medicare		5427.66		221710
Unempl. Insur.	234.13		620.00	221760
FIT		20241.15		221720
SIT		6846.49		221730
FPPA		15566.49		221742
AFLAC-PRETAX		1049.30		221757
EMPL WEAPONS AD				221782
FPPA-457		1498.65		221742
FPPA-AD&D		2139.15		221743
MISSIONSQUARE/I		5458.10		221741
AFLAC-AFTERTAX		1404.29		221757
CEBT DENTAL		772.00		221754
CEBT HEALTH		17156.50		221751
CEBT LIFE		178.03		221755
CEBT VISION		108.00		221756
GARNISHMENT2		69.21		221781
FPPA DROP		1728.00	288.00	221742
Total Ded.	89436.93	234.13	88763.06	908.00

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

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

ROSE CAFE
PO BOX 1265
Ignacio CO 81137

Fees Due	
Annual Renewal Application Fee (\$125 Effective July 1, 2023 - June 30, 2024 and \$250.00 for application received by LED on or after July 1st, 2024)	\$
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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 License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐ Paid by check

Uploaded to MoveIt on Date

☐ Paid Online

Licensee Name

GUZMAN, JOYCE

Doing Business As Name (DBA)

ROSE CAFE

Liquor License Number

03-13662

License Type

Hotel & Restaurant (city)

Sales Tax License Number

33776519

Expiration Date

08/02/2024

Due Date

06/18/2024

Business Address

Street Address

940 GODDARD AVENUE

Phone Number

9705634046

City, State, ZIP Code

Ignacio CO 81137

Mailing Address

Street Address

PO BOX 1265

City, State, ZIP Code

Ignacio CO 81137

Email

Operating Manager

Date of Birth

Joyce Guzman

Home Address

Street Address		Phone Number
City		State
ZIP Code		
Ignacio		CO 81137

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented? ☐ Owned

*If rented, expiration date of lease

☒ Rented*

Month to Month

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit?..... ☒ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☒ Takeout ☐ Both Takeout and Delivery

3. 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?..... ☐ Yes ☒ No

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.?.....

☐ Yes ☒ No

4. 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)?..... ☐ Yes ☒ No

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.

Name (Individual/Business)

Joyce S Guzman The Rose Cafe

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

970-503-4046

Street Address

940 Goddard Ave

City

Ignacio

State

CO

ZIP Code

81137

Printed name of person signing on behalf of the Applicant/Licensee

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Joyce S Guzman

Date Signed

5/3/2024

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).

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Joyce S Guzman

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

The Rose Cafe

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 its 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.

1. 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?..... ☐ Yes ☒ No
- If yes, attach a detailed explanation.

2. 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?..... ☐ Yes ☒ No
- If yes, attach a detailed explanation.

3. 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?..... ☐ Yes ☒ No
- If yes, attach a detailed explanation.

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

Joyce S Guzman

Title

owner

Signature

Joyce S Guzman

Date (MM/DD/YY)

05/30/24

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

Title

Attest

Signature

Date (MM/DD/YY)

TO: Ignacio Town Board of Trustees

From: Wes Crume Police Chief

RE: The Rose Café-Liquor License Renewal

Date: May 30th 2024

.....

There have been NO Liquor Law Violations at the
above referenced business.

Submit to Local Licensing Authority

**T P LOUNGE
PO BOX 422
Ignacio CO 81137-0422**

APPLICANT ID: 215836

Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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 License Renewal Application

Please verify & update all information below

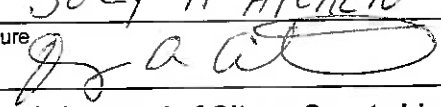
Return to city or county licensing authority by due date

Licensee Name ATENCIO JOEY A		Doing Business As Name (DBA) T P LOUNGE	
Liquor License # 13-16695-0000	License Type Tavern (city)		
Sales Tax License Number 13166950000	Expiration Date 05/08/2024	Due Date 03/24/2024	
Business Address 170 PINE ST Ignacio CO 81137		Phone Number 3035634276	
Mailing Address PO BOX 422 Ignacio CO 81137-0422		Email	
Operating Manager <i>Self</i>	Date of Birth	Home Address <i>Same as above</i>	Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> 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	Title
JOEY H ATENCIO	Owner
Signature	Date
	5/8/24

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, Joey A Hencio am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Joey A Hencio (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>Joey A Hencio</u>		Social Security Number/Tax Identification Number	
Address			
City		State <u>Colo</u>	Zip <u>81137</u>
Home Phone Number		Business/Work Phone Number <u>970-563-4276</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Joey A Hencio</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Joey A Hencio</u>			Date signed <u>5/8/24</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: Ignacio Town Board of Trustees

FROM: Wes Crume Police Chief

RE: TP Lounge

DATE: 5-31-2024

.....

There have been NO Liquor law violations at the
above referenced business.



Our Mission

The Women's Resource Center advocates for the personal empowerment and economic self-sufficiency of women and families in La Plata County.

Tammy Tyner

Executive Director

679 E. Second Ave, Unit 6

Durango, CO 81301

E-mail: director@wrcdurango.org

Phone: 970.247.1242

FAX: 970.247.8722

Tax ID: 74-2483766

January 8, 2024

Dear Town of Ignacio Board:

On behalf of Women's Resource Center and Ignacio Elementary School, I want to introduce you to our Get Your Girl Power program!

We would be privileged with tremendous support from Town of Ignacio, and your generosity will truly make a difference in providing critical programming to children right here in La Plata County. We would like to partner with you, and we are requesting \$1,500 for our *Get Your Girl Power* (GYGP) program to be held in April or May of this year.

Women's Resource Center recognizes that a foundational education is the best way to avoid a life of poverty. This year our organization marks the our second year helping Ignacio fifth-grade girls, and our 10th year of helping Bayfield fifth-grade girls, with their transition into middle school through our GYGP program held each spring. Upon preparing for this year's GYGP, we learned from school counselors that our precious youth are not only experiencing typical adolescent challenges, but they are also struggling with life satisfaction and resiliency following the recent pandemic. We were told that our programming is more vital now than ever before.

During the one-day conference, Ignacio youth learn from peers and adult community members about negotiating the challenges that often interfere with completing a high school education. The conference includes workshops and time spent with peers and female professionals in our community. In addition, the workshops are designed to complement the Colorado Health Standards, a requirement for each school. The conference covers workshops in three tracks; advocacy, healthy relationships, and positive self-image. The girls' program shows the importance of self-esteem and building self-confidence, identifying one's strengths, all-encompassing healthy living, communication skills, cyber and social media awareness, quick and easy tools that cut through stress, worries and anxiety, and the importance of staying in school. The goal of the conference is to teach girls the skills they'll need to successfully negotiate life's trials and tribulations, so that those challenges don't interfere with their education and ultimate career goals.



Community Partner

The objectives of the *Get Your Girl Power* program are:

- show girls the importance of eating healthy and living a healthy lifestyle,
- show girls how to identify bullying behaviors, intervene on behalf of others, embrace diversity, and accept others,
- discuss and roleplay the keys to good communication and healthy relationships, with an emphasis on the impact of cyber awareness,
- reiterate the importance of staying in school and how with an education, any dream is attainable,
- make sure that the girls know that every girl can grow up to become a self-confident, self-sufficient leader in her community, and
- help the girls understand that leaders are real people who believe in themselves and can do anything they set their minds to accomplish.

Please help us provide skills and tools to our youth so they can embrace diversity, develop independence, stay in school, and become self-confident, self-sufficient leaders within the community.

With just \$1,500 from the Town of Ignacio, this program will be made available at Ignacio Elementary School.

Together we can make a difference!

Thank you,



Tammy Tyner
Executive Director

Mission Statement: Women's Resource Center advocates for the personal empowerment and economic self-sufficiency of women and girls in La Plata County.

EIN: 74-2483766



Ignacio Elementary School
P.O. Box 460
Ignacio, Colorado 81137
Shauna Branch, Principal
Dana Stanley, Assistant Principal
Deana Prda, Office Manager
Phone (970) 563-0675 Fax (970) 563-4208

March 19, 2024

Dear Tuggy Dunton and Ignacio Town Council Members,

This letter is about the Get Your Girl Power Program (GYGP) at Ignacio Elementary School. The purpose of the program is to offer short workshop classes to girls in 5th grade before they enter middle school. The workshops are based on giving girls a voice and empowering them to be active and confident students in middle school.

I have discussed the group returning this year with Mr. deKay, Superintendent. I have met with Tammy Tyner, Executive Director of the Women's Center, and Katrina Paterson, Program Manager of the Women's Center regarding the topics discussed in the workshops this year. We discussed the Ignacio Community values and interests regarding the program. Part of the discussion was to clarify expectations should a topic come up that is not in the original programming. In alignment with the school and community values, we asked that if a topic was brought up by a student that was not approved, the leaders of the workshop referred the student to our school counselor.

I endorse this program coming into the schools to help our girls be more confident going into middle school. The date set for the workshops is May 8th. You are welcome to drop in if you would like.

If you have any questions or concerns, please feel free to reach out to me.

Sincerely,

Shauna Branch
Principal
505-400-53404

2024 Budget

Ordinary Income/Expense

Income

4000 · Contributions

4005 · Individual	0
4010 · Foundation & Non-Profit	0
4020 · Business/Sponsor	3,500

Total 4000 · Contributions 3,500

4100 · Government Grants

4105 · Federal	0
4110 · State	0
4115 · Local	3,000

Total 4100 · Government Grants 3,000

4200 · Investments 0

4300 · Fundraising Income

4310 · Fundraising Event / Project	0
------------------------------------	---

Total 4300 · Fundraising Income 0

Total Income 6,500

Gross Profit 6,500

Expense

5000 · Payroll Expenses

5001 · Executive Director	2,100
5002 · Other Salaries	
5002.1 · Program Manager	1,920
5002.2 · Event Manager	600
5002.3 · Marketing Manager	391

Total 5002 · Other Salaries 2,911

5003 · Payroll tax expense 386

5004 · Employee benefits 0

Total 5000 · Payroll Expenses 5,397

5100 · Office Expense

5101 · Dues, Subscriptions & Licenses	0
5102 · Supplies	550
510? · Repairs/Maintenance	0
5104 · Bank & Merchant Fees Expense	0

Total 5100 · Office Expense 550

5200 · Advertising, Outreach & Edu. 200

5300 · Occupancy

5301 · Rent (HOA dues)	0
5304 · Telephone/Internet	0
530? · Other Utilities	0

Total 5300 · Occupancy 0

5400 · Contract Services

5401 · Bookkeeping & Payroll Services	0
5402 · Tax and CPA services	0
5403 · Low Bono	0
Total 5400 · Contract Services	0
5600 · Staff Development & Travel	0
5650 · Board Development	0
5700 · Insurance	0
5800 · Direct Program Expense	440
5850 · Direct Event Expense	0
Total Expense	6,587
Net Ordinary Income	-87
Net Income	-87

Other Income/Expense

Other Income	
In-Kind Volunteers	2,100
In-Kind Facilities, Services, etc.	0
In-Kind Legal Services (Low Bono, Pro Bono)	0
Total Other Income	2,100
Other Expense	
In-Kind Volunteers	2,100
In-Kind Facilities, Services, etc.	0
In-Kind Legal Services (Low Bono, Pro Bono)	0
Total Other Expense	2,100
Net "Other Income/Expense"	0



Get Your Girl Power (GYGP) 2024

Workshop Descriptions

- **“Girl Power Super Power (Pine River Shares)”** All girls are powerful. When girls work together and support each other they create superpowers. We will explore themes of positive self-identity as “girl power;” using girl power to increase resiliency; things we can do for ourselves and other girls when we forget our superpower. Some of the topics they are covering are self-reflection, listening and being listened to, standing up for others. Using art and group dialogue, girls will identify their own personal superpower (positive self-identity) and create self- portraits of themselves as “s/heroes of the universe” using their superpower to lift each other up.
- **“Planting the Seed of Self-Empowerment” (WRC)** Students learn how to navigate differences within one another while also empowering each other by planting a flower seed of their choice and learning the valuable variables that promote growth. Finding ways the planted seed correlates with our own development. What do we need to empower ourselves and how do we achieve it? This workshop will help students learn how to recognize when something is affecting their physical and/or emotional wellness and the consequence of each. We all have different variables that are important to be successful in our own relationships and personal wellbeing.
- **“Nutrition” (Manna)** This workshop will focus on the importance of healthy food habits that can help girls learn at school and grow into healthy young women. This hands-on workshop will explore what it means to “eat the rainbow,” the importance of exercise and how to incorporate more fruits, vegetables, and whole grains into our snacks. We will prepare and sample a healthy snack together as a group with the help of local Manna staff. This gives them something healthy to eat throughout the day and teaches healthy habits that come with fruitful benefits!
- **“Say So” (SASO) Healthy Relationships, and Cyber Awareness** This workshop is a presentation that will discuss the keys to communication and relationships: communication, respect, and trust. It includes skill building of the different types of communication: passive, assertive and aggressive, with time for role playing activities and games, and the elements of consent in age-appropriate, everyday situations (asking if anyone else wants the last slice of cake before taking it for yourself). This workshop is presented by the staff and advocates at the Sexual Assault Service Organization, a local non-profit in La Plata County. The workshop will close with cyber communication awareness tips and take away.



