



IGNACIO TOWN BOARD MEETING AGENDA
Monday, November 13, 2023 – 6:00 PM
Abel F. Atencio Community Room, 570 Goddard Avenue
or via Remote Public Meeting

The remote meeting is hosted by Zoom and requires Attendees to login to the Zoom meeting website at the following address: <https://us06web.zoom.us/j/89000485949>, or Attendees wishing to participate by phone shall call: [346-248-7799](tel:346-248-7799) and key in Webinar ID Number: [890 0048 5949](tel:890-0048-5949).

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

- I. CALL REGULAR MEETING TO ORDER:** Pledge of Allegiance
- II. ROLL CALL**
- III. APPROVAL OF AGENDA** – Action Item
- IV. PUBLIC COMMENTS:** *The Town Board values public comment and allows this time for citizens to voice their thoughts and concerns. The Mayor will open the comment period and prior to addressing the Board, state your name and address, and limit your comments to five (5) minutes. Meeting decorum will be maintained and failure to maintain composure and respect will result in the closure of your comment period. The Town Board and/or staff may respond to your comments or take your comments under advisement. Please do not comment on items listed on the Agenda, as opportunity will be given to comment during these discussions. Thank you.*
- V. CONSENT AGENDA** – Action Item
 - A. Regular Town Board Meeting Minutes from October 9, 2023
 - B. Financial Records – October 2023 Accounting Reports
 - C. Sidekick Lounge Liquor License Renewal Application
 - D. Pinon Liquors Liquor License Renewal Application
- VI. UNFINISHED BUSINESS**
 - A. Dancing Spirit Memorandum of Understanding – Action Item
- VII. NEW BUSINESS**
 - A. Rock Creek Deed Restriction Review
- VIII. STAFF REPORTS**
 - A. Police Department
 - B. Public Works
 - C. Clerk / Treasurer
 - D. Town Manager
 - E. Attorney
- IX. TRUSTEE REPORTS**
- X. MISCELLANEOUS**
- XI. EXECUTIVE SESSION** for 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) regarding the Lease Purchase Acquisition of ELHI and the utilization of other Town-owned property.
- XII. ADJOURNMENT**

Immediately following the close of the Executive Session, the Town Board will have a Work Session to discuss the draft 2024 budget. This Work Session is specifically for Town Board Members to be able to have dialogue with, and give direction to, staff. There will not be opportunity for public comment during Work Sessions. To access the Work Session, you can log in to <https://us06web.zoom.us/j/86214620382>, or call [346 248 7799](tel:346-248-7799) and key in Webinar ID [862 1462 0382](tel:862-1462-0382).

11/07/23
09:22:57

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 10/23

Page: 1 of 3
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-97750	E	893 AT&T	815.32	10/02/23	10/23	CL 17024	815.32
6945 *	S	53 AUTO PARTS INC	20.98	10/16/23	-----	CL 17050	20.98
6946	S	220 BALLANTINE COMMUNICATIONS INC	104.50	10/16/23	-----	CL 17049	104.50
6947	S	99 C & J GRAVEL PRODUCTS INC	210.07	10/16/23	-----	CL 17051	210.07
6948	S	802 CAL STEEL & Sheet Metal	36.47	10/16/23	-----	CL 17061	36.47
6949	S	1272 Canyon Construction Company	17159.04	10/16/23	-----	CL 17077	17159.04
-97745	E	1187 Cardmember Service (TBK Bank)	270.37	10/16/23	10/23	CL 17062	270.37
-97744	E	1187 Cardmember Service (TBK Bank)	158.55	10/16/23	10/23	CL 17063	158.55
-97743	E	1187 Cardmember Service (TBK Bank)	710.81	10/16/23	10/23	CL 17064	710.81
-97742	E	1187 Cardmember Service (TBK Bank)	237.33	10/16/23	10/23	CL 17065	237.33
-97741	E	1187 Cardmember Service (TBK Bank)	106.16	10/16/23	10/23	CL 17066	106.16
-97740	E	1187 Cardmember Service (TBK Bank)	471.65	10/16/23	10/23	CL 17067	471.65
-97739	E	1187 Cardmember Service (TBK Bank)	378.52	10/16/23	10/23	CL 17068	378.52
-97738	E	1187 Cardmember Service (TBK Bank)	186.95	10/16/23	10/23	CL 17069	186.95
-97737	E	1187 Cardmember Service (TBK Bank)	39.93	10/16/23	10/23	CL 17070	39.93
-97736	E	1187 Cardmember Service (TBK Bank)	330.31	10/16/23	10/23	CL 17071	330.31
-97735	E	1187 Cardmember Service (TBK Bank)	453.41	10/16/23	10/23	CL 17072	453.41
-97734	E	1187 Cardmember Service (TBK Bank)	3822.13	10/16/23	10/23	CL 17073	3822.13
-97733	E	1187 Cardmember Service (TBK Bank)	278.50	10/16/23	10/23	CL 17074	278.50
-97732	E	1187 Cardmember Service (TBK Bank)	313.19	10/16/23	10/23	CL 17075	313.19
-97731	E	1187 Cardmember Service (TBK Bank)	265.74	10/16/23	10/23	CL 17076	265.74
6950 C	S	1187 Cardmember Service (TBK Bank)	0.00	10/16/23	-----	CL 17062 CL 17063 CL 17064 CL 17065 CL 17066 CL 17067 CL 17068 CL 17069 CL 17070	

TOWN OF IGNACIO
Check Register for Checking
For the Accounting Period: 10/23

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
						CL 17071	
						CL 17072	
						CL 17073	
						CL 17074	
						CL 17075	
						CL 17076	
6925	*	S 921 CASCADE WATER	55.00	10/02/23			
						CL 17023	55.00
6951	*	S 921 CASCADE WATER	47.50	10/16/23			
						CL 17056	47.50
6926		S 121 CIRSA	9925.09	10/02/23			
						CL 17020	9925.09
6952		S 121 CIRSA	75.01	10/16/23			
						CL 17042	75.01
6927		S 976 CIRSA WC	8272.25	10/02/23			
						CL 17019	8272.25
6953		S 1227 CJB Auto Supply	469.83	10/16/23			
						CL 17041	469.83
6954		S 237 ENERGY OUTREACH COLORADO	338.25	10/16/23			
						CL 17057	338.25
6955		S 240 ESSCO PIPE & SUPPLY	581.26	10/16/23			
						CL 17052	581.26
6956		S 971 FASTTRACK COMMUNICATIONS INC	279.44	10/16/23			
						CL 17039	279.44
6928		S 255 FOUR CORNERS MATERIALS	78584.00	10/02/23			
						CL 17034	78584.00
6929		S 257 FOUR CORNERS WELDING & GAS SUPPLY	154.60	10/02/23			
						CL 17031	154.60
6957		S 257 FOUR CORNERS WELDING & GAS SUPPLY	7.00	10/16/23			
						CL 17054	7.00
6930		S 981 HI PERFORMANCE CARWASH LLC	81.86	10/02/23			
						CL 17022	81.86
-97749	E	845 HOME DEPOT CREDIT SERVICES	109.60	10/02/23	10/23		
						CL 17025	109.60
6931		S 756 HONNEN EQUIPMENT	3973.76	10/02/23			
						CL 17032	3973.76
6958		S 1130 IMAGENET CONSULTING LLC	1725.00	10/16/23			
						CL 17046	1725.00
6932		S 999999 JILL NEELY-SMITH	28.82	10/02/23			
						CL 17028	28.82
6959		S 1244 Kissinger & Fellman, P.C.	512.50	10/16/23			
						CL 17053	512.50
6960		S 894 KRISTIN ROEHRs	750.00	10/16/23			
						CL 17047	750.00
-97748	E	974 LA PLATA ELECTRIC ASSN INC	2129.38	10/02/23	10/23		
						CL 17030	2129.38
6933		S 1046 LAW OFFICE OF DAVID LIBERMAN	1387.50	10/02/23			
						CL 17027	1387.50

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
6961	S	1228 Lawn Slingers & the Works	4280.00	10/16/23		CL 17055	4280.00
6934	S	394 LEWIS TRUE VALUE MERCANTILE	272.94	10/02/23		CL 17035	272.94
6962	S	1192 Mitel Networks, Inc.	432.24	10/16/23		CL 17048	432.24
6935	S	988 OLDCASTLE SW GROUP INC	932.17	10/02/23		CL 17026	932.17
-97746	E	737 PITNEY BOWES INC	503.50	10/16/23	10/23	CL 17045	503.50
6936	S	1264 Republic Services #657	2993.88	10/02/23		CL 17021	2993.88
6963	S	1264 Republic Services #657	3007.86	10/16/23		CL 17044	3007.86
6964	S	1213 Schmueser Gordon Meyer, Inc. dba SGM	1328.50	10/16/23		CL 17059	1328.50
6937	S	1172 Short Elliott Hendrickson, Inc.	8346.00	10/02/23		CL 17036	8346.00
6965	S	600 SOUTHERN UTE UTILITIES DIVISION	46024.43	10/16/23		CL 17040	46024.43
6938	S	730 SOUTHWEST AG	164.96	10/02/23		CL 17033	164.96
-97747	E	143 STATE OF COLORADO-SALES TAX	771.35	10/16/23	10/23	CL 17038	771.35
6939	S	1147 TDL RECYCLING, LLC	990.00	10/02/23		CL 17029	990.00
6966	S	1147 TDL RECYCLING, LLC	490.00	10/16/23		CL 17043	490.00
6967	S	650 TOWN OF IGNACIO	991.95	10/16/23		CL 17037	991.95
6968	S	675 UTILITY NOTIFICATION CENTER OF CO	18.06	10/16/23		CL 17060	18.06
6969	S	692 WALKER DO IT BEST HARDWARE	129.99	10/16/23		CL 17058	129.99

Total for Claim Checks
Count for Claim Checks

207535.41
60

* denotes missing check number(s)

of Checks: 60 Total: 207535.41

TOWN OF IGNACIO

2022			2023	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>Int bank:</i>						
		-	1 Jan	50,873.14					
Jan	50,799.76	50,799.76	2 Feb	59,491.23	8,691.47	17.11%	59,491.23	8,691.47	17.11%
Feb	41,290.95	92,090.71	3 Mar	46,445.64	5,154.69	5.60%	105,936.87	13,846.16	15.04%
Mar	43,286.70	135,377.41	4 Apr	44,651.23	1,364.53	1.01%	150,588.10	15,210.69	11.24%
Apr	44,081.72	179,459.13	5 May	48,413.47	4,331.75	2.41%	199,001.57	19,542.44	10.89%
May	43,055.54	222,514.67	6 Jun	48,118.71	5,063.17	2.28%	247,120.28	24,605.61	11.06%
Jun	47,274.66	269,789.33	7 Jul	51,416.18	4,141.52	1.54%	298,536.46	28,747.13	10.66%
Jul	47,798.20	317,587.53	8 Aug	47,069.92	-728.28	-0.23%	345,606.38	28,018.85	8.82%
Aug	51,699.44	369,286.97	9 Sep	51,249.72	-449.72	-0.12%	396,856.10	27,569.13	7.47%
Sep	50,334.22	419,621.19	10 Oct	50,337.91	3.69	0.00%	447,194.01	27,572.82	6.57%
Oct	50,282.82	469,904.01	11 Nov						
Nov	49,555.69	519,459.70	12 Dec						
Dec	50,873.14	570,332.84	Jan						
City Total Total	570,332.84		City Total	498,067.15					10.98%
2022 BUDGET		460,000.00	2023 BUDGET		108.70% Budget Incr		500,000.00		

2022			2023	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>Int bank:</i>						
		-	1 Jan	97,118.00					
		-	2 Feb	115,286.00					
Jan	86,662.00	86,662.00	3 Mar	87,867.00	1,205.00	1.39%	87,867.00	1,205.00	1.39%
Feb	83,423.00	170,085.00	4 Apr	89,282.00	5,859.00	3.44%	177,149.00	7,064.00	4.15%
Mar	100,800.00	270,885.00	5 May	98,894.00	-1,906.00	-0.70%	276,043.00	5,158.00	1.90%
Apr	93,125.00	364,010.00	6 Jun	93,396.00	271.00	0.07%	369,439.00	5,429.00	1.49%
May	106,167.00	470,177.00	7 Jul	105,714.00	-453.00	-0.10%	475,153.00	4,976.00	1.06%
Jun	115,145.00	585,322.00	8 Aug	118,127.00	2,982.00	0.51%	593,280.00	7,958.00	1.36%
Jul	116,545.00	701,867.00	9 Sep	119,823.00	3,278.00	0.47%	713,103.00	11,236.00	1.60%
Aug	118,060.00	819,927.00	10 Oct	118,596.00	536.00	0.07%	831,699.00	11,772.00	1.44%
Sep	111,831.00	931,758.00	11 Nov						
Oct	103,265.00	1,035,023.00	12 Dec						
Nov	97,118.00	1,132,141.00	Jan						
Dec	115,286.00	1,247,427.00	Feb						
County Total	1,247,427.00		County Total	1,044,103.00					1.80%
2022 BUDGET		1,000,000.00	2023 BUDGET		110.00% Budget Incr		1,100,000.00		

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TOWN OF IGNACIO
Cash Report
For the Accounting Period: 10/23

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
100 GENERAL FUND						
110100 Petty Cash	100.00	0.00	0.00	0.00	0.00	100.00
110230 Operating Account	-630,077.17	178,026.72	6.66	604,893.00	178,218.27	-1,235,155.06
110250 Savings Account	49,943.83	4.38	0.00	0.00	0.00	49,948.21
110270 Investment Account	2,394,146.39	10,817.97	0.00	0.00	0.00	2,404,964.36
Total Fund	1,814,113.05	188,849.07	6.66	604,893.00	178,218.27	1,219,857.51
300 CAPITAL IMPROVEMENT FUND						
110230 Operating Account	301,422.25	25,168.96	0.00	0.00	25,890.04	300,701.17
110270 Investment Account	451,765.01	2,126.20	0.00	0.00	0.00	453,891.21
Total Fund	753,187.26	27,295.16			25,890.04	754,592.38
400 CONSERVATION TRUST FUND						
110230 Operating Account	20,130.19	0.00	0.00	0.00	0.00	20,130.19
110270 Investment Account	81,483.96	383.51	0.00	0.00	0.00	81,867.47
Total Fund	101,614.15	383.51				101,997.66
500 ECONOMIC DEVELOPMENT FUND						
110230 Operating Account	49,138.98	604,893.00	0.00	10,000.00	0.00	644,031.98
110270 Investment Account	18,540.54	537.29	0.00	0.00	0.00	19,077.83
Total Fund	67,679.52	605,430.29		10,000.00		663,109.81
610 WATER FUND						
110230 Operating Account	84,309.61	32,870.59	0.00	0.00	16,751.91	100,428.29
110270 Investment Account	46,702.09	219.79	0.00	0.00	0.00	46,921.88
Total Fund	131,011.70	33,090.38			16,751.91	147,350.17
620 GAS FUND						
110230 Operating Account	190,521.38	27,353.60	0.00	0.00	6,934.76	210,940.22
110270 Investment Account	143,520.46	675.46	0.00	0.00	0.00	144,195.92
Total Fund	334,041.84	28,029.06			6,934.76	355,136.14
630 SEWER FUND						
110230 Operating Account	156,787.37	51,384.70	71.70	0.00	109,030.56	99,213.21
110270 Investment Account	202.02	0.93	0.00	0.00	0.00	202.95
Total Fund	156,989.39	51,385.63	71.70		109,030.56	99,416.16
640 IRRIGATION FUND						
110230 Operating Account	27,726.67	6,724.26	0.31	0.00	412.37	34,038.87
110270 Investment Account	10,858.56	51.10	0.00	0.00	0.00	10,909.66
Total Fund	38,585.23	6,775.36	0.31		412.37	44,948.53
910 PAYROLL CLEARING FUND						
110230 Operating Account	19,934.87	0.00	129,823.83	123,390.32	0.00	26,368.38
930 CLAIMS CLEARING FUND						
110230 Operating Account	137,469.91	0.00	207,535.41	12,352.70	0.00	332,652.62
Totals	3,554,626.92	941,238.46	337,437.91	750,636.02	337,237.91	3,745,429.36