SUMMARY

Get Your Girl Power 2024 - Ignacio



Get Your Girl Power 2024 conducted workshops for 25 fifth graders in Ignacio May 8th, 2024. Women's Resource Center's goal is to help girls feel more empowered to solve problems identified by the counselors such as cyber awareness, healthy eating, stronger relationships, and conflict resolutions. Facilitators included SASO, Pine Rive Shares, Manna, and WRC. GYGP facilitators contributed over \$2,900 worth of volunteer time to La Plata County for the Ignacio GYGP program 2024. We had so much fun, and enjoyed the kids and staff!

Ignacio Elementary School (25 kids)

Student Survey Responses:

- 100% of respondents had fun
 - One kid wrote: "I learned how to help my friend when she's sad"
 - Another wrote: "We are like a seed, and it takes a lot to grow healthy"
- 98% feel more empowered to solve problems
- 98% learned how to eat healthier
- 98% learned how to feel safer online
- 97% learned ways to feel better when we feel bad
- 96% learned ways to have stronger relationships
- 96% learned how to respond to conflicts with other people
- 91% learned how to stick with something even when it gets hard
- The activities the kids listed as teaching them the most were:
 - Trail mix, cyber security, positive self-image & portrait, planting a flower, and stronger relationships.



For next year, the kids recommended teaching:

- More on cyber awareness
- More about conflict resolution with friends
- More regarding how to create safe relationships
- More about healthy eating

WRC recommendations for next year:

- Add boys and invite Boys to Men for sessions and maybe I AM music or an Ignacio facilitator
- Shorter sessions than 60 minutes; maybe 45 minutes
- How to make food, family issues, being kind to self and others.

Facilitator Feedback:

- Session preparation time: between 4-15 hours, Average was 9.5 hours of preparation
- Session length: 3 preferred 45 minutes
- Student group maximum: 3 said 6 per group; 1 said 4 per group
- All facilitators asked to come back next year and want to collaborate workshops!

WRC Feedback for next year:

- Increase Empowerment portion of program
- Stay connected with facilitators and school officials ensures all expectations are met.

In 2025, WRC is hopeful for Pam from Pine River Shares, SASO, and Manna to return to Ignacio for an all-inclusive GYGP! Considerations for next year will include group size, session length, new topics, adding facilitators, and facilitator in person preparation meeting. I would like to add a workshop geared toward conflict resolution due to the interest from students as well as facilitators. Overall, the feedback was very positive, and the Women's Resource Center is excited to work with our sponsors, Katie Pannell (Counselor) and Ignacio Elementary School again next year!



RESOLUTION 09-2024

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF IGNACIO, COLORADO, CALLING A SPECIAL ELECTION ON _____, 2024 TO FILL A VACANCY ON THE BOARD

WHEREAS, pursuant to C.R.S. § 31-10-108 the Board of Trustees shall set the date of a special election on any Tuesday that does not fall within 32 days preceding or immediately following a primary, general, or congressional vacancy election;

WHEREAS, pursuant to C.R.S. § 31-10-108 the Special Election shall be conducted as nearly as practicable in the same manner as regular elections;

WHEREAS, the Board of Trustees desires to conduct the special election to fill a vacancy on the Board of Trustees; and

WHEREAS, pursuant to C.R.S. § 31-4-303(2), the Special Election shall be held as quickly as practical, nominating petitions for candidates may be circulated beginning on the first calendar day after setting the special election and must be returned no later than close of business on the 20th day after their first availability.

NOW THEREFORE, be it resolved by the Board of Trustees of the Town of Ignacio that:

- 1) The Board of Trustees calls a special election to be held on Tuesday, _____, 2024.
- 2) The election which shall be held on Tuesday, _____, 2024, shall be conducted as a polling place election.
- 3) Pursuant C.R.S. 31-4-504(4), nominating petitions may be circulated beginning tomorrow, June 11, 2024, and must be filed with the Town Clerk or Deputy Clerk no later than close of business at 4:00 PM on July 1, 2024.

PASSED, APPROVED, and ADOPTED this 10th day of June 2024.

TOWN OF IGNACIO, COLORADO

Clark Craig, Mayor

Attest:

Tuggy Dunton, Town Clerk

RESOLUTION NO. 10-2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF IGNACIO, COLORADO REGARDING THE DESIGNATION OF THE ELECTION OFFICIAL AND THE APPOINTMENT OF ELECTION JUDGES FOR ALL MUNICIPAL ELECTION.

WHEREAS, as authorized by C.R.S. § 31-10-401, the Town Board of Trustees desires to appoint a designated election official to conduct municipal elections; and

WHEREAS, as authorized by C.R.S. § 31-10-401, the Board of Trustees wishes to delegate the duty to appoint qualified election judges to the Town Clerk;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF IGNACIO, COLORADO AS FOLLOWS:

- 1) Tuggy Dunton, Town Clerk for Ignacio, Colorado, is hereby appointed as the Designated Election Official to conduct the 2024 Special Municipal Election on Tuesday, _____ 2024, including the authority to undertake all necessary and proper acts prior to, during and after the said election.
- 2) The Town Clerk is also delegated the authority and responsibility under C.R.S. 31-10-401 to appoint election judges for that election.

ADOPTED THIS 10th DAY OF JUNE, 2024.

TOWN OF IGNACIO, COLORADO

Clark Craig, Mayor

Attest:

Tuggy Dunton, Town Clerk

ORDINANCE 362

AN ORDINANCE BY THE BOARD OF TRUSTEES OF THE TOWN OF IGNACIO, COLORADO, FOR THE REGULATION OF TRAFFIC BY THE TOWN OF IGNACIO, ADOPTING BY REFERENCE THE 2024 EDITION OF THE MODEL TRAFFIC CODE; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

WHEREAS, the last Model Traffic Code adopted by the Town of Ignacio Board of Trustees was the 2010 edition; and,

WHEREAS, the 2024 edition of the Model Traffic Code is the current Colorado Department of Transportation Code available; and

WHEREAS, the Board of Trustees have determined that adopting the 2024 Model Traffic Code is necessary.

NOW THEREFORE BE IT ORDAINED by the Board of Trustees of the Town of Ignacio, Colorado:

(See Town of Ignacio Municipal Code 8-4 – Traffic Offenses)

Section 1. *Adoption.* Pursuant to parts 1 and 2 of Article 16 of Title 31 and Part 4 of Article 15 of Title 30 C.R.S., there is hereby adopted by reference the 2024 edition of the “Model Traffic Code” promulgated and published as such by the Colorado Department of Transportation, Traffic Safety and Engineering Services, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulation for the Town. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Clerk of the Town of Ignacio, Colorado, and may be inspected during regular business hours.

Section 2. *Deletions.* The 2024 edition of the Model Traffic Code is adopted as if set out at length save and except the following articles and/or sections which are declared to be inapplicable to this municipality and are therefore expressly deleted: None.

Section 3. *Penalties.* The following penalties, herewith set forth in full, shall apply to this Ordinance:

- a) It is unlawful for any person to violate any of the provisions adopted in this Ordinance.
- b) Every person convicted of a violation of any provision adopted in this Ordinance shall be punished in accordance with penalty provisions as adopted from time to time by Resolution of the Board of Trustees of the Town of Ignacio.

Section 4. *Application.* This Ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of the Town of Ignacio, the use of which this municipality has jurisdiction and authority to regulate. The provisions of sections 1401, 1402 and 1413 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving, and eluding a police officer, shall apply not only to public places and ways but also throughout the Town of Ignacio.

Section 5. *Validity.* If any part or parts of this Ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Ignacio Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 6. *Repeal.* Existing or parts of Ordinances covering the same matters as embraced in this Ordinance is hereby repealed and all Ordinances or part of Ordinances inconsistent with the provision of this Ordinance are hereby repealed; except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 7. *Interpretation.* This Ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of this Ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 8. *Certification.* The Town Clerk shall certify to the passage of this Ordinance and make not less than three (3) copies of the adopted Code available for inspection by the public during regular business hours.

PASSED, APPROVED, ADOPTED AND ORDERED PUBLISHED after a public hearing this 10th day of June 2024.

TOWN OF IGNACIO, COLORADO

Clark Craig, Mayor

ATTEST:

Tuggy Dunton, Town Clerk



May 9, 2024
Tuggy Dunton
Town Of Ignacio Town Clerk/Finance
540 Goddard Ave
Ignacio, CO 81137

Tuggy:
Effective June 9, 2024, Republic Services, Inc. intends to exercise the annual price increase referenced in the 2021 Contract Extension (Section 4 Line (b)) For Residential Solid Waste Collection Services between the company and the Town of Ignacio.

Republic Services will increase the monthly price by 5.48% CPI- Water Sewer Trash 12-month average as of March 2024, for trash collection services using the outlined requirements in the contract. New pricing will be \$10.35 per household Primary Carts And \$4.38 for secondary carts. This new pricing will take effect June 9th, 2024.

Republic Services appreciates and values the partnership we have built with the Town of Ignacio and will strive to remain the superior solid waste collection partner that your citizens have come to expect and deserve. As always, feel free to contact me with any questions, comments or suggestions.
Thank you for your time.

Yours very truly,

Josh (JC) Velasquez
NM/CO Operations Manager
201 Idaho
Bloomfield, NM 87413
505-419-3842
jvelasquez@gflenv.com

Republic Services 2024 Price Increase

Carts	Current Charge to the Town	Current Base Charge	Current Price to Residents	New Charge to the Town	New Base Charge	New Price to Residents
1	9.82	2.28	12.10	10.35	2.40	12.75
2	4.16	4.56	18.54	4.38	4.80	19.53
3	8.32	6.84	24.98	8.76	7.20	26.31



SUPPLY AGREEMENT PURCHASE ORDER

This Supply Agreement Purchase Order ("Purchase Order") provides the general terms and conditions under which **Fading West Building Systems, LLC** ("Fading West") a Colorado limited liability company, will supply modular units ("Modular Units") for **Town of Ignacio** ("Purchaser"). Fading West and Purchaser are each a "Party" and are collectively the "Parties." Fading West and Purchaser hereby incorporate the attached Terms and Conditions, which shall apply to the Purchase Order. Together, the Purchase Order, the Terms and Conditions, and all attached Exhibits shall constitute Purchaser's Supply Agreement.

Purchaser hereby agrees to purchase and make payments for Modular Units as described in **Exhibit A** on the following terms. Purchaser acknowledges and agrees that all payments must be received in full, including all deposits, tax and change orders, surcharges as set forth above, prior to Fading West providing a Ready to Ship date.

PROJECTED MANUFACTURING SCHEDULE

Estimated Production Commencement: 3rd Quarter, 2024

Estimated Production Completion: 3rd Quarter, 2024

The Production Commencement and Completion date is dependent upon material, labor and manufacturing capacity, and is subject to change.

This agreement is contingent upon the Town of Ignacio Town Council Board approval on June 10, 2024.

The parties by their duly authorized representatives have caused this Supply Agreement Purchase Order to be executed as of the later date set forth below.

Fading West Building Systems, LLC

By: Donnie Schell

Name: Donnie Schell

Title: CFO

Date: 5/30/24

Purchaser:

By: Mark B. Garcia
Mark B. Garcia (May 31, 2024 14:47 MDT)

Name: Mark Garcia

Title: Manager

Date: 5/30/24

TERMS AND CONDITIONS

These Terms and Conditions (“Terms and Conditions”) are incorporated into and for all purposes made a part of the Supply Agreement Purchase Order (“Purchase Order”). Together, the Purchase Order, these Terms and Conditions, and all attached Exhibits constitute the Purchaser’s Supply Agreement. In consideration of the terms and mutual promises contained herein, the Parties agree as follows:

1. DEFINITIONS.

1.1. “Notice to Proceed.” The signed Purchase Order shall constitute Purchaser’s Notice to Proceed with Purchaser’s Order of Modular Units and Purchaser’s agreement to these Terms and Conditions. Purchaser acknowledges and agrees that execution of this Agreement initiates a manufacturing process for Purchaser’s order that is carefully sequenced with other orders and therefore subsequent schedule adjustments may not be possible. Any adjustments to the manufacturing schedule shall be at the sole and exclusive determination of Fading West.