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

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

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TOWN OF IGNACIO
Statement of Revenue Budget vs Actuals
For the Accounting Period: 10 / 23

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Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
100 GENERAL FUND	188,958.23	2,024,250.91	2,283,836.00	259,585.09	89 %
300 CAPITAL IMPROVEMENT FUND	27,295.16	350,158.46	3,752,498.00	3,402,339.54	9 %
400 CONSERVATION TRUST FUND	383.51	11,918.88	80,800.00	68,881.12	15 %
500 ECONOMIC DEVELOPMENT FUND	605,430.29	609,694.48	241,010.00	-368,684.48	253 %
610 WATER FUND	30,035.90	270,661.19	318,200.00	47,538.81	85 %
620 GAS FUND	23,835.39	715,420.47	506,150.00	-209,270.47	141 %
630 SEWER FUND	54,151.41	516,731.61	629,600.00	112,868.39	82 %
640 IRRIGATION FUND	7,091.10	43,221.74	44,700.00	1,478.26	97 %
Grand Total:	937,180.99	4,542,057.74	7,856,794.00	3,314,736.26	58 %

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TOWN OF IGNACIO
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 23

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Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
100 GENERAL FUND	783,104.61	2,606,592.87	2,150,979.00	2,150,979.00	-455,613.87	121 %
300 CAPITAL IMPROVEMENT FUND	25,890.04	235,325.85	4,250,000.00	4,250,000.00	4,014,674.15	6 %
400 CONSERVATION TRUST FUND	0.00	0.00	120,000.00	120,000.00	120,000.00	0 %
500 ECONOMIC DEVELOPMENT FUND	10,000.00	10,000.00	248,226.00	248,226.00	238,226.00	4 %
610 WATER FUND	16,731.10	135,739.42	309,191.00	309,191.00	173,451.58	44 %
620 GAS FUND	6,883.56	404,104.81	456,316.00	456,316.00	52,211.19	89 %
630 SEWER FUND	109,030.56	438,364.61	580,931.00	580,931.00	142,566.39	75 %
640 IRRIGATION FUND	412.37	5,654.48	44,266.00	44,266.00	38,611.52	13 %
Grand Total:	952,052.24	3,835,782.04	8,159,909.00	8,159,909.00	4,324,126.96	47 %

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TOWN OF IGNACIO
Payroll Summary For Payrolls from 10/01/23 to 10/31/23

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Report ID: P130

Total for Payroll Checks			
	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	43.50		
COMP HOURS (Comp Time Used)	1.00		22.06
J004 HOURS (CELL PHONE ALLO)	0.00		166.14
*Non Taxable (added to gross wages, no addition to SS, Med, FIT & SIT bases)			
J015 HOURS (IN LIEU OF INSU)	0.00		1,261.02
LV2 HOURS (HFWA Hrs for PT Employees)	10.00		277.00
OVER HOURS (Overtime)	82.00		3,949.19
REG HOURS (Regular Time)	2,581.25		85,816.32
SICK HOURS (Sick Time)	207.75		8,013.75
VACA HOURS (Vacation Time Used)	141.00		4,586.31
GROSS PAY	104,091.79	0.00	
NET PAY	71,988.45	0.00	
NET PAY (CHECKS)	6,179.49		
NET PAY (DIRECT DEPOSIT)	65,808.96		
AFLAC-AFTERTAX	355.32	1,138.74	
AFLAC-PRETAX	1,038.96	60.08	
CEBT DENTAL	0.00	732.00	
CEBT HEALTH	4,508.32	11,636.68	
CEBT LIFE	136.45	45.78	
CEBT VISION	0.00	102.00	
EMPL WEAPONS AD	200.00	0.00	
FIT	8,561.80	0.00	
FPPA	5,371.58	4,252.50	
FPPA DROP	1,097.08	0.00	
FPPA-457	982.52	0.00	
FPPA-AD&D	0.00	1,277.28	
GARNISHMENT2	46.14	0.00	
MEDICARE	1,424.56	1,424.56	
MISSIONSQUARE/I	2,036.12	1,934.96	
SIT	3,424.91	0.00	
SOCIAL SECURITY	2,919.58	2,919.58	
UNEMPL. INSUR.	0.00	207.88	
BANK 4	4,080.48	0.00	
BANK 8-SAVINGS	2,776.40	0.00	
COMM BANK OF CO	8,486.00	0.00	
CU OF COLORADO	3,696.12	0.00	
SANDIA LAB FCU	150.00	0.00	
TBK BANK	6,800.12	0.00	
USAA	5,421.33	0.00	
VECTRA BANK CO	69.26	0.00	
WELLS FARGO	31,552.91	0.00	
WELLS FARGO N.A	138.52	0.00	
WELLS FARGO NEV	69.26	0.00	
WELLS FARGO OR	2,568.56	0.00	
FIT/SIT BASE	88,754.62	0.00	
MEDICARE BASE	98,241.92	0.00	
SOC SEC BASE	47,089.86	0.00	
UN BASE	103,925.65	0.00	

11/07/23
09:37:55

TOWN OF IGNACIO
Payroll Summary For Payrolls from 10/01/23 to 10/31/23

Page: 2 of 2
Report ID: P130

Total 25,732.04
Total Payroll Expense (Gross Pay + Employer Contributions): 129,823.83

Check Summary

Payroll Checks Prev. Out. \$10,998.44
Payroll Checks Issued \$6,225.63
Payroll Checks Redeemed \$0.00
Payroll Checks Outstanding \$17,224.07
Electronic Checks \$123,390.32

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 5839.16		5839.16		221700
Medicare 2849.12		2849.12		221710
Unempl. Insur. 207.88			207.88	221760
FIT 8561.80		8561.80		221720
SIT 3424.91		3424.91		221730
FPPA 9624.08		9624.08		221742
AFLAC-PRETAX 1099.04		1099.04		221757
EMPL WEAPONS AD 200.00		200.00		221782
FPPA-457 982.52		982.52		221742
FPPA-AD&D 1277.28		1277.28		221743
MISSIONSQUARE/I 3971.08		3971.08		221741
AFLAC-AFTERTAX 1494.06		1494.06		221757
CEBT DENTAL 732.00		732.00		221754
CEBT HEALTH 16145.00		16145.00		221751
CEBT LIFE 182.23		182.23		221755
CEBT VISION 102.00		102.00		221756
GARNISHMENT2 46.14		46.14		221781
FPPA DROP 1097.08		1097.08		221742
Total Ded. 57835.38	0.00	57627.50	207.88	

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

Submit to Local Licensing Authority

**SIDE KICK LOUNGE
 PO BOX 901
 Ignacio CO 81137**

APPLICANT ID: 212852

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.

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name ABEYTA LEO P		Doing Business As Name (DBA) SIDE KICK LOUNGE	
Liquor License # 02-59069-0000	License Type Tavern (city)		
Sales Tax License Number 02590690000	Expiration Date 12/08/2023	Due Date 10/24/2023	
Business Address 665 GODDARD AVE Ignacio CO 81137			Phone Number 9705634169
Mailing Address PO BOX 901 Ignacio CO 81137		Email	
Operating Manager Leo P Abeyta	Date of Birth	Home Address	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 type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease 12-31-2024			
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" 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

LEO P ABAYTA

OWNER

Signature

Date

10-24-2023

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, Leo P ABRYTA am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of SIDE RICK LOUNGE (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>Leo P ABRYTA SIDE RICK LOUNGE</u>		Social Security Number/Tax Identification Number	
Address <u>P.O. Box 901</u>			
City <u>THURGOOD CO.</u>	State <u>CO.</u>	Zip <u>81137</u>	
Home Phone Number		Business/Work Phone Number <u>970-563-4169</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Leo P ABRYTA</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>10-24-2023</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: Kirk Phillips, Chief of Police KP
RE: Side Kick Lounge
DATE: November 6, 2023

.....

There have been no violations at this establishment in the last year.

Submit to Local Licensing Authority

PINON LIQUORS
PO BOX 1230
Ignacio CO 81137-1230

Fees Due	
Renewal Fee	352.50
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 SOLE ENTERPRISES INC <i>Pinon Liquors</i>		Doing Business As Name (DBA) PINON LIQUORS	
Liquor License # 09-92855-0000	License Type Liquor Store (city)		
Sales Tax License Number 09928550000	Expiration Date 01/03/2024	Due Date 11/19/2023	
Business Address 25 GODDARD AVENUE Ignacio CO 81137-9765		Phone Number 9705634083	
Mailing Address PO BOX 1230 Ignacio CO 81137-1230		Email	
Operating Manager <i>Chris Dushing</i>	Date of Birth	Home Address	Phone Number
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are the premises owned or rented? <input 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			

Tax Check Authorization, Waiver, and Request to Release Information

I, Chris Cushing am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Pinon Liquors (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>Pinon Liquors</u>		Social Security Number/Tax Identification Number <u>84 147363</u>	
Address <u>105 Goddard Ave</u>			
City <u>Ignacio</u>	State <u>CO</u>	Zip <u>81137</u>	
Home Phone Number		Business/Work Phone Number <u>970 563 4083</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Chris Cushing</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Chris Cushing</u>			Date signed <u>11.1.23</u>

Privacy Act Statement

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

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
<i>Christopher Cushing</i>	<i>Owner/Mgr.</i>
Signature	Date
<i>Chris Cushing</i>	<i>9.20.23</i>

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

TO: Ignacio Town Board of Trustees
FROM: Kirk Phillips, Chief of Police *KP*
RE: Pinon Liquors
DATE: November 6, 2023

.....

There have been no violations at this establishment in the last year.

**AGREEMENT BETWEEN TOWN OF IGNACIO AND DANCING SPIRIT, INC.
REGARDING DOLA REDI GRANT CONTRACT
FOR NEW COMMUNITY ARTS CENTER**

THIS AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2023, by and between the TOWN OF IGNACIO, (hereinafter referred to as the "TOWN") whose address is 540 Goddard Avenue / PO Box 459, Ignacio, CO 81137, and DANCING SPIRIT, INC., a 501(c)(3) non-profit organization registered with the State of Colorado and the IRS whose address is 695 Goddard Avenue / PO Box 1228, Ignacio, CO 81137 (hereinafter referred to as "DANCING SPIRIT") (collectively, the "Parties").

RECITALS

WHEREAS, in conjunction with the new Dancing Spirit Community Arts Center (Center) project, the TOWN has submitted a grant application and executed the primary contract to act as a fiscal agent for the Rural Economic Development Initiatives (REDI) grant (Attached as Exhibit A) in the amount of \$ 150,000.00 (the "Grant") from Colorado Department of Local Affairs, ("AGENCY"); and

WHEREAS, Exhibit A denotes the TOWN as Grantee who will work with Dancing Spirit to construct the Center and fulfill and complete all grant administration and criteria detailed in Exhibit A; and

WHEREAS, it is both necessary and desirable for the TOWN to enter into this Agreement with DANCING SPIRIT for purposes of setting forth the relative responsibilities of the parties with respect to the project, and the expenditure of the funds in conjunction therewith; and

WHEREAS, by this Agreement, the TOWN and DANCING SPIRIT intend for the TOWN to: (1) distribute to DANCING SPIRIT the AGENCY funds for eligible project expenditures reflected in Exhibit A, and (2) serve as fiscal agent for all funds distributed to DANCING SPIRIT.

WHEREAS, it is the mutual desire of the parties to set forth their understanding and agreement, in writing, with respect to said obligations:

NOW, THEREFORE, the Parties hereby mutually agree as follows:

1. Role of the Parties. It is the intent of this Agreement to ensure that all contractual obligations concerning the project and Grant will be accomplished by DANCING SPIRIT who will provide all required project funds, complete the construction of the project and pay all financial obligation necessary to complete the project in accordance with approved construction plans and permits. The TOWN will perform the role of fiscal agent for the Grant and execute all Grant administrative requirements and assign a responsible administrator for Grant administration purposes.

2. TOWN Responsibilities:

- a. The TOWN will verify that DANCING SPIRIT has secured all required project funding totaling \$1,486,924, prior to the continuation of construction. The TOWN will not execute any provision of this Agreement until all funds are verified and secured.
- b. The TOWN, as Grantee and fiscal agent, agrees to submit, accept and administer the AGENCY Grant funds awarded under Exhibit A, in the amount of \$150,000, to DANCING SPIRIT for eligible reimbursable expenses, when funds are received by the Town from the AGENCY, and as provided by the Grant.
- c. The TOWN does not assume any obligation to construct, operate, or maintain the improvements contemplated by the Grant.

3. DANCING SPIRIT's Responsibilities:

- a. DANCING SPIRIT will complete all of the project work in a satisfactory and code compliant manner and assure that Grant funds are expended solely for allowable project expenses.
- b. DANCING SPIRIT shall certify to the Town and DOLA that bidding and the selection of project professionals for this project is in accordance with the requirements of the Grant.
- c. DANCING SPIRIT will be reimbursed for eligible expenditures totaling \$150,000, and conditioned upon the expenditure of a minimum \$1,050,000 in Center expenses. The current project budget is \$1,486,924 and these secured funds will be verified by the TOWN.
- d. DANCING SPIRIT has reviewed the Grant and understands what expenses are eligible for reimbursement, and will submit quarterly reimbursement requests to the TOWN. Reimbursement requests must be on approved forms and include all proof of expenditures, including vendor or contractor invoices and checks. DANCING SPIRIT agrees to provide the TOWN with all information and documentation required by the GRANT in a responsive, clear and concise manner.
- e. DANCING SPIRIT agrees that it shall designate a single individual to serve as a project representative, who shall have the responsibility to coordinate with the TOWN on project implementation. DANCING SPIRIT shall promptly advise TOWN of any changes in project representative.
- f. DANCING SPIRIT agrees to comply with all terms, conditions and obligations pertaining to the ownership, development, construction and management of the project as required by the REDI Grant and includes the Center to be in operation for five (5) years. In the event there is any liability accruing from inappropriate expenditure of Grant funds, or failure to utilize the Center as intended, or by other action, DANCING SPIRIT agrees to be responsible therefore, including the repayment of Grant funds in accordance with Section 2.2.1.
- g. DANCING SPIRIT shall promptly comply with all financial management regulations, policies, guidelines and requirements as set forth in the Grant and as is otherwise required by law including, without limitation, project timeline, digital

photos, quarterly pay requests, quarterly status reports, annual reports and final reports.

h. DANCING SPIRIT shall pay costs of bonding set forth in the Grant, Scope of Work paragraph 8.3, and pay costs of bidding set forth in Scope of Work, paragraph 9.1 of the Grant.

i. DANCING SPIRIT shall keep accurate records regarding project expenditures throughout the project and timelines as provided in the GRANT and the TOWN has the authority to review these documents on a 48-hour notice.

4. Financial Management. The TOWN and DANCING SPIRIT will adhere to all applicable financial management rules and policies of the Grant and the AGENCY throughout the term of the project.

a. The TOWN shall require documentation evidencing allowable and appropriate expenses on the project, with copies of checks, invoices, purchase orders, and proof of payment of bills by DANCING SPIRIT.

b. DANCING SPIRIT shall prepare all requests for payment, which requests shall then be forwarded to the TOWN along with supporting documentation, summation of work performed, invoices, checks, and purchase orders.

c. After review, the TOWN shall forward the request to AGENCY for payment. Upon receipt of payment, the TOWN shall promptly forward the funds to DANCING SPIRIT.

d. If DANCING SPIRIT is unresponsive or lacking in the submission of necessary documentation, the TOWN will notify DANCING SPIRIT in writing and will also detail a fee that will be assessed to DANCING SPIRIT for failure to perform their required duties.