1.2. “Supplier Designation.” Purchaser designates Fading West as the supplier of the “Modular Units” for Purchaser’s project.

1.3. “Completion Date” The date on which the modular label is issued by the Third-Party Inspector to each Modular Unit

1.4. “Ready to Ship.” The date all Purchaser’s payment obligations have been fulfilled and the modular unit is ready for transportation.

1.5. “Documentation.” The documentation and materials furnished by Fading West or its vendors related to Fading West’s Modular Units, including but not limited to specifications and finish selections in use at the time of this Supply Agreement.

1.6. “Schedule.” The projected manufacturing schedule as set forth in the Purchase Order.

1.7. “Modular Unit.” A Modular Unit is a single unit of Fading West’s production that may be combined with other Modular Units to construct a home.

2. FADING WEST’S OBLIGATIONS.

2.1 Modular Supplier. Fading West shall provide Modular Units consistent with the approved plans (the “Approved Plans”) and Documentation as provided to Purchaser at the time of order.

2.2 Architectural and Engineering Services. Architectural and engineering services are provided by Fading West or third parties as needed pursuant to the Approved Plans. Fading West reserves the right to subcontract or change third-party services at any time.

2.3. Inspectors. An authorized inspector (the “Third-Party Inspector”) shall inspect and certify Fading West’s Modular Units for building code compliance. When the final factory tests have been performed and observed, and any quality assurance/quality control items noted by the Third-Party Inspector have been completed and corrected, the Third-Party Inspector shall issue the modular label to that Modular Unit indicating its certification and building code compliance. Fading

West shall be solely responsible for the costs of the Third-Party Inspector.

3. PURCHASER’S OBLIGATIONS.

3.1 Communication. After executing this agreement, Purchaser agrees to respond within three (3) business days to any material requests for information or clarification from Fading West regarding the manufacturing schedule or any other aspect of Purchaser’s order. Purchaser’s failure to respond within three (3) business days creates manufacturing delays and therefore shall constitute an Event of Default as defined herein.

3.2 Purchaser’s Architectural and Engineering Responsibilities. Purchaser shall be responsible at its expense for any architectural and engineering services not included in Fading West’s Approved Plans. Purchaser acknowledges and agrees that Fading West is not an architect and Purchaser represents and warrants it shall not hold Fading West responsible for any third-party design errors, omissions, or failures.

3.3. Appliances. Refrigerator, oven, range, microwave, and dishwasher (“Appliances”) are not included in the Modular Units supplied by Fading West and are the Purchaser’s responsibility to purchase and install.

3.4 Cosmetic Blemishes. Drywall cracks, nail pops, final door adjustment, and touch up painting are a normal consequence of the construction process. Slight movement or shifting in the structure are also a normal consequence of the transportation and installation process. Final door adjustment will be required after Modular Units are set. Drywall cracks and nail pops will occur in the Modular Units, particularly at high stress points (e.g., at the corners of large windows and door openings), which will require drywall repair and paint touch-up or entire wall repainting. Purchaser is responsible to procure all materials such as primer, paint, or texture to address cosmetic blemishes. Repairs, door adjustments, and touch up painting, described in this paragraph are the responsibility of the Purchaser. These scopes of work are specifically excluded from the Warranty and will not be cause for failure to accept the Modular Units when Ready to Ship. Fading West does not repair stress cracks that occur when Modular Units are placed on a transportation chassis or storage cribs because these areas will most likely crack again during delivery and installation, which in turn increases the difficulty of a repair for Purchaser if previously repaired. Purchaser acknowledges and agrees that repairs of cosmetic blemishes are solely the responsibility of the Purchaser.

3.5 Fire Suppression. It is Purchaser’s obligation to determine if local building codes at the project site require fire suppression/sprinkling. If required, Purchaser shall contract for installation of code-compliant fire suppression through a Fading West-approved fire suppression supplier. Purchaser’s obligations



include, but are not limited to the design, stamped plans, drawings for final approval, and the installation of the fire suppression system both in the Modular Units during manufacturing in Fading West's manufacturing facility and the project site.

Purchaser will select and engage the fire suppression system contractor to install the system with adequate lead time and without causing a delay to the manufacturing schedule. Purchaser is responsible for any delays related to selecting the contractor or resulting from the performance of the work to install the fire suppression system. The Purchaser is responsible at its expense for all suppression and fire alarm system(s) installation and testing. The Purchaser and its contractors hereby shall defend, indemnify and hold Fading West harmless for any Claims, damage and/or expense resulting from any failure or malfunction of such fire suppression and/or fire alarm system(s) during or after completion and construction of the project.

The manufacturing schedule of the Modular Units is critical, and any delays can cause significant expenses. Therefore, it is essential that Fire Suppression work must be performed according to Fading West's manufacturing schedule.

Failure of Purchaser and/or their contractor to perform their work at the time and in the amount of time required by Fading West's manufacturing schedule may result in having to perform all or any unfinished factory fire suppression work at the project site after the Modular Units are completed from the factory at the Purchaser's sole cost and expense.

Fading West shall, subject to the confidentiality and nondisclosure provisions of this Agreement, provide copies of Fading West's design drawings and any other readily available information to enable Purchaser's contractor to complete its design and installation of the fire suppression system. Fading West shall advise the Purchaser and contractor when the system(s) must be installed and shall permit the contractor to install the factory portion of the fire suppression and/or fire alarm system(s) during the required times and dates.

3.6 Transportation Services. Purchaser is responsible for transportation of modular units. In all cases, responsibility for transportation is entirely upon Purchaser or its transportation company once the Modular Unit is loaded onto the shipping trailer. Purchaser has the option of requesting transportation referrals from Fading West. Purchaser acknowledges and agrees that it shall hold harmless Fading West from all liability for any transportation referrals by Fading West. Purchaser shall coordinate transportation of the Modular Units from Fading West's factory or factory storage location to the Purchaser's designated on-site staging or storage location. Once Purchaser has finalized a transportation plan, it is the Purchaser's obligation to share that plan with Fading West

3.7 On-Site Construction. Purchaser acknowledges and agrees that substantial on-site construction work is required to complete the Purchaser's project, both before and after the Modular Units have been delivered (see Exhibit F – Purchaser's Scope of Work). Fading West Building Systems has no obligation or responsibility for the performance of on-site construction services of any kind, including no responsibility for appliance installation, except those specific site services identified in the Approved Plans and

only when those specific site services are enumerated in the Supply Agreement. Purchaser shall be responsible, at Purchaser's sole cost and expense, for the costs of on-site repairs or modifications required by Purchaser, or local building officials, which are not identified in, or are contrary to, the Approved Plans.

Purchaser acknowledges that project permitting, site permitting, code compliance, site work, and any process exclusive of supplying the modular units, are outside the control of Fading West. The process or the delays inherent in the process of permitting by the Purchaser are not a basis for delay in payment or non-payment under the Supply Agreement, nor are they cause for Purchaser to delay Fading West's production schedule.

4. PRODUCT FINISHES AND DESIGNS.

4.1. Current Product Finishes and Designs. Fading West's product finishes and interior designs at the time of this Supply Agreement are attached as Exhibit G and are acceptable to Purchaser.

4.2. Changes to Product Finishes and Designs. Given the constantly increasing cost of labor, cost of materials and supply chain shortages, Fading West will continue to improve and value engineer its modular designs. Fading West will regularly evaluate design details, floor plans, standards, finishes and materials to offset these cost factors. Changes to modular designs which do not affect the overall characteristics of the unit (e.g., total square foot, number of bedrooms, number of bathrooms, and exterior dimensions) may be implemented.

5. KEY PROCESSES. – CHANGE ORDERS, WARRANTY, INSPECTIONS.

5.1. Change Orders. Purchaser agrees that any changes, amendments and/or alterations to the Purchase Order (hereinafter "Change Orders") must be agreed to and approved in writing by both Parties. Either Party may reasonably request a Change Order which will be documented using Fading West's "Change Order Form" attached hereto as Exhibit C, or via a Purchase Order amendment. Fading West shall supply Purchaser with estimated costs for each Change Order request for review and written approval by Purchaser. If Purchaser does not provide written approval of the Change Order request within five (5) business days, at its election, Fading West may abandon the Change Order request and continue manufacturing of the Modular Units without incorporating Purchaser's requested changes, or may accept Purchaser's silence as consent to the Change Order request and implement the Change Order at Purchaser's cost. Purchaser agrees it shall be responsible for any increase between Fading West's estimated cost of the Change Order(s) and the actual cost of the Change Order(s) at the time the Change Order is executed. Fading West has the sole and exclusive right to refuse the Change Order request if doing so would disrupt Fading West's manufacturing schedule or otherwise negatively impact Fading West or its other Customers. All approved Change Orders shall become a payment obligation of Purchaser. Change Orders are not permitted for any reason after payment of the Material Purchase Deposit. The maximum markup percentage fee allowable by Fading West shall not exceed fifteen percent (15%) of the net of the approved change order.



5.2. Warranty. Fading West shall provide a One (1) Year Limited Factory Warranty on Purchaser's Modular Units. The terms of conditions of Fading West's Warranty are set forth on Exhibit I attached hereto and made a part hereof. Fading West's Warranty shall commence on the Completion Date and shall expire one (1) year after the Completion Date. In addition, at Purchaser's request, Fading West shall arrange for a 2-10 Structural Warranty to provide to the homeowner at Fading West's cost. Fading West does not permit modifications or alterations to its Modular Units after execution of this Supply Agreement. Any modifications or alterations to the Modular Units made by Purchaser after delivery shall void Purchaser's One Year Limited Factory Warranty and/or Purchaser's 2-10 Structural Warranty.

5.3. On-Site Construction Back Charges to Fading West For any perceived error in construction from the factory, Purchaser will provide Fading West with a detailed description, supporting documentation and photographs, and a reasonable cost associated with the field work required to correct each deficiency. All proposed field work must be reviewed and pre-approved by Fading West prior to commencing work. Fading West will have sole discretion to determine if the deficiency was caused by factory error. Fading West will determine if internal or external resources will be utilized to correct any pre-approved field work. If Purchaser proceeds with any field work that is not pre-approved by Fading West, all costs associated with that work will be considered non-reimbursable by Fading West.

6. PAYMENT TERMS.

6.1. Deposit. The Purchaser shall make cash deposits to Fading West in the amounts and at the times specified in the Purchase Order.

6.2. Engineering Deposit. The ten percent (10%) Engineering Deposit which Purchaser agrees is non-refundable, shall be paid and delivered upon execution of this Supply Agreement.

6.3. Surcharges and Fees. Given the extraordinary increases in construction related costs over the last several years, Fading West may charge a variable cost surcharge for different cost categories. Fading West will provide a schedule similar in form to Exhibit D, in the event there are additional unpaid costs relating to material and labor surcharges, code changes, late fees, storage fees, and applicable taxes. Purchaser acknowledges the final payment including any surcharge is required to be paid in full prior to Modular Unit pick up. Purchaser further acknowledges and agrees that the Purchase Order is intended by the Parties to be updated during the manufacturing process until final calculation prior to the Ready to Ship date.

6.3.1. Materials Cost Surcharge. A materials cost surcharge reflects material cost increases between the time of this contract and the time of materials purchase. Fading West may add a material surcharge if material costs increase by any amount after the Effective Date of this Supply Agreement and prior to Purchaser making the Material Purchase Deposit ("Materials Measurement Period"). Purchaser agrees this Materials Cost Surcharge shall apply to any material used in manufacturing of

the unit. Calculation of the Materials Cost Surcharge shall be determined by either (1) the percentage increase in the Producer Price Index by Commodity: Special Indexes: Construction Materials from the month prior to contract signature to the month prior to material procurement. (<https://fred.stlouisfed.org/series/WPUSI012011>), multiplied by fifty-two percent (52%) of the Purchase Order and/or (2) by the increase in cost of a specific material or item. For allocation purposes, material costs represent fifty-two percent (52%) of the Purchase Order price, pursuant to Colorado Revised Statute, Title 39, §39-26-721.