5. Budget. DANCING SPIRIT may only adjust individual budgeted expenditures as allowed in the Grant, with approval of the TOWN and the AGENCY. Budgetary modifications must be approved by the TOWN and are subject to approval by the AGENCY pursuant to the Grant.

6. Term of Agreement. Unless sooner terminated as provided herein, this Agreement shall remain in full force and effect until such time as AGENCY finds the obligations under the Grant Exhibit A have been satisfactorily fulfilled. Time is of the essence with respect to the covenants, conditions and obligations contained herein.

7. Modification and Changes. The terms of this Agreement may not be modified in any manner except by agreement of all parties to this Agreement with the concurrence of AGENCY.

8. Contract Termination. If the Grant, Exhibit A, is terminated for any reason, the TOWN may terminate this Agreement and shall provide written notice of termination of this agreement to DANCING SPIRIT. However, DANCING SPIRIT's payment and indemnification obligations to TOWN shall survive termination.

9. Conflicting Provisions. If any term or provision within this Agreement conflicts with any term or provision in Exhibit A or imposes on the TOWN differing and irreconcilable duties and/or obligations from those duties and/or obligations imposed on the TOWN by Grant, then the terms of the Grant shall take precedence over the term within this Agreement.

10. Appropriation. The parties do not anticipate that this Agreement will require the appropriation of any funds beyond funds secured by DANCING SPIRIT. The TOWN's obligations hereunder are subject to annual appropriation. By executing this agreement the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

11. Indemnification. DANCING SPIRIT agrees to indemnify, defend and hold the TOWN harmless of and from any and all claims, demands, losses, expenses, attorney fees, causes of action, judgments and liability which are or may be brought or claimed by any person or entity against the TOWN as a result of the TOWN acting as the Fiscal Agent for the Grant.

12. Integration. This Agreement, together with its exhibits is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

13. Severability. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

14. Waiver. The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement.

15. Assignment. Neither the TOWN nor DANCING SPIRIT may assign their right or duties under this Agreement without the prior written consent of the other party. No subcontract or transfer of this Agreement shall in any case release the TOWN or DANCING SPIRIT of their responsibilities under this Agreement.

16. Third Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights and actions relating to such enforcement shall be strictly reserved to the TOWN and DANCING SPIRIT. Nothing contained in this Agreement shall give or allow any claims or right of action whatsoever by any third person. It is the express intention of the TOWN and DANCING SPIRIT that any such person or entity, other than the TOWN or DANCING SPIRIT, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

18. Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement; such party does not require any third party's consent to enter into this Agreement.

19. Breach. Any failure of DANCING SPIRIT to perform in accordance with the terms of this Agreement shall constitute a breach. Failure to cure the breach within thirty business days after written notice shall be grounds for the TOWN to exercise all legal remedies available. Any dispute concerning the performance or interpretation of this Agreement which cannot be resolved by the designated points of contact or their immediate superiors shall be referred to the party's chief administrative officer (Town Manager or Executive Director). If the matter is not resolved within 45 days after referral, either party may file legal action. Any litigation will be filed in the District Court of La Plata County, where the TOWN shall be entitled to an award of its reasonable attorney's fees, court, and collection costs if it prevails.

20. Right of Entry. DANCING SPIRIT hereby grants to the TOWN a limited license in, and right of entry to, the 465 Goddard Avenue property for purposes stated in the Grant and for no other purpose. Such license and right of entry shall be exercised only in the event DANCING SPIRIT fails to comply with the requirements of the Grant and shall include all rights reasonably necessary, as determined by the TOWN, for the TOWN to enter upon the property and perform its obligations to DOLA under the Grant. This right includes the ability of the TOWN to use its employees, agents or outside contractors. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

DANCING SPIRIT, INC.

TOWN OF IGNACIO

Kasey Correia, Executive Director

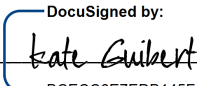

Clark Craig, Mayor

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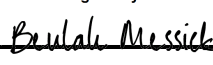
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number REDI-22307	CMS Number 185488
Grantee Town of Ignacio	Grant Award Amount \$150,000.00	Retainage Amount \$7,500.00
Project Number and Name REDI 22-307 – Town of Ignacio Dancing Spirit Community Arts Center	Performance Start Date The later of the Effective Date or July 28, 2023	Grant Expiration Date June 30, 2025
Project Description The Project consists of constructing a new Community Arts Center in downtown Ignacio.	Program Name Rural Economic Development Initiative Grant Program (REDI)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager <u>Patrick Rondinelli, (970) 749-0138,</u> <u>(patrick.rondinelli@state.co.us)</u>	Funding Account Codes	
DOLA Regional Assistant <u>Flint Timmins, (719) 924-2087,</u> <u>(flint.timmins@state.co.us)</u>	VCUST# 14374	Address Code CN002 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p align="center">DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  BCECC6E7EDB145F... By: Kate Guibert, REDI Program Manager</p> <p>Date: 8/2/2023 11:09 AM MDT</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by:  8139CF536BC34AC... By: Rick M. Garcia, Executive Director</p> <p>Date: 8/2/2023 11:39 AM MDT</p>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

<p align="center">STATE CONTROLLER <u>Robert Jaros, CPA, MBA, JD</u></p> <p>DocuSigned by:  090ACD88A721474... By: Beulah Messick, Controller Delegate Department of Local Affairs</p> <p align="center">Effective Date: 8/3/2023 7:57 PM MDT</p>

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed

REDI 22-307 – Town of Ignacio Dancing Spirit Community Arts Center

the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. *Reserved.*

B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and

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coordination have been accomplished from and with appropriate agencies.. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. *Reserved.*
- B. *Reserved.*
- C. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- D. **“Exhibits”** means the following exhibits attached to this Intergovernmental Grant Agreement:
 - i. **Exhibit B**, Scope of Project
 - ii. **Exhibit G**, Form of Option Letter
- E. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.
- F. *Reserved.*
- G. *Reserved.*
- H. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- I. **“Intergovernmental Grant Agreement”** or **“Grant”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- K. **“Grant Funds”** or **“Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- L. **“Incident”** means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Performance Start Date and the initial Grant Expiration Date.
- N. *Reserved.*
- O. **“Other Funds”** means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.

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- Q.** “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- R.** *Reserved.*
- S.** *Reserved.*
- T.** *Reserved.*
- U.** “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V.** “**Project Budget**” means the amounts detailed in **§6.2** of **Exhibit B**.
- W.** *Reserved.*
- X.** *Reserved.*
- Y.** “**Services**” means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- Z.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD.** *Reserved.*
- EE.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF.** *Reserved.*
- GG.** *Reserved.*
- HH.** *Reserved.*
- II.** “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.
- JJ.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

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5. PURPOSE

The purpose of the Rural Economic Development Initiative Grant Program is to help communities diversify their local economies and create a more resilient Colorado. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i.** The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.
- ii.** The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii.** Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs

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described in this Intergovernmental Grant Agreement and shown in the Project Budget in **Exhibit B**.

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available

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at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict

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arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

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

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Order of Precedence

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In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Any executed Option Letter
- ii. The provisions of this Intergovernmental Grant Agreement.
- iii. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

I. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Accessibility

- i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility

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Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Rural Economic Development Initiative. The purpose of the Rural Economic Development Initiative is to help communities diversify their local economies and create a more resilient Colorado.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of constructing a new Community Arts Center in downtown Ignacio.

2.2. Work Description. The Town of Ignacio (Grantee) will work with a previously hired, qualified contractor and the local non-profit Dancing Spirit, Inc. to construct a Community Arts Center, located at 465 Goddard Avenue in downtown Ignacio, Colorado. The Center will offer programs to support the creative industries in Ignacio. Work includes construction of an approximately 4,000 square foot Community Arts Center that will include an approximately 1,000 square foot art gallery; an approximately 1,500 square foot open space that can be modified to accommodate performance, live music, art workshops, community events and gatherings; an approximately 675 square foot pottery room; a kiln room; kitchen; office space; and six (6) parking spaces at the back of the building with one (1) American's with Disabilities Act (ADA) space. The Center will contain combined resources and equipment to support aspiring artists, a community gathering space open to the public, and will expand art therapy programs offered Dancing Spirit. Dancing Spirit will own and maintain the Community Arts Center.

2.2.1. The Grantee warrants that the facility will continue to be utilized as a Community Arts Center for at least five (5) years following completion of the Grant. If the facility is used for any purpose other than intended during that five-year period, the Grantee shall return a portion of the Grant Funds based on the following payback schedule: In year one, one hundred percent (100%) of the Grant Funds must be returned; in year two, eighty percent (80%); in year three, sixty percent (60%); in year four, forty percent (40%); and in year five, twenty (20%). At the end of the five (5) year period following the date of completion of the renovations and thereafter, no State restrictions on use of the property shall be in effect.

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

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

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

2.5. Eligible Expenses. Eligible expenses shall include: labor and materials costs, bond and insurance costs, and attorney's fees.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Building or Facility Construction" means labor and materials costs, bond and insurance costs, bid advertisements, purchase and erection of pre-engineered buildings, and attorney's fees.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completed construction a new Community Arts Center in downtown Ignacio to create a permanent and purposefully designed home for the arts in the center of the Town that will increase interest in downtown, improve local quality of life through the arts, and further the Town's strategic plan.

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4.2. Service Area. The performance of the Work described within this Grant shall be located in the Town of Ignacio, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Provide DOLA with Project Timeline	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with digital photos of the Project.	To be included with the Quarterly Status Reports.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
File an Annual Report with DOLA on the following: <ul style="list-style-type: none"> • Jobs created or supported or anticipated jobs created • Did the Project lead to other economic development projects or opportunities? • The approximate number of workers who received support or benefit as a result of the Project? What did this support look like? • The approximate number of entrepreneurs who received support or benefit as a result of the Project? What did this support look like? • Did the Project directly or indirectly lead to the attraction of new businesses or industries? • How is the Project contributing to the Grantee's long-term goals? 	Within 30 days after the first, second and third anniversary of the Effective Date of this Intergovernmental Grant Agreement.
Submit Project Final Report	September 28, 2025

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The

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report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
3 rd (Jul-Sep)	2023	October 30, 2023	Yes	Yes
4 th (Oct-Dec)	2023	January 30, 2024	Yes	Yes
1 st (Jan-Mar)	2024	April 30, 2024	Yes	Yes
2 nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3 rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4 th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1 st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

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

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Tuggy Dunton, Town Clerk/Treasurer, (tdunton@townofignacio.com)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

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

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager: **Patrick Rondinelli, (970) 749-0138, (patrick.rondinelli@state.co.us)**

5.5. DLG Regional Assistant: **Flint Timmins, (719) 924-2087, (flint.timmins@state.co.us)**

6. FUNDING

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

6.1. Matching/Other Funds. Grantee shall provide **at least 87%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

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REDI 22-307 – Town of Ignacio Dancing Spirit Community Arts Center

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Building or Facility Construction	\$1,200,000	\$150,000	\$1,050,000	Grantee
	Total	\$1,200,000	\$150,000	\$1,050,000	

7. PAYMENT

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

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

Payment	Amount	
Interim Payment(s)	\$142,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$7,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$150,000	

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

8. ADMINISTRATIVE REQUIREMENTS

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

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this **Exhibit B**.

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

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

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

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

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other

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negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

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

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

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

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

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

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

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

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

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REDI 22-307 – Town of Ignacio Dancing Spirit Community Arts Center

OPTION LETTER #Insert # Here**SIGNATURE AND COVER PAGE**

State Agency Department of Local Affairs (DOLA)	DLG Portal Number Insert DLG Portal number for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Regional Manager Choose an item. DOLA Regional Assistant Choose an item.	Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

<p align="center">STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs</p> <p>By: _____</p> <p align="center">Rick M. Garcia, Executive Director</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

<p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p align="center">Beulah Messick, DOLA Controller Delegate</p> <p>Effective Date: _____</p>

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

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

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

a. For use with Option 1(a): In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

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

Quarter	Year	Due Date	Pay Request	Status Report
1 st (Jan-Mar)	2024	April 30, 2024	Yes	Yes
2 nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3 rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4 th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1 st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

b. For use with Option 1(b): In accordance with **Section 7(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and

REDI 22-307 – Town of Ignacio Dancing Spirit Community Arts Center

Grantee's Name, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

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

c. **For use with Option 1(c):** In accordance with **Section 7(D)(i).2** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

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

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P.O. Box 2179, Durango CO 81302-2179
150 E. 9th Street, Suite 207, Durango CO 81301
P: 970.259.1418 | F: 970.259.1298

MEMORANDUM

DATE: November 13, 2023
TO: Town of Ignacio Board and Staff
FROM: Lisa Bloomquist, Executive Director of HomesFund
RE: Guidelines for the Affordability Restrictions on the Rock Creek for-sale Homes

Following are guidelines for restricting the Rock Creek residences:

Property	<ul style="list-style-type: none">• All designated affordable for-sale homes in the Rock Creek development.• Each affordable home in the Rock Creek development is referred to as a "Unit."• These guidelines do not apply to rental units.
Purpose	<ul style="list-style-type: none">• The purpose of all guidelines and restrictions are to make the units affordable, and to retain affordability for future owners.
Seller	<ul style="list-style-type: none">• The initial seller of the Rock Creek affordable Units will be the Town of Ignacio.• Second and all subsequent sales of the Units will be the owner of the affordable home.
Restrictive Instrument	<ul style="list-style-type: none">• A deed restriction will be placed on the Units at the time of purchase/closing on the purchase of the Unit by a Qualified Buyer. The deed restriction shall constitute a covenant running with the property for the term described below and in the deed restriction.<ul style="list-style-type: none">○ The deed restriction may be a "classic" deed restriction, or,○ The deed restriction may be a "shared equity" deed restriction.
Right of First Refusal	<ul style="list-style-type: none">• If it is deemed necessary by the Town of Ignacio, HomesFund, board, and legal counsel for both, a Right of First Refusal may be filed against the Property.• Both HomesFund and the Town must be notified of, and given the opportunity to cure, a pending foreclosure.
Restriction Timeline	<ul style="list-style-type: none">• 30 years minimum
Buyer Income Restriction	<ul style="list-style-type: none">• The affordable homes must be purchased by families and individuals that have household income of less than 140% of the area median

	<p>income (“AMI”) in La Plata County at the time of both entering into a purchase contract and commencing sale of the affordable home.</p> <ul style="list-style-type: none"> ○ AMI levels are established by the Colorado Division of Housing (DOH) annually and are published on the DOH website. ○ AMI levels are by household size. Household size will be determined by HomesFund staff based on information provided by the homebuyer household. ○ HomesFund staff will determine a household’s income and eligibility to purchase the affordable home prior to the household entering into a contract to purchase the affordable home. ○ The HomesFund staff will follow the HomesFund Mortgage Assistance Loan Policies and/or Procedures for determining household income. ○ If a household that is not qualified to purchase the affordable home takes ownership of the affordable home, he/she/they shall be considered a non-qualified occupant in violation of the deed restriction. ○ Purchasers of the affordable homes must verify household income prior to contract to purchase, but they are not required to stay under the income limits while owning the affordable homes and income will not be re-verified while the household owns the affordable homes.
Buyer Asset Restrictions	<ul style="list-style-type: none"> ● Buyer’s assets may not exceed the asset limits for the HomesFund Mortgage Assistance Program. These asset limits may be adjusted by the HomesFund Board of Directors. <ul style="list-style-type: none"> ○ 2023: Maximum liquid assets of \$25,000. Maximum retirement account assets of \$150,000. ● Any buyer assets exceeding the asset limits must be invested into the purchase of the home/property. <ul style="list-style-type: none"> ○ If it is anticipated and calculated that the buyer’s assets will exceed the asset limits after closing on the purchase of the affordable home, that prospective buyer shall be ineligible for purchasing an affordable home.
Buyer/Owner Occupancy Restrictions	<ul style="list-style-type: none"> ● The Property must be the primary residence of the buyer/owner(s) at all times. <ul style="list-style-type: none"> ○ Additionally, the Property owner must occupy the Property as his/her/their home for a minimum of 9-months of the year. ● Short-term rentals are strictly prohibited.