6.3.2. Labor Cost Surcharge. A labor cost surcharge reflects labor cost increases between the time of this contract and the time the Modular Units enter production ("Labor Measurement Period"). Calculation of the Labor Cost Surcharge shall be determined by the percentage increase in the US Bureau of Labor Statics, Mountain Plains, West, Mountain Employment Cost Index (https://data.bls.gov/timeseries/CIU2020000000248I?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true) from the previous quarter from the signed contract interpolated to the quarter the Modular Units are being produced, multiplied by forty-eight percent (48%) of the Purchase Order. For allocation purposes, labor costs represent forty-eight percent (48%) of the Modular Unit Price, pursuant to Colorado Revised Statute, Title 39, §39-26-721.

6.3.3. Storage Fees. Due to a State of Colorado requirement for on-going inspections of completed Modular Units, storage of completed Modular Units results in significant ongoing cost. Storage fees shall apply to each Modular Unit stored at Fading West's storage location beyond fourteen (14) calendar days from the Completion Date. For each Modular Unit stored after fourteen (14) calendar days, Purchaser shall pay Fading West \$100.00 per day, per individual Modular Unit. Purchaser acknowledges storage fee charges must be paid prior to Modular Unit transport. Calculation of storage fees begins on the Completion Date plus fourteen (14) days, until Purchaser (or Purchaser's transportation company) takes possession of the Modular Unit.

6.3.4. Building Code & Design Change Fees. Purchaser acknowledges and agrees that Fading West has no control over site conditions, changing building codes, and/or local authority having jurisdiction (AHJ) requirements not made known during an initial code study. Consequently, additional costs may apply via change order (Exhibit C) and production delays may occur at no fault to Fading West. Purchaser shall be responsible for any and all additional costs.

6.3.5. Snow and Wind Loads. All Fading West modular units are designed for Climate Zone 6 and Seismic Zone C with wind speed calculated at 120mph and snow dead load at 40 psf. However, each location may have different requirements. Consequently, additional costs associated with changing and/or upgrading designs shall be applied to the final payment if modifications are required. Purchaser shall be responsible for any and all additional costs

6.3.6. Late Fees. In the event Purchaser does not pay any amount due to Fading West on or before the due dates as set



forth in the Purchase Order, or as set forth elsewhere in this Agreement, Fading West shall add a three percent (3%) fee to the amount past due and may, at its sole and exclusive discretion, halt production of Purchaser's Modular Units. Modular Units may be rescheduled to a later production date and Fading West shall not be responsible for any delays or costs caused thereby, including storage fees referenced above.

6.4. Method of Payment. Purchaser shall pay Fading West in U.S. dollars by certified check, wire, or ACH transfer for amounts due under this Supply Agreement. Payment by Purchaser is due on or before the dates identified in this Agreement.

6.5. Taxes. When applicable, Purchaser shall be responsible for all state, county, and local sales tax, use tax, and any other taxes and fees applicable to the purchase, transport, and/or installation of the Modular Units. Fading West is obligated to collect all applicable taxes from the Purchaser on a modular unit's Completion Date and Fading West will remit taxes to the appropriate taxing authorities without up-charge or increase. Purchaser acknowledges and agrees that it is Purchaser's responsibility to demonstrate tax exemption (e.g., an IRS determination of tax exemption), or an amount of taxation that is different than the amount Fading West understands it is obligated by state, county and local law to collect (e.g., destination tax or partial tax exemption). If any of the tax rates applicable to this Agreement change at any time after the execution of the Agreement, and such changes are required by the taxing authorities to be applicable to the taxable amounts of the Supply Agreement deposit schedule, Purchaser acknowledges and agrees it shall make such required tax payments and hold Fading West harmless from the same. Purchaser releases Fading West from all costs incurred by Purchaser to challenge any good faith determination by Fading West of Purchaser's tax liability. Pursuant to *Colorado Revised Statute Title 39 – Taxation, Specific Taxes, Article 26 - Sales and Use Tax, Part 7 - Sales and Use Tax Exemptions, § 39-26-721, Manufactured Homes*, the sales tax rate is comprised of 2.9% State of Colorado, 2.75% Chaffee County, and 2.5% City of Buena Vista. Forty-eight (48%) percent of the purchase price of factory-built housing, as such housing is defined in section 24-32-3302 (10), C.R.S., shall be exempt from taxation under this statute.

7. TERMINATION. Upon execution of this Supply Agreement, and considering the substantial investment of labor and material expense by Fading West immediately upon execution, neither Party shall have a right of termination for convenience or cause, except as set forth in Events of Default.

8. EVENTS OF DEFAULT. In the event either Party breaches any of the terms or conditions of this Agreement ("Event of Default"), and if Defaulting Party fails to correct or cure the condition within seven (7) business days after receipt of the written notice of Default, then the non-defaulting Party shall have the following rights.

8.1 Default by Purchaser. If any monetary Event of Default by Purchaser has not been cured as set forth above, interest on the delinquent payment(s) shall accrue at a rate of three percent (3%) per month from the date of Purchaser's receipt

of the notice of default, in addition to late payment penalties as set forth above. Such default interest shall be added to all sums due to Fading West by Purchaser under the Supply Agreement.

If a monetary Event of Default continues beyond thirty (30) days, Fading West may retain any deposits, and sell any Modular Units to a third-party for a commercially reasonable sales price acceptable to Fading West. Fading West shall apply the proceeds of such sale to the unpaid balance due to Fading West for such Modular Units. Purchaser shall remain liable for all payments and/or any balance due for all Modular Units that have been ordered and produced and any other costs and expenses incurred by Fading West for the Project.

8.2 Default by Fading West. In the event of a default by Fading West in providing the Modular Units, which is not cured as set forth above, Fading West will reimburse Purchaser all deposits, less expenses reasonably established by Fading West, and Purchaser shall receive a one-time, single-use, site-specific, non-transferable license to the plans and designs comprising Purchaser's Modular Unit Purchase Order for use in completing Purchaser's project at Purchaser's site. This shall be Purchaser's sole and exclusive remedy and Purchaser expressly waives any other remedies, whether in contract, by statute, by common law, or in equity.

9. DOCUMENTATION.

9.1. Licenses and Permits. Purchaser and its contractors and/or subcontractors shall maintain all licenses, building permits, and/or other documentation and certifications required by law for purposes of development and construction of the project. Fading West and its subcontractors shall maintain all licenses, permits and/or other documentation and certifications required by law to build Modular Units pursuant to the Approved Plans.

9.2. Bill of Sale. Purchaser shall receive Fading West's Bill of Sale, attached hereto as Exhibit E, transferring title to the Purchaser at the Completion Date and all Purchaser's payment obligations have been met. Fading West guarantees to Purchaser that upon completion of Modular Unit and Purchaser's payment in full to Fading West, such Modular Units will be free and clear from all liens, claims and encumbrances; and Purchaser shall have good and marketable title to and the exclusive right to possess and use the Modular Units. Upon Purchaser's request and payment of all amounts due under the Supply Agreement, Fading West shall provide unconditional lien releases and/or waivers in a form acceptable to Purchaser. Fading West reserves the right to file and maintain mechanics' liens on the Modular Units until all payments for such Modular Units are satisfied.

10. PURCHASER'S REPRESENTATIONS. Purchaser represents and warrants to Fading West that Purchaser and/or Purchaser's lender/grantor do not require the Modular Units comply with the Made In America Act of 2021, as amended, or the Davis-Bacon Act, as amended, or any applicable prevailing wages act.

11. PURCHASER'S INSURANCE. From and after the Completion Date, Purchaser expressly assumes all responsibility



and liability for the Modular Units, including while stored at Fading West's storage facility, and additionally agrees to indemnify, defend and hold Fading West harmless from and against all Claims, damages and other liability during storage, transportation, and setting/stitching of the Modular Units to their foundations, and thereafter. In advance of transporting the Modular Units from Fading West, at Fading West's request Purchaser shall provide Fading West with proof of auto liability coverage, cargo coverage, worker's compensation insurance and general liability insurance in amounts sufficient to satisfy Fading West, taking into account the value of Purchaser's modular unit order. Purchaser agrees it shall maintain such coverages through the duration of Purchaser's project. Such coverages shall be primary and non-contributory and shall waive all rights of subrogation against Fading West. Fading West shall be named as an additional insured on Purchaser's insurance coverages for setting and stitching the modular units at the project site.

12. CONFIDENTIALITY. The Parties acknowledge that certain information and materials, including drawings, designs, costs, schedules, the Approved Plans, product specifications, and construction means and methods represent confidential and proprietary property of Fading West. The Parties agree to use all information and documents received from the other Party only with its employees, owners, affiliates, subcontractors, providers of professional services, and building officials for the building permit application process. The Parties further agree to take all necessary steps to ensure that the materials or any copies thereof are not made available to any person or to any employee of any competitor of the other Party and shall not be used for the production or design of other projects without the express written authorization of the other Party. Notwithstanding the above, this Section does not apply to information required to be produced pursuant to legal process, including but not limited to the Colorado Open Records Act, (CORA) CRS §24-72-200.1, *et seq.*, or that is readily available from other available sources and/or is deemed to be in the public domain.

13. PROMOTIONAL PERMISSIONS. Upon Purchaser's prior approval, which shall not be unreasonably withheld: (1) Fading West retains the right to display a promotional banner including the Fading West logo and company contact information in a highly visible location at the project site throughout the duration of construction; and, (2) Fading West and its affiliates, successors and assignees retain the right to access the project site to document all stages of the construction process using photography, videography, and sound recordings for the purposes of producing promotional materials. All rights to the content captured and materials made in connection with this documentation shall be the property of Fading West including, without limitation, the perpetual right and license to use and re-use said content for promotional purposes. Fading West and Purchaser shall collaborate in good faith to provide attribution and reasonable editorial rights to Purchaser.

14. FORCE MAJEURE. Fading West shall not be liable to Purchaser for any failure to timely complete Modular Units where such failure has been occasioned by earthquake, fire, flood, landslide, pandemic, lightning, or other severely disruptive natural occurrences; embargo; strike; civil unrest; failure to

secure materials or labor not due to Fading West's acts or omissions; or any other circumstances beyond Fading West's reasonable control.

15. INDEMNIFICATION. Except as expressly set forth herein, and to the fullest extent permitted by law, with respect to any and all claims, causes of action, damages, losses and expenses, including reasonable attorneys' fees and costs (collectively "Claims") arising from or out of the performance of this Agreement, each Party shall defend, indemnify and hold harmless the non-breaching and/or non-negligent Party and its officers, directors, members, managers, agents, employees, and successors of each Party.

16. CLAIMS FOR CONSEQUENTIAL DAMAGES. Purchaser and Fading West irrevocably and forever waive claims against each other for consequential and punitive damages arising out of or relating to this Agreement and/or supply of Modular Units.

17. DISPUTE RESOLUTION, MEDIATION AND BINDING ARBITRATION. Prior to initiating any demand for mediation or arbitration, the Parties mutually agree to make a good faith effort to resolve any disputes or disagreements through direct discussion and negotiation by principals in each Party with authority to settle the dispute. In the event the Parties cannot reach agreement, either Party may request Mediation by giving written notice to the other Party, and the Mediation shall be scheduled within thirty (30) days of such written request. The Parties agree to attempt to resolve all disputes, claims or controversies arising out of or relating to this agreement through non-binding mediation. Claims not resolved by Mediation shall be resolved by submission to final and binding Arbitration before a single arbitrator who shall be chosen in accordance with the then prevailing commercial arbitration rules of American Arbitration Association's Commercial Construction Rules. The Parties shall mutually agree on an arbitrator who has experience in the offsite construction field, and the arbitration shall be conducted in Buena Vista, Colorado, or such other location as mutually agreed by the Parties.

18. Governing Law. This agreement and the rights and obligations of the Parties hereto shall be governed by and construed and enforced in accordance with the substantive laws (without regard to conflicts of laws) of the State of Colorado.

19. Third-Party Beneficiaries. It is the explicit intention of the Parties that no person or entity other than the Parties are, or shall be, entitled to bring any action to enforce any provision of this Agreement against either of the Parties, and that the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by the Parties hereto or their respective successors and assigns as permitted hereunder.

20. Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. Neither this Agreement nor any of the rights and obligations of either of the Parties hereunder may be assigned or otherwise transferred by either Party without the prior written consent of the other Party, except that Fading West may make an assignment of this Agreement for the purposes of



**FADING
WEST**

Building Systems

all manufacturing obligations to Fading West Homes, LLC, or any other wholly owned subsidiary of Fading West Development, LLC. Except as otherwise expressly provided in this paragraph, neither Party may delegate performance of any of its rights and obligations hereunder without the prior written consent of the other Party. Fading West acknowledges this Project is being performed on behalf of the owners, equity partners and lenders engaged in the development of the project, and each and every one of them can and may become successors to the Purchaser and shall have all the rights and obligations of the Purchaser contained herein.

21. Amendment of Agreement. This agreement shall not be amended, modified, or supplemented except as agreed in writing by the Parties.

22. Notices. Any notice or communication ("Notice") hereunder or in any agreement entered in connection with the transactions contemplated hereby must be in writing and be delivered via overnight delivery service, by delivering the same in person, or by electronic mail. Such Notice shall be deemed received on the date on which it is delivered as documented by the signed delivery receipt, or the date the email is received. Either Party may change its address for Notice by giving written Notice to the other Party in conformity with this Section. The Parties agree that electronic mail ("email") will be accepted for purposes of Notices, invoices, and communication regarding inspection schedules, if the emailing Party establishes that the email was sent to a valid email address of the receiving Party.

For purposes of Notice, the contact information of the Parties shall be:

If to Fading West:

Fading West Building Systems, LLC
Attention: Donnie Schell
PO Box 1878
Buena Vista, CO 81211
E-Mail: dschell@fadingwest.com

Purchaser Billing Address:

Mark Garcia
mgarcia@townofignacio.com
PO Box 459
Ignacio, CO 81137

Purchaser Site Address:

100 Quiches Hill Ave.
Ignacio, CO 81137

23. Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

24. Counterparts. This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this

Agreement by electronic means shall be equally effective as delivery of a manually executed counterpart hereof. The Parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means. Any electronic, digital, or other facsimile signature shall be treated as an original.

The parties by their authorized representatives have caused this Supply Agreement Terms and Conditions to be executed as of the later date set forth below.

Fading West Building Systems, LLC

By: Donnie Schell

Name: Donnie Schell

Title: CFO

Date: 5/30/24

Purchaser:

By: Mark B. Garcia
Mark B. Garcia (May 31, 2024 14:47 MDT)

Name: Mark Garcia

Title: Manager

Date: 5/30/24

EXHIBIT A
MODULAR UNIT ORDER

Unit Type #1		
Unit Type:	Box Width:	Price per Unit
Shavano - 3/2	16' Wide	\$196,992
Option	Inclusion	Option Price
Passive Radon Mitigation	Include	\$800
Attached garage prep	Include	\$500
Energy Recovery Vent (ERV)	Include	\$1,795
Mini-Split	Include	\$15,000
Exterior Siding Credit	Include	(\$2,500)
Total Options Price:		\$15,595
Unit Cost:		\$212,587
Number of Units:		2
Total Unit Cost:		\$425,174

Unit Type #2		
Unit Type:	Box Width:	Price per Unit
Shavano - 3/2	18' Wide	\$221,616
Option	Inclusion	Option Price
Passive Radon Mitigation	Include	\$800
Attached garage prep	Include	\$500
Energy Recovery Vent (ERV)	Include	\$1,795
Mini-Split	Include	\$15,000
Exterior Siding Credit	Include	(\$2,500)
Total Options Price:		\$15,595
Unit Cost:		\$237,211
Number of Units:		3
Total Unit Cost:		\$711,633

Unit Type #3		
Unit Type:	Box Width:	Price per Unit
Antero - 2/1.5	16' Wide	\$165,888
Option	Inclusion	Option Price
Passive Radon Mitigation	Include	\$800
Attached garage prep	Include	\$500
Energy Recovery Vent (ERV)	Include	\$1,795
Mini-Split	Include	\$12,500
Exterior Siding Credit	Include	(\$1,500)
Total Options Price:		\$14,095

Unit Cost:	\$179,983
Number of Units:	2
Total Unit Cost:	\$359,966

Unit Type #4			
Unit Type:	Box Width:	Price per Unit	
Antero - 2/1.5	18' Wide	\$186,624	
Option	Inclusion	Option Price	
Passive Radon Mitigation	Include	\$800	
Attached garage prep	Include	\$500	
Energy Recovery Vent (ERV)	Include	\$1,795	
Mini-Split	Include	\$12,500	
Exterior Siding Credit	Include	(\$1,500)	
Total Options Price:		\$14,095	
Unit Cost:		\$200,719	
Number of Units:		3	
Total Unit Cost:		\$602,157	

Total Order Cost:	\$ 2,098,930
--------------------------	---------------------

Payment Schedule			
Payment	Payment Terms	Payment Due	Payment Amount
Engineering Fee	10%	06/14/2024	\$ 209,893.00
Pre-Production Fee	45%	6/28/2024	\$ 944,518.50
Material Purchase Fee	40%	6/28/2024	\$ 839,572.00
Post-Production Fee	5%	At Completion	\$ 104,946.50
Estimated Sales Tax		Tax Exempt	\$ -
Change Orders, Surcharge, Fees			TBD
Total Order Cost			\$ 2,098,930.00

Sales tax will be charged in accordance with the sales tax rates in effect at the time of delivery for the destination address unless a sales tax exemption is provided at the time of signing the supply agreement.

Surety Bond payable by Purchaser at 2% of the contract price.

EXHIBIT B
FLOOR PLANS



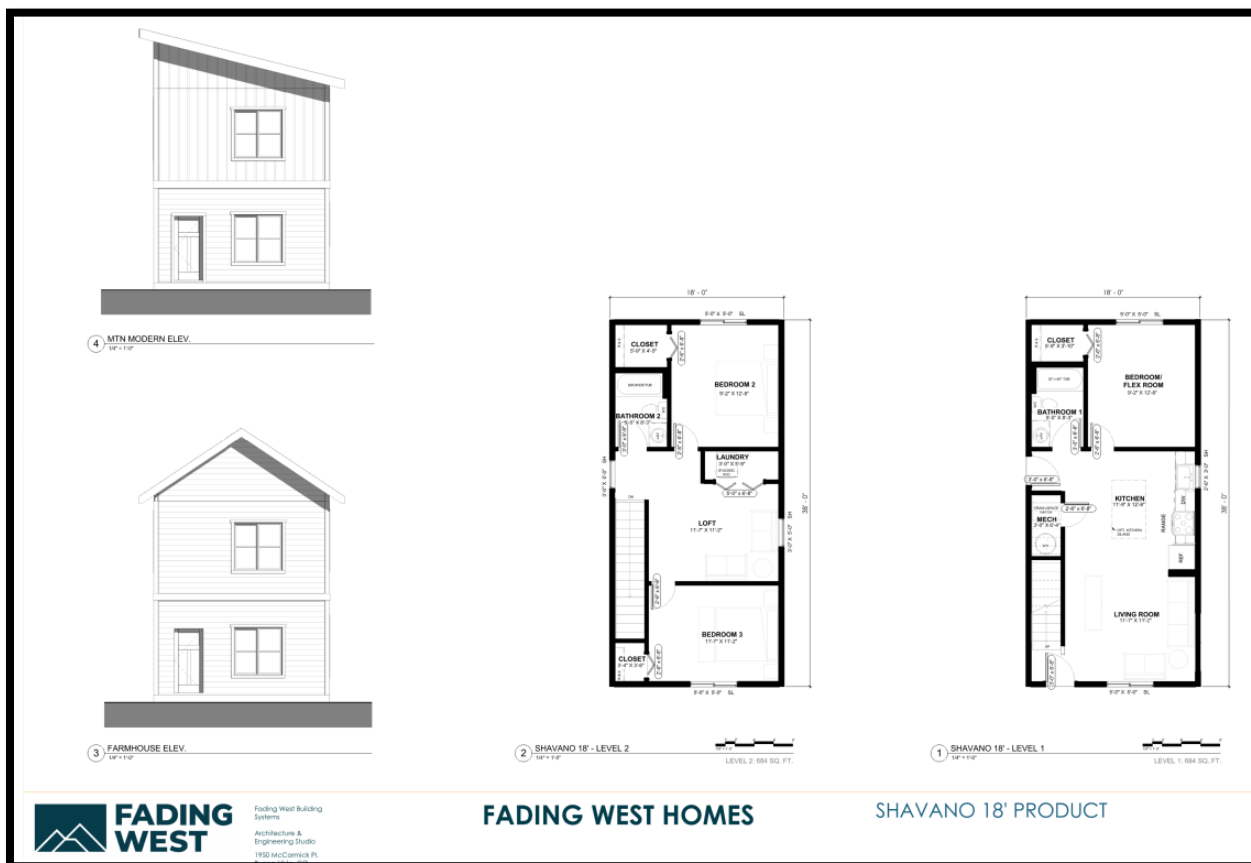




EXHIBIT C

CHANGE ORDER FORM

This Change Order Form ("Change Order") is incorporated into and for all purposes made a part of the Supply Agreement Purchase Order ("Purchase Order"). Together, this Change Order, the Purchase Order, the Terms and Conditions, and all attached Exhibits constitute the Purchaser's Supply Agreement. In the event of a conflict between the terms of conditions of the Purchase Order and this Change Order, the terms and conditions of this Change Order shall control. In consideration of the terms and mutual promises contained herein, the Parties agree as follows:

Purchaser and Fading West mutually agree that Purchaser's Modular Unit Order shall be revised as follows:

[DESCRIPTION AND COST OF PRODUCT/SPEC SCOPE CHANGE]

Purchaser and Fading West mutually agree that Purchaser's Deposit Schedule shall be revised as follows:

REVISED DEPOSIT SCHEDULE

Due Date	Deposit Type	Payment Terms	Payment Amount
TBD	Engineering Deposit	10% of Modular Order	TBD
TBD	Pre-Production Deposit	45% of Modular Order;	TBD
TBD	Material Purchase Deposit	40% of Modular Order;	TBD
TBD	Post-Production Deposit	5% of Modular Order;	TBD
TBD	State, County, Local Sales Tax	N/A	TBD

Purchaser acknowledges and agrees that payment must be received in full, including all deposits, tax and surcharges as set forth in the Purchase Order, prior to Fading West providing a Ready to Ship date.

The foregoing Change Order terms shall modify the Supply Agreement Purchase Order and for all purposes become material terms of the Supply Agreement Purchase Order. Purchaser and Fading West mutually agree that all other terms and conditions of the Supply Agreement Purchase Order shall have full force and effect.

The parties by their duly authorized representatives have caused this Supply Agreement Change Order to be executed as of the later date set forth below.

Fading West Building Systems, LLC

Purchaser:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D
SURCHARGES AND FEES SCHEDULE

	Amount	Date
Material Surcharge		
Labor Surcharge		
Engineering or Code Changes		
Late Fees		
Storage Fees		
Taxes		
TOTAL		

The foregoing Surcharges and Fees Schedule shall modify the Supply Agreement Purchase Order and for all purposes become material terms of the Supply Agreement Purchase Order. Purchaser and Fading West mutually agree that all other terms and conditions of the Supply Agreement Purchase Order shall have full force and effect.



EXHIBIT E
BILL OF SALE

This Bill of Sale is valid only upon full payment of all amounts owed by Purchaser to Fading West as set forth in the Supply Agreement, to which this Bill of Sale is attached and made a part thereof.

In consideration of the sums set forth in the Supply Agreement Fading West does sell, assign, transfer and convey to Purchaser, the following personal property:

Modular Unit Type	Number of Units

The above personal property is being conveyed by Fading West to Purchaser free and clear of all taxes, liens and encumbrances and subject to the Warranty set forth on Exhibit A attached hereto.

IN WITNESS WHEREOF, Fading West has executed this Bill of Sale on Completion Date ~~Ready to Ship~~ date.

Fading West Building Systems, LLC

By: *Charlie Chupp, Jr.*
Charlie Chupp, CEO

**EXHIBIT F
PURCHASER'S SCOPE OF WORK**

This is representative of the work and materials required by the Purchaser and is not meant to be an exhaustive list.