	<ul style="list-style-type: none"> Long-term rentals are prohibited (exceptions may be granted on a case-by-case basis by HomesFund).
Workforce and Residency Restrictions	<ul style="list-style-type: none"> At the time of purchase, the buyer/owner must have lived in the five counties of the Region 9 Economic Development District for 1 year prior to purchase, or currently work 32 hours per week in La Plata County.
Price Restrictions	<ul style="list-style-type: none"> The Affordable Price will be established by the Town of Ignacio with assistance from HomesFund. <ul style="list-style-type: none"> A Pricing Guide memo was provided to Ignacio staff in September, 2023. If the Shared Equity model is implemented, the sale price will be the appraised value of the home. HOWEVER, the Buyer will get mortgages for an amount that is equal to the Affordable Price, and the difference between the sale price/appraised value and the Affordable Price will be secured by a shared equity lien. <ul style="list-style-type: none"> The Shared Equity model requires that equity gained from the home appreciation be shared between the program shared equity lien and the buyer. <ul style="list-style-type: none"> The Buyer/Program split is 25%/75% for other organizations that use this model. If the Classic deed restriction model is used, the resale price is determined through the following methods: <ul style="list-style-type: none"> Sales of the Property (from one owner to another) shall have a Maximum Sale Price of the Purchase Price paid by the Owner of the Unit plus an amount equal to three percent (3%) of the Purchase Price multiplied by the number of full years the Unit was owned by the Owner. <ul style="list-style-type: none"> If a purchase offer from a Qualified Buyer to buy the Property for ninety percent (90%) of the Maximum Resale Price, is not received within 120 days of listing the Unit on the Multiple Listing Service (MLS), the Owner may request that HomesFund purchase the Property. HomesFund shall have the right and option, but not the obligation, to purchase the Property. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property. HomesFund staff, or the staff of the HomesFund successors and/or assigns, must determine the Maximum Resale Price of the Property upon request from the Property Owner.

	<ul style="list-style-type: none"> ▪ The Property may not be listed for sale or sold at a price greater than the Maximum Resale Price.
Buyer Financing	<ul style="list-style-type: none"> • For Fannie Mae conventional financing to be available, the Shared Equity model must be used. It is likely that Freddie Mac will also force use of the Shared Equity model. If Fannie Mae and Freddie Mac conventional loan requirements are not met, these homes may be difficult to finance. • It is anticipated that purchasers of the Property will obtain financing from a mortgage lender or bank. <ul style="list-style-type: none"> ○ The deed restriction must be written in a way that is acceptable to mortgage lenders and/or banks so that the Property may be financed. ○ Qualified Buyers must meet the requirements for all sources of financing needed to purchase the Unit. • Mortgage/Downpayment Assistance from HomesFund or other nonprofit organizations may be used to increase affordability if funds are available and use of Mortgage/Downpayment Assistance <ul style="list-style-type: none"> ○ Qualified Buyers must meet the requirements for the HomesFund Mortgage Assistance Program, regardless of whether they are utilizing the HomesFund Mortgage Assistance Program.
Buyer Education/Counseling	<ul style="list-style-type: none"> • All prospective buyers of the Property must receive Homebuyer Education and Housing Counseling from HomesFund prior to entering into a contract to purchase the Property. • Qualified Buyers must demonstrate that they have a sustainable household budget, as determined by a HomesFund Housing Counselor.
Renovations/Improvements	<ul style="list-style-type: none"> • Any renovations or structural improvements to the Property must be approved in writing before they begin. • Improvements to the Property that increase its value may increase the Maximum Resale Price of the Property. <ul style="list-style-type: none"> ○ The policy around improvements and how/whether they can be made and how/whether they can increase the Maximum Resale Price of the Property will be outlined in the Deed Restriction. • All improvements to the Property must comply with local laws and any community rules or regulations. • All Property owners must perform necessary maintenance to the Property. If the property is not maintained, the Resale Price may be reduced.

Selling Process	<ul style="list-style-type: none"> • The seller may advertise and market the homes/properties in any way they see fit. • The seller is not required to use a Realtor (though they may) <ul style="list-style-type: none"> ○ HomesFund will not act as a Realtor or broker of the sale transaction (because there are no licensed Realtors on the HomesFund staff). • It is recommended that the buyer(s) of the homes be represented by a Realtor or attorney as they go through the purchase process. <ul style="list-style-type: none"> ○ The fees for the Realtor or attorney must be paid by the seller. Reduced fees may be negotiated.
Administration and Enforcement	<ul style="list-style-type: none"> • HomesFund will administer and enforce all occupancy and use covenants noted in the deed restriction. • HomesFund will conduct an annual occupancy audit to ensure that the Property is the primary residence of the Owner. • All purchase requirements and restrictions noted in the deed restriction will be verified before a contract for sale is executed.



P.O. Box 2179, Durango CO 81302-2179
150 E. 9th Street, Suite 207, Durango CO 81301
P: 970.259.1418 | F: 970.259.1298

MEMORANDUM

DATE: September 29, 2023
TO: Builders, Developers, and Supporters of Deed Restricted Housing in Ignacio
FROM: Lisa Bloomquist, Executive Director of HomesFund
RE: Pricing Guide for Affordable Homeownership Housing in Ignacio

This memo is to provide home pricing guidance to builders, developers, and supporters of affordable homeownership in Ignacio. It applies to pricing of affordable homeownership units that are restricted by deed restrictions or other means of preserving affordability.

Please note that there are many variables involved in a home purchase, and each homebuyer brings a different set of variables to their transaction. After the pricing guidance there are notes about some of the variables that can impact affordability and pricing.

Affordable homeownership homes that have restricted resale (through a deed restriction or other method) should be priced at a level that is affordable to the households eligible for purchasing the homes, that accounts for the market prices for homes and the discount needed because of the affordability restrictions, and that accounts for comparable rental prices. The following gives guidance for assessing these data points as of September 29, 2023. The guidance will change as the variables change, and the HomesFund staff are happy to adjust the guidance and variables as needed.

Pricing Using the Household Eligibility Method

Affordability restricted (deed restricted) homes should be priced at a level that is affordable for the target buyers of the homes.

To ensure that the pricing is affordable to the largest number of buyers possible, the pricing should not be based on the highest income possible, it should be based on the incomes of people 20% or more below the maximum income. For example, if a home (or community) is available for purchase for households with incomes up to 120% AMI, the pricing should be based on the income for households at 100% AMI. If pricing is based on households with incomes of 120% AMI the market will be too small because households with incomes of 120% AMI will be the only ones able to purchase the home.

Interest rates are variable and should be adjusted prior to completing any analysis. Daily interest rates can be obtained from [bankrate.com](https://www.bankrate.com):

[bankrate.com/mortgages/mortgage-rates/?disablePre=1&mortgageType=Purchase&partnerId=br3&pid=br3&pointsChanged=false&purchaseDownPayment=150000&purchaseLoanTerms=30yr%2C5-1arm%2C5-6arm&purcha...](https://www.bankrate.com/mortgages/mortgage-rates/?disablePre=1&mortgageType=Purchase&partnerId=br3&pid=br3&pointsChanged=false&purchaseDownPayment=150000&purchaseLoanTerms=30yr%2C5-1arm%2C5-6arm&purcha...)