Local Permitting for Field Work

All construction permits and related documents as required by Authorities Having Jurisdiction (AHJ)

Foundation

- Excavate foundation
- Pour footers and stem walls
- Install sill plates
- Source and install vapor barrier
- Insulate foundation
- Install modular box-to-foundation connections

Exterior

- Make box-to-box connection per fastening schedule
- Install bearing plates and bearing plate insulation during set
- Install weather resistant barrier in left out locations (foundation, L1-L2, gable ends)
- Install rigid foam insulation in left out locations (foundation, L1-L2, gable ends)
- Install siding in left out locations and all battens if applicable
- Install trim board and flashing (skirt board, bellyband, porch trim, frieze board)
- Install all exterior vent terminations (temporarily installed in the factory)
- Source and apply all exterior topcoat painting and staining including exterior doors

Mechanical (Heat Pump Upgrade Only)

- Install heat pump - may include hanging unit or landing on condenser pad. Site considerations will vary.
- Complete box-to-box line set, condensate drain, and electrical connections. Conduit has been provided in the refrigerator wall to connect the power supply cables from the L2 units to the branch box in the crawl space.
- Run line set from outdoor unit to branch box in the crawlspace.
- Run communication and power wire from outdoor unit to branch box.
- Test and charge the system.

Electrical

- Source and install exterior disconnect and any other electrical equipment required by local jurisdiction
- Run main feed to exterior disconnect
- Complete box-to-box electrical connections
- Install exterior light fixtures and electrical box covers
- Complete electrical water heater connection inside hot water heater junction box
- Source and install light and switch in crawlspace and attic
- Install all ceiling fans

Plumbing

- Source and install all required field plumbing including but not limited to Drain, Waste, Vent (DWV), supply lines, hose bibs
- Install main water supply
- Hook up main water supply to house water supply
- Install L1 drain, waste, and vent and connect to main waste / sewer line
- Complete box to box plumbing connections in leave out locations
- Install vent pipe penetrations through roof in attic

Stairs

- Supply and install flooring at staircase
- Supply and install handrail at staircase

Roofing

Fading West will supply a complete truss package and weather resistant barrier and tape (to complete WRB on gable ends) that will be delivered to the project site and is included in the price of the modular units. The installation of trusses and all other required roof work (ig blocking and bracing, insulation, all fasteners, sub fascia, fascia, soffit, sheathing, underlayment, ice and water shield, flashing, shingles, venting, and gutters, etc) is the responsibility of the purchaser.

PRODUCT SPECIFICATIONS BY DWELLING UNIT

Interior

LVT flooring throughout except stairs. Stairs are unfinished.
Main entry exterior door is quarter light
All other exterior doors will be full light
Black hardware throughout
LED can lights
Ceiling fans in bedrooms and in living areas (site installed by GC)
Wire shelving installed per construction documents
Attic and crawlspace access
Bifold closet and laundry doors

Kitchen

Cabinets with soft close drawers and doors
Stainless-steel sink, white solid surface countertops
Factory installed garbage disposal

Mechanical/Electrical

Factory installed electric hot water heater with expansion tank
Data panel installed for router and external data connection
Standard 120/240volt, single phase
Electrical wire run to crawlspace and attic (light and switch sourced and installed by GC)

Bathroom

Factory installed toilet paper holder
Cabinets with soft close drawers and doors
White solid surface countertops
Shower panels – cracked concrete

Heating/Cooling

Electric radiant cove heating (Standard)
High Efficiency Heat Pump (Upgrade Option)

Laundry Room

Washer/Dryer Ready
Bifold doors

Exterior

LP SmartSide primed in either lap or board & batten (one style per box). All battens will be field installed.
2x6 exterior wall framing
Double-pane vinyl windows
Primed exterior full light or quarter light doors

Interior Finishes

Finishes, specifications, options, and availability of materials are subject to change. Comparable substitutions are used when needed. These are representative of the finish selections.

Interior Paint:

The factory applies ProMar 400 which is a construction grade Zero VOC interior latex paint designed to provide a flat white finish that is ideal for concealing drywall infill and paint touchup required during onsite box assembly.

Exterior Doors

Factory installed exterior doors come with a single coat of white primer. Door manufacturer recommends applying final topcoat no longer than 8 weeks from the time doors are exposed to outside conditions i.e. when shrink wrap is removed from the unit.



Standard Factory Exclusions

The following is representative of the products excluded from the factory's standard scope of work but is not meant to be an exhaustive list.

Interior

Shower curtain rods/shower doors, blinds, kitchen appliances, gas heat, kitchen island, furnishings, carpet, mirrors, handrail at staircase, staircase flooring.

Exterior

Foundation, foundation connections, awnings, porches, second story balconies, stoops, landings, roof system, gable end vents, garages, sheds, fire protection systems, parapet walls,

Field Installed Materials

MATERIAL SUPPLIED BY FADING WEST		
CATEGORY	DESCRIPTION	PURPOSE/LOCATON
FOUNDATION	FOUNDATION ANCHORS	POST INSTALLED - FOUNDATION-TO-BOX CONNECTION
INTERIOR	TOP STAIR ASSEMBLY	LEFT OUT FOR ELECTRICAL CONNECTION
INTERIOR	BASE MOLDING; 16' STICK, 1/2" X 5-7/16" PMDF	TOP OF STAIRWAY
INTERIOR	CABINET TOUCH UP PAINT KIT	
INTERIOR	CEILING FANS	
INTERIOR	LVT - TAN	FLOORING
INTERIOR	LVT - TRANSITION STRIP - T MOLDING; TAN	FLOORING
INTERIOR	LVT - STAIR NOSING; TAN	FLOORING
EXTERIOR	RMAX INSULATED SHEATHING INFILL	
EXTERIOR	RMAX TAPE 90' ROLLS	
EXTERIOR	MASTER KEY & HOMEOWNER KEYS	
EXTERIOR	EXTERIOR GFI COVERS	EXTERIOR OUTLET(S)
MATERIAL PURCHASED & INSTALLED BY GENERAL CONTRACTOR		
CATEGORY	DESCRIPTION	PURPOSE/LOCATON
EXTERIOR FOUNDATION	32" SIMPSON STRAPS CS14	EXTERIOR CORNERS (DWG. REF.)
EXTERIOR SIDING	LP SMARTSIDE - LAP SIDING, PRIMED; 3/8" X 8" X 16'	BOTTOM COURSE @ L1
EXTERIOR SIDING	LP SMARTSIDE - LAP SIDING, PRIMED; 3/8" X 8" X 16'	2 COURSES @ BOTTOM OF L2
EXTERIOR SIDING	LP LAP SIDING H-CLIPS	USE W/LAP SIDING
EXTERIOR SIDING	LP SMARTSIDE - B&B SIDING VERTICAL PANEL, PRIMED; 3/8" X 4' X 10'	SIDING
EXTERIOR SIDING	LP SMARTSIDE - B&B SIDING BATTEN STRIP, PRIMED; 3"X16'	SIDING
EXTERIOR TRIM	LP SMARTSIDE - TRIM, PRIMED; 5/4" X 12" X 16'	TRIM - BOTTOM PERIMETER OF L1
EXTERIOR TRIM	LP SMARTSIDE - TRIM, PRIMED; 5/4" X 10" X 16'	TRIM - PERIMETER BETWEEN L1 & L2
EXTERIOR TRIM	LP SMARTSIDE - TRIM, PRIMED; 5/4" X 6" X 16'	TRIM - VERTICAL CORNER TRIM
EXTERIOR TRIM	LP SMARTSIDE - TRIM, PRIMED; 5/4" X 4" X 16'	TRIM - PORCH LOCATIONS @ L1 & PORCH ROOF
EXTERIOR FLASHING	1" X 10' DK DRIP CAP - (Galvanized)	OVER TRIM BOARD @ L1
EXTERIOR FLASHING	1" X 10' DK DRIP CAP - (Galvanized)	ABOVE/BELOW TRIM BOARD @ L2
EXTERIOR FLASHING	Z Flashing - 7/16" X 10'	BOARD & BATTEN AT ROOF
EXTERIOR FLASHING	2" X 10' BRICK LEDGE FLASHING - (Galvanized)	PORCH, DECK & STOOP AREAS
EXTERIOR PLUMBING	EXTERIOR HOSE BIB	
EXTERIOR LUMBER	CRUSH PLATES - 1 1/2"X5 1/2"X16' LVL	EXTERIOR PERIMETER BETWEEN L1 & L2
EXTERIOR LUMBER	CRUSH PLATES - 1 1/2"X11 1/4"X18' LVL @ BOLT-ON	MATE WALL BETWEEN L1 & L2
EXTERIOR LIGHTING	ALL EXTERIOR LIGHTING	
INSULATION	BATTS - FACED	BOX-TO-BOX CONTINUED WALL INSULATION
ROOFING	BLOCKING & BRACING	
ROOFING	PARTIAL INSULATION	
ROOFING	ALL FASTENERS	
ROOFING	SUB FASCIA & FASCIA	
ROOFING	SHEATHING	
ROOFING	UNDERLAYMENT & ICE/WATER SHIELD	
ROOFING	FLASHING	
ROOFING	SHINGLES	
ROOFING	GUTTERS	

EXHIBIT H

QUALITY FINISH STANDARDS

Flooring	Paint
Free of damage	No blemishes larger than a dime
Free of finish materials such as paint and caulking	Consistent coverage with minimal flashing or stripping
Flooring installed per manufacture instructions	No overspray on windows, dryer vent, water supply lines, electrical junction boxes, fire suppression equipment
Trim	Drywall/Texture
Painted including the visible ends	Standard level 4 finish
Joints tight with no gapping	No visible tape joints
Nail holes not visible	Consistent and even coverage
Caulk clean and consistent	No dents, gouges, or cuts larger than 1" square
Reveal at flooring 1/8" - 1/4"	
Tight to the wall	Doors
Windows	Door completely painted
Clean of finish materials	Hardware free of paint
Function correctly	Exterior door glass clean of paint or caulk
Clean of tape and construction debris	Weatherstripping installed
Tub/Showers	Doors and door stops secured for transit
No damage including chips or dents	Electrical
Caulk clean and consistent	Outlets, Switches and Covers are level and free of paint
Countertops	All remotes placed in designated sink
No damage	Panel schedule installed
Clean of construction residues	Siding
Cabinets	Correct style installed
Cabinet doors and face frames clean and free of damage	Caulk clean and consistent
Frequently Asked Questions	
<p>Units are cleaned to a construction clean level including cleaning windows of overspray, wiping all surfaces and clearing any construction debris from finished surfaces.</p> <p>The flooring is scratch resistant not scratch proof, all efforts to observe for damage should be done prior to the shipping. After receipt of the box LVT flooring scratches will not be accepted.</p> <p>All inspections will be performed as you would naturally observe the material in the field. No artificial light or condition created to identify an issue that would not exist as it would in the field.</p> <p>Level two units with access only through a window will have a moderate level of finish required in the field for the point of access.</p> <p>Caulk should be consistent with no holes, a level of separation may occur during transit and setting.</p> <p>Final door adjustment will be required on site once the unit has been permanently set.</p> <p>Flooring install requires a gap between the LVT and wall under the trim to allow for expansion and contraction.</p> <p>Level 4 drywall finish consists of all joints and angles taped and mudded with a skim coat, two additional layers of compound are added. Screws and accessories are covered with three coats of compound, all high spots or ridges are sanded smooth. A light texture finish is applied at this level, primed and finished with a flat paint type to limit photographing or flashing.</p>	



EXHIBIT I

FADING WEST ONE (1) YEAR LIMITED FACTORY WARRANTY

Purpose of this Warranty Document

This One (1) Year Limited Factory Warranty applies to the Modular Units, sold by Fading West Building Systems, LLC and purchased by Purchaser pursuant to the Supply Agreement. This document is meant as a reference for homeowner, IF TRANSFERRED TO HOMEOWNER: This Warranty begins on the Completion Date as defined in Terms and Conditions of the Supply Agreement. The warranty exists for a period of one (1) year from the Completion Date unless otherwise specified in the Supply Agreement. Purchaser represents and warrants that Purchaser is not the homeowner. This Warranty is assignable by Purchaser to Homeowner, but any assignment shall not extend the Warranty period. If Fading West's Warranty to Purchaser is assigned by Purchaser to a homeowner, Purchaser agrees that any Purchaser warranty shall serve as the primary warranty and only in the event Purchaser's warranty does not provide for warrantable repairs shall Fading West's warranty apply. Further, in the event of assignment, Purchaser agrees it shall receive all claims from the homeowner and shall serve as Fading West's agent with homeowner during the warranty period.

Table of Contents

Definitions.....	20
Warranty Coverage.....	20
How to submit a claim.....	22
Purchaser Obligations	23
Fading West's Obligations	23
Legal Disclaimer and Limitations of Liability.....	24
Additional 2-10 warranty coverage available.....	24

Definitions

- Warranty: A written guarantee, issued to the purchaser of a product by its manufacturer, promising to repair or replace covered items within a specified period of time
- Modular Unit: The individual unit of production out of the factory
- Completion Date: The date at which the modular label is issued by the Third-Party Inspector to each Modular Unit
- Manufacturer: Fading West Building Systems
- Purchaser: The party that is contractually bound to the Supply Agreement with the Manufacturer
- Homeowner: The individual(s) owning and occupying a home from the Purchaser
- Supply Agreement: Legally binding document outlining Manufacturers terms and conditions with Purchaser
- Known Deficiency: A deficiency know by the Manufacturer prior to shipment
- Accepted Deficiency: A deficiency the Manufacturer deems warrantable
- Claim: Process of submitting a warranty claim through the FW Portal
- Onsite Completion: Defined by the State as field work needing to be completed outside the Manufacturing process (Alternative Construction) in order to complete the project

Warranty Coverage

1. Coverage:
 1. Coverage includes only claims submitted by the Purchaser. Any claims by the homeowner must be submitted through the Purchaser.

2. The Modular Units are warranted to be free from defects in materials and workmanship, subject to the terms and conditions hereafter.
2. Exclusions:
1. Appliances and certain other equipment installed in the Modular Units are warranted by the original appliance manufacturer and Fading West shall be deemed to have automatically assigned any and all such third-party manufacturer warranties to Purchaser upon acceptance of the Modular Units by Purchaser. The warranty registration procedures for such appliances and equipment are the responsibility of the Purchaser per the appliance manufacturer's warranty registration procedures. Purchaser will contact appliance manufacturer(s) directly for service. Any appliances or equipment covered by a third-party warranty is expressly excluded from the Fading West warranty.
 2. Certain building materials or components include a warranty by the manufacturer. These items shall be deemed to be assigned by Fading West to Purchaser upon Purchaser's acceptance of each Modular Unit. Therefore, any such materials or components are expressly excluded from the Fading West Warranty.
 3. Those items related to cosmetic appearance and finish standards:
 - a. Which are related to drywall cracks, damaged or cracked paint, screw pops, nail pops, paint touch-up marks, brush marks, blemishes that may have occurred during manufacturing, shadow lines (observed in varying lighting conditions) and/or other imperfections of any kind in painted gypsum walls and ceilings for which Purchaser has accepted the Modular Units at Fading West's Manufacturing facility prior to shipment
 - b. That occur during transportation, site storage, crane set and installation, or any time after installation, unless such drywall crack, damaged paint, blemish or other imperfection is caused by Fading West while performing other Warranty work;
 - c. Which are caused by any work or installation performed on-site by Purchaser;
 - d. Which are defects or damage caused by the on-site work of Purchaser or its agents.
 4. Reimbursement to Purchaser for any costs, losses, or expenses of any kind regarding shortages, damages, or repair of any items unless Fading West:
 - a. Receives email notice from Purchaser of a claim;
 - b. Has had the opportunity to investigate and plan corrective action;
 - c. Has issued a written service authorization purchase order specific to the corrective action and specifying an agreed-upon dollar amount of reimbursement; and
 - d. Has performed such investigation and commenced such corrective action within thirty (30) days of receipt of written notice of the claim, or within seven (7) calendar days of receipt of written notice in the event that Purchaser's written notice of the claim states that without the immediate repair as requested, further construction progress will be impeded, occupancy of the Modular Units will be delayed or precluded, and/or Purchaser shall suffer measurable losses as a result. Please refer to the "Levels of Severity" section under How to Submit a Claim to verify expected response times from Fading West.
 5. Problems resulting from Purchaser's failure to comply with the Fading West's design drawings provided with the Modular Units, and appropriate building codes;
 6. Any part, appliance, equipment, component, or structure not included with or installed by Fading West in the Modular Units;
 7. Normal maintenance items (including, but not limited to, light bulbs, faucet, washers, furnace filters, etc.);
 8. Defects or damage caused by or related to:
 - a. Water damage or mold resulting from failure to properly protect and/or ventilate the Modular Units.
 - b. Normal deterioration of the Modular Units, or parts of the Modular Units, caused by wear and exposure;
 - c. Any deterioration, damage, or defects in the Modular Units resulting from failure of Purchaser to maintain and protect the Modular Units

- d. Alterations, additions or modifications to the Modular Units or their original approved design;
 - e. Settling of the Modular Units due to movement for any reason;
- 9. Dampness or condensation due to Purchaser's failure to maintain adequate ventilation in the Modular Units and/or underneath the Modular Units, or Purchaser's failure to provide adequate drainage away from the Modular Units;
 - a. Abuse, misuse, neglect, carelessness, accidents, or Acts of God; and
 - b. Insects, birds, vermin, rodents, or other wild or domestic animals of any nature whatsoever;
 - 10. Bodily injury or damage to personal property;
 - 11. The presence or consequence of unacceptable levels of mold, radon gas, formaldehyde, or other pollutants and contaminants contained in the building materials or the presence of hazardous or toxic on-site materials;
 - 12. Any problems with or defects in the siding product, other than problems or defects caused by Fading West's failure to follow siding installation procedures;
 - 13. Any on-site completion during the course of construction or thereafter performed by Purchaser, or on behalf of Purchaser by any sub-trade contractor, including all work performed on the interior and/or exterior of the Modular Units including, but not limited to, on-site construction of siding, roof systems, porches, dormers, garages, etc. and/or any damage caused by any sub-trade contractors in the performance of said work; and

** Special Note:* Temporary weather protection materials are installed at the factory to help protect the Modular Units during short-term storage only. These materials cannot be relied upon to provide protection of the Modular Units from the elements after delivery to the site or for extended periods of storage. These materials may be damaged during transportation. The Purchaser shall be responsible for ensuring the protection of the Modular Units from water and the elements. Fading West shall not be responsible for any damage or defects caused by weather.

How to submit a claim

Levels of severity:

- 1. **Emergency service** – A condition that without immediate remedy would cause additional damage to the home or property or impacts life safety. (Resolution should be readily available and warranty request sent through the portal after work is complete. Warranty request should be submitted within 48 hours of the corrective action.)
 - a. There is no electricity to the house excluding a known local outage
 - b. No heat and it is less than 45 degrees outside
 - c. Water leak that can only be stopped by turning off water to the whole house
- 2. **Construction or occupancy delay** – A condition that impacts the construction schedule or delays certificate of occupancy and close date. (FW will provide an initial response to the claim within 2 business days. FW is actively engaged with the purchaser.)
- 3. **Standard warranty claim** – A condition that falls under a warranty request that does not meet any of the above two categories' criteria. (FW will provide an initial response within 5-7 business days and claim initiated within 30 days)

Submitting a Claim:

- 1. Emergency requests, including water leakage, electrical related defects or malfunctions, and life safety functions, should be treated as emergencies by Purchaser. Purchaser shall take such actions as are necessary to avoid injury or loss of life to individuals, and secondarily, to avoid damage to property. Purchaser shall demonstrate good faith and best effort to turn off accessible water valves and electrical power to minimize damage while waiting for a service professional. Water, electrical, and safety malfunctions deemed to be caused by a party other than Fading West shall void the limited warranty.

2. After responding to the emergency, Purchaser shall immediately notify Fading West using the claims process set forth in Section 1. Purchaser shall take all necessary steps to preserve evidence so that Fading West may evaluate whether the emergency is the result of a manufacturing defect.
3. Fading West shall use good faith and best efforts to respond to emergency requests as quickly as possible to determine if the claim is covered by the Fading West Warranty. Purchaser agrees that it shall conduct its own assessment of the emergency to determine if Purchaser's warranty to the homeowner applies. Fading West shall provide a written acknowledgement of any emergency claim within three (3) business days. Determination of an emergency's coverage by the Fading West Warranty shall be made within thirty (30) days.
4. In the event an emergency requires immediate remediation prior to a determination of warranty coverage, Fading West authorizes, Purchaser to hire local resources at service rates consistent with commercial service rates local to the project.
5. Contacts (email) and instructions

Time is of the essence in correcting manufacturing defects. Purchaser shall make Fading West aware of any claim for manufacturing defect within seven (7) days, or the defect is waived and shall be the sole responsibility of Purchaser. Purchaser shall submit a warranty claim for a Fading West home by sending an email to warranty@fadingwest.com. Once the email is received, the Purchaser will receive a reply email with a link to a warranty portal. The Purchaser will need to fill out the portal inquiry page completely. After submitting the portal form, the Purchaser will receive a second email requesting photo evidence of the claim and a detailed cost estimate (including a cost breakdown to fix the problem) to be emailed to warranty@fadingwest.com.

Purchaser Obligations

1. Purchaser Claims Process
 - a. If Purchaser chooses not to inspect/accept the Modular Units at the factory, the Modular Units are deemed "accepted" on the Completion date.
 - b. Upon receipt of email by Fading West for a valid claim to Fading West Building Systems and a determination by Fading West in its sole and exclusive discretion that a covered manufacturing defect exists, Fading West will, at its option, repair or replace defects in material or workmanship. In repairing or replacing parts, Fading West reserves the right to use materials of equal or greater value to the materials being repaired or replaced. Actions taken pursuant to Fading West's warranties shall not extend any Warranty period.
2. To assure the performance of proper maintenance and repairs.
3. To follow Fading West's design drawings and local codes; and to protect the building from weather damage.
4. To notify Fading West in email of the need for Warranty or repair service within the Warranty period as defined above. Purchaser must specify the nature of the problem(s) and all attempts made to resolve the problem(s).
5. To contact and seek service or repairs from the manufacturer of any appliance and/or equipment included with or installed by Fading West in the Modular Units for which a separate warranty is provided by the manufacturer of the appliance, building material or equipment.

Fading West's Obligations

Upon receipt of email by Fading West for a valid claim to Fading West Building Systems and a determination by Fading West in its sole and exclusive discretion that a covered manufacturing defect exists, Fading West will, at its option, repair or replace defects in material or workmanship. In repairing or replacing parts, Fading West reserves the right to use materials of equal or greater value to the materials being repaired or replaced. Actions taken pursuant to Fading West's warranties shall not extend any Warranty period.



Legal Disclaimer and Limitations of Liability

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SOLE REMEDY OF PURCHASER FOR A BREACH OF THIS WARRANTY IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PART(S).

PURCHASER ACKNOWLEDGES THAT NO OTHER WARRANTIES OF FADING WEST EXIST, EXCEPT AS SPECIFICALLY SET FORTH ABOVE, AND THAT THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY EXCLUDED.

FADING WEST DOES NOT AUTHORIZE PURCHASER OR ANY OTHER PERSON TO CREATE FOR FADING WEST ANY OTHER OBLIGATION, FINANCIAL OR OTHERWISE, OR ANY OTHER LIABILITY IN CONNECTION WITH THE BUILDINGS.

IF ANY PROVISIONS OF THIS AGREEMENT ARE HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS SHALL NEVERTHELESS CONTINUE TO BE VALID AND ENFORCEABLE.

Additional 2-10 warranty coverage available

If requested, Fading West further provides a 2-10 Structural Warranty to the homeowner which provides ten full years limited structural warranty on Fading West manufactured homes from the frame/sill plate up, as further explained in the warranty documents.

TO: Tuggy

FROM: Wes Crume Police Chief

RE: Staff Report

DATE: 6-4-2024

The Ignacio PD has experienced a Position change, Chief Phillips has retired, and I was fortunate to be appointed in his place.

Since the last Town Board meeting, our School District is out for the Summer season, with some classes still being attended by students and Staff.

IPD has had some DUI's, Shoplifting, Criminal Mischief, Domestic Violence, Theft, Animal complaints, Noise violations, Child Custody issues, and Controlled Substance violations. Plus, we have dealt with some Mentally Ill individuals. IPD Officers will be attending different Training courses this Summer also.



Town of Ignacio

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

970/563-9494 
townofignacio.com 

Public works Department Staff Report

6/3/2024

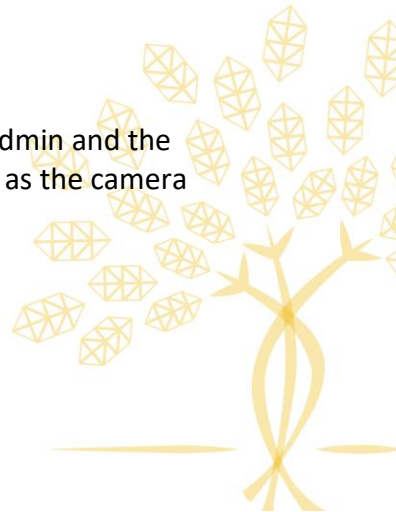
Compliance

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 with Brad Bean on compliance issues with the State of Colorado
PUC Inspection Complete we have some unsatisfactory results on our inspection
Valve maintenance
Completed another PUC audit of the gas systems OG plan

Sewer and Storm Drain System

Monthly line flushing
System maintenance and repair
State compliance training and filing
8-inch sewer back up on the Candelaria Heights main between the High school admin and the top of the hill he town of Bayfield assisted with their Jet rod truck as well as the camera truck





Town of Ignacio

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

970/563-9494 
townofignacio.com 

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

Valve maintenance

The Town is working with Sunrise Engineering on the lead and copper rule inventory for the

Towns potable water system The Town of Ignacio has 265 unknown customer service lines

Sunrise Engineering has issued the Town a questionnaire mailer as well as a QR code survey to be filled out by the home owner

Irrigation System

System maintenance and repair

Monitor irrigation pond levels

Repair 6 inch and 12-inch mains as well as 2inch services

Parks

Spring prep and fertilizer

Roadways and Alleys

Drainage maintenance and repair

Street sweeping

Pot hole repair





Town of Ignacio

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

970/563-9494 📞
townofignacio.com 🌐

General Maintenance

UNCC locates completed filed and reported
Daily and weekly trash collection
Daily Utilities issues and complaint call outs addressed
Tree removal
Daily maintenance
Monthly maintenance
Repair vehicles and equipment
International dump truck out for repair
Back Hoe rear tires repaired

Building code enforcement

Subject:

6/04/2024

**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) 10/05/23 No c 3/27/24 Safeguard Properties (Diana Finlon) is representing This property for remodel and is working with building inspection for contracting vendor application approval. No change 6/04/24
- 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. Status has not changed 6/04/24
- 455 Shoshone Butch Gomez (Owner) Residence remodel. Building Permit Issued on 1/26/23. Contractor Gary Hansen. Remodel work is in process. Sewer was filmed on 10/04/23 awaiting results. Sewer line damaged, needs replacement 1/02/24 Sewer and water line replacement scheduled on the



Town of Ignacio

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

970/563-9494 
townofignacio.com 

first week of February 2/01/24. Water, gas, sewer and electric all new meters installed as well. Remodel is currently in process. Rough in plumbing and electric has been inspected and approved. Ready for Drywall inspection 3/27/24 Remodel is near complete. New flooring installed on 5/03/24 . Needs bathrooms completed. 6/04/24

- 465 Goddard Dancing Spirit. Build plans are final and approved as of 6/01/20/23 Excavation permit issued on 5/24/23. Building permit issued on 6/1/23 Concrete footing inspected on 6/27/23 Stem wall form inspected on 6/28/23. Framing in process 10/05/23. No work performed as of 1/02/24 Construction wall framing is currently in process 2/01/24. Roof deck capped and nail pattern inspected. Complete framing near completion. All sheer walls have been firewall installed and inspected. MEP contractors will start installation material on the first week of April. 3/27/24 Framing complete, rough in plumbing and mechanical passed inspection, rough in electrical passed inspection. Insulation passed fire and commercial inspection. Drywall install has started on 6/04/24
- 515 Burns Ave. Roger Kimsey contractor. Remodel and renovation. Building permit and excavation permit issued on 7/20/23. No progress 2/01/24 Awaiting annexation to continue remodel 3/27/24. No change 5/04/24
- 117 Piedra Ave. Laura Sanchez (owner) Paul Lee Contractor. Porch entrance addition. Excavation and building permit issued on 11/20/23 Project near completion, waiting on electrical install 1/02/24. Waiting on contractor to complete construction 2/01/24 near completion. No progress as of 3/27/24. Near completion 6/04/24
- 518 Tranquilo ct. Southern Ute Growth Fund. Single Family Home. Contractor S&D Do It All. Excavation and Building permit issued on 11/20/23 Foundation was poured and inspected on 12/14/24. Inspected sewer install on 1/29/24 Stem wall was rejected (not per print) cold joint repour is scheduled 2nd week of march. Stem wall cold joint repair completed. Framing is in process. 3/27/24. Drive way scheduled to pour 6/07/24





Town of Ignacio

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

970/563-9494 ☎
townofignacio.com 🌐

- 521 Tranquilo ct. Southern Ute Growth Fund. Single Family Home. Contractor S&D Do It All. Excavation and building permit issued on 11/20/23. Foundation dig was complete and base complete, compacted on 12/13/24 Foundation form inspected on 1/30/24 Concrete pour scheduled on 1/31/24. Stem wall formed and poured . Framing is in process 3/27/24. Driveway scheduled to pour on 6/10/24
- 1001 Williams St. Ignacio Post Office . Remodel damaged wall. Contractor Servpro, Contact Reina Tempelton. Building permit approved on 02/06/24. Revised estimate approval pending 3/27/24. Front window
- 500 Goddard Ave. Appliance store. Business license approved on 04/21/24 Land use application for a Zircon storage submitted. 04/27/24 Roof repair, severe damage. Building permit issued on 4/11/24 to Jason Hughes contractor. Near completion 6/04/07
- 630 & 640 Goddard KP pawn Roof replacements. Structure replacement. Building permit issued on 4/11/24 Build in process. 6/04/24

Cross Connection Control Program





Town of Ignacio

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

970/563-9494 
townofignacio.com 

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.

All assemblies that are not in compliance have been recognized and the owners have been notified. 14 Assemblies of 14 not tested in 2022 have been tested. 6 business remain non-compliant. A date has been established. All business owners that are non-compliant have 30 days (March,31) for compliance. (Ray Sanchez)
Note: Testing compliance ratio has been achieved (90 %). Acceptable per CDPHE Requirements, goal is to achieve 100% compliance. (Ray Sanchez) 5/01/23)

Two customers are out of compliance for cross connection violation and have been notified on several attempts. Registered letters have been issued for non-compliance. Water service will be disconnected until non-compliance is resolved. Water service shutdown is scheduled for 2/29/24

Note:

All information has been submitted to CDPHE on 6/2/23

Currently the compliance ratio is at 93% and CDPHE has closed out the non-compliance violation. 8/03/23

UPDATE: All required business for back flow valve installs are 100 % in compliance and testing is up to date.





Town Clerk / Treasurer Report

June 2024

Honorable Mayor and Trustees,

Following is my report since the last Town Board Meeting; this addresses items for this meeting on June 10 as well as upcoming events.

Clerk:

- The minutes from the May 13, 2024 Board Meeting are on the drive for your review.
- Resolution 09-2024 (Setting the Date of the Special Election) and 10-2024 (Designating Election Official and Election Judges) are action items on the agenda for the Special Election. Due to statutory constraints on when a Special Election can be held, our election could be held on any Tuesday between July 30 and October 1. My recommendation is to hold the Special Election on August 20; this will allow for ample time to gather election judges, print ballots, and all the other administrative things that need to happen, which is “as soon as practicable.” Attached to my report is the announcement that was put on our website, on our Facebook page, and on the Library sign, notifying our community of the Special Election and the dates that Nomination Petitions are available.

Treasurer:

- The Accounting Reports for May 2024 are included in the consent agenda.
- I received the additional information that the Board had requested for the Get Your Girl Power program; I have added this item to the agenda as an action item and all the information that Tammy Tyner sent (the original request, the letter from the Elementary School Principal and the Budget, and now the descriptions of the workshops and the summary for the event that happened on May 8) is in the packet for your review.
- As requested at the Board meeting in May, I have included the Republic Services Price Increase as an action item on this agenda. The letter from Republic Services and a spreadsheet that shows the increase to our customers are in the packet. The decision before the Board is whether or not to pass this rate increase on to our customers. No public hearing is required, because it is not a rate increase that the Town is proposing; it is simply passing on the rate increase from the vendor.

Human Resources:

- Fantasia is learning her new position quickly, and I already know she will be a support and an asset to the office team.

Licenses:

- Animal: 48 current licenses
- Business: 68 current licenses
- Business Service Licenses: 74 current licenses
- Liquor Licenses: The renewal applications for The Rose Café and TP Lounge, along with their respective memos from Chief Crume, are on the consent agenda

Events:

- June 18-21 – CML Annual Conference in Loveland, CO
- Monday, July 8 – Next regularly scheduled Board Meeting
- July 25 – Joint Work Session with LPBCC

Meetings Attended:

- Ignacio Creative District Board Meeting and several of the Museum on Main Street events
- Chamber of Commerce Board Meeting & General Membership Meeting

Miscellaneous:

- Ordinance 362 Adopting by Reference the 2024 Model Traffic Code – The Mayor will read this Ordinance by title, conduct the public hearing with official opening and closing times, and have discussion among the Board members (if any). If this Ordinance is passed, per C.R.S. 31-16-107, it must be adopted by roll call vote.
- Kasey Correia sent me the attached “Save the Date” card for the Sneak Peek for the Dancing Spirit Community Art Center. She would be honored to have the Board Members attend this event.

Please contact me with any questions. Thank you.

Tuggy

Special Election to Fill a Town Board Vacancy

The Town Board will set the date of the Special Election to Fill a Vacancy on the Board during the regular meeting on June 10, 2024. Nomination petitions, for those interested in running for the vacant seat, will be available during regular business hours, beginning on June 11 at 9 AM. All Nomination petitions must be returned to the Clerk's Office no later than close of business at 4 PM on July 1.



DANCING SPIRIT
CENTER FOR THE ARTS
IGNACIO, COLORADO

*Join Us for an Evening Celebrating Art & Culture along with
a Sneak Peek at our New Community Arts Center*

Saturday, September 7th, 2024

5:30pm ~ 7:30pm

465 Goddard Street, Ignacio

SAVE THE DATE

*Cultural
Collage*

We would be honoured by your attendance — Invitation will follow



Town of Ignacio

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

970/563-9494 
townofignacio.com 

March 9, 2023

U.S. Senator John Hickenlooper
The Smiley Building
1309 East 3rd Avenue, Suite 104
Durango, CO 81301

Reference: Southern Ute Indian Tribe's Congressionally Directed Spending Request for Affordable Housing Development within the Rock Creek Housing Development

Dear Senator Hickenlooper,

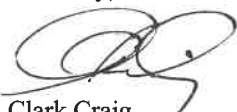
The Town of Ignacio (Town) is respectfully submitting this letter of support for the Southern Ute Indian Tribe's (SUIT) Congressionally Directed Spending Request for 2023, and specifically for the Rock Creek Housing Development. This project is a great opportunity for the Town and SUIT to work collaboratively on a housing project that has mutual benefits for town and Tribal members.

The Town has been working on an affordable workforce housing plan for the Rock Creek Development, which is on a 5.7 acre tract of land the Town owns. The Town acquired the property in 1997, and it is bordered by tribal land on three sides. In 2019, the Town decided to prioritize housing development opportunities for this tract and received DOLA grant funding for a housing study and also technical assistance funding for creating three (3) different housing development scenarios, including the infrastructure cost estimates for each scenario. This work was completed in 2021 and entailed a mix of housing units within the three scenarios that would allow for home ownership and rental units. In 2022, the Town received grant funding from the Colorado Housing and Finance Authority for additional technical assistance that would refine the Rock Creek development scenarios further and this work resulted in a plan that would establish 49 housing units on the site with approximately 24 Single Family Residential (SFR) units and 25 Multi Family Residential (MFR) units comprised within five five-plex units. This development plan requires infrastructure improvement which total approximately \$2.9 million. Currently, the Town has infrastructure grant funding requests into the Division of Housing and La Plata County for \$2.7 million, which if successful, will pave the way for completing the first phase of infrastructure development and prepare the site for housing development within the next year.

Housing is such a major issue and need for the SUIT and Ignacio and there is a definite shortage in affordable workforce housing that is documented in the current SUIT and Town Housing Needs Assessments. The SUIT has expressed interest in building affordable workforce housing and the Rock Creek Housing Development offers an opportunity for housing that can serve tribal and other native members, and members of the Ignacio community working in government, tribal, school and other service related jobs. Congressionally Directed Spending (CDS) can support a housing development opportunity in Ignacio, and if funded provide 25 rental housing units.

There is more work needed on finalizing the Rock Creek Housing Development plans and details, and the Town is excited and committed to work with SUIT on this housing opportunity. The Town Board and Tribal Council both provide leadership and vision for their respective entities and completion of this project will help promote collaboration and support for those living within the SUIT reservation. Please consider CDS funding for the this mutually beneficial project for the Town and SUIT.

Sincerely,



Clark Craig
Mayor