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Compare current mortgage rates for today

[Advertiser Disclosure](#)

Written by [Jeff Ostrowski](#) | Reviewed by [Greg McBride, CFA](#)

On Thursday, September 28, 2023, the national average 30-year fixed mortgage APR is 7.84%. The average 15-year fixed mortgage APR is 6.94%, according to Bankrate's latest survey of the nation's largest mortgage lenders.

At Bankrate we strive to help you make smarter financial decisions. While we adhere to strict [editorial integrity](#), this post may contain references to products from our partners. Here's an explanation for [how we make money](#).

For this analysis, and to have interest rate cushion, I have rounded up to 8.0% for a 30-year fixed mortgage.

	# People in Household	100% AMI	Income Available for Housing (Monthly)	Estimated Taxes	Estimated Insurance	Estimated HOA	Estimated Mortgage Insurance	Available for P&I	Estimated Interest Rate	Home Price
2-Bedroom	3	\$93,600	\$2,600	\$150	\$150	\$150	\$75	\$2,075	8.0%	\$283,000
3-Bedroom	4	\$103,900	\$2,886	\$150	\$150	\$150	\$75	\$2,361	8.0%	\$322,000

Using the household eligibility method, pricing for a 2-bedroom home should not exceed \$283,000, and pricing for a 3-bedroom home should not exceed \$322,000.

As noted above, interest rates fluctuate, and interest rates have a significant effect on the calculation above. Higher interest rates will result in lower home prices, and lower interest rates will result in higher home prices.

Pricing Using the Market Comparable Method

Homes that are affordability restricted need to be priced 20-30% below market-rate comparable units. This is because affordability restricted homes limit the appreciation that homeowners can gain, and they limit the potential buyers for the affordable unit. For a buyer to accept these restrictions, affordable units need to be priced below comparable market-rate units.

To determine the market rate for the units, it is recommended that a Realtor who is familiar with the area be contacted and presented with sketches of the proposed homes/units. The Realtor should be able to provide an estimate of value that will establish the market price for the units. The deed restricted price should be 20-30% below the market price.

An estimate may also be done if there are comparable properties listed on Realtor.com or Zillow.com. As of September 29, 2023 there are no comparable properties in Ignacio listed on Realtor.com or Zillow.com.

A marker for guiding prices in the deed restricted communities in both Ignacio and Bayfield is the Fox Farm community. The following advice was provided to the Bayfield developers of affordable housing:

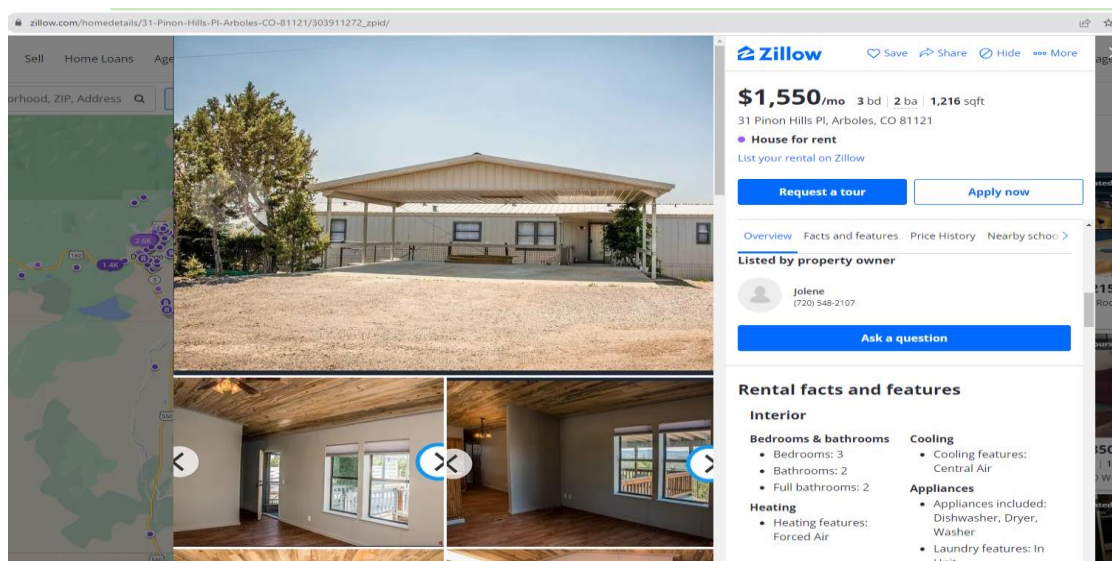
Additional comparable units include the townhomes in Fox Farm Village. Though the Fox Farm Village units are deed restricted, the deed restriction does not limit the sale price of the homes. As of September 28, 2023 there are two Fox Farm Village homes listed for sale – 721 Jacobs Lane is a 3-bed 2.5-bath townhome listed for \$315,900, and 698 Foxfarm Circle is a 3-bed 2-bath townhome listed for \$312,000. Though homes in Cinnamon Heights or Pine River Commons will be nicer and newer than the Fox Farm homes, they will have more significant deed restrictions, and thus the pricing should be similar to the prices that the Fox Farm homes are being sold at.

Pricing Using the Rental Comparable Method

Deed restrictions diminish some of the benefits of homeownership, including the ability to gain equity at market rates. Because deed restricted homes don't have the same benefits as market rate homes, eligible households will compare the cost of deed restricted homeownership to the cost of renting, but with people being willing to pay slightly more for deed restricted homeownership because some of the benefits of homeownership remain. The monthly cost of a deed restricted home should not be more than 110% of the monthly cost of a comparable rental home.

As of September 29, 2023 there are no comparable rental units in Ignacio. It is recommended that parties performing this analysis work with a Realtor or property manager to determine comparable rental unit prices.

As an estimate, and for the sake of example, the following rental in Arboles is roughly comparable to the proposed deed restricted townhomes in Ignacio:



Rent of \$1,550 x 110% = \$1,705/month.

\$1,705/month translates to a purchase price of \$160,000.

The example above is not directly comparable to the deed restricted homes in Ignacio, so the other methods for determining price should be given more weight.

Conclusion

The household eligibility method is the most precise, and it is recommended that the pricing guideline of, **“Using the household eligibility method, pricing for a 2-bedroom home should not exceed \$283,000, and pricing for a 3-bedroom home should not exceed \$322,000”** be followed. It is recommended that the Rock Creek homes be priced as low as possible to accommodate for as many low- and moderate-income residents as possible, and to overcome the affordability gap caused by high interest rates.

Variables

Every variable noted above is subject to change. Interest rates will change, as will the AMI level incomes of eligible homebuyers; comparable sales will vary, as will comparable rentals. The pricing recommendations above are for a snapshot in time on September 29, 2023. It is recommended that this analysis be re-performed regularly. The HomesFund staff may assist in any way requested.

Other Factors

There are a variety of other factors that affect how much an eligible household may be able to pay for a deed restricted house. Households that meet the eligibility criteria for purchasing a deed restricted house may have assets, gifts, or other assistance programs that impact their ability to purchase a home. Though some eligible households may have these resources, many won’t, and they should not be assumed or counted on.

Mortgage/Downpayment Assistance

HomesFund has a Mortgage/Downpayment Assistance program through which loans of up to 30% of the purchase price (up to \$150,000) are available to eligible homebuyers with incomes below 100% AMI. These assistance loans are shared appreciation loans that have 0% interest and no monthly payments—they are due along with a proportional share of the appreciation gained when a homeowner household sells, transfers, or refinances the property with cash out, or if they are no longer the primary residents of the homeowner. HomesFund’s Mortgage/Downpayment Assistance program has helped more than 370 households to purchase homes. The HomesFund Mortgage/Downpayment Assistance Program is currently available to eligible homebuyers, but funding is limited, and the program may not be available when the Rock Creek project is completed. It is suggested that the HomesFund Mortgage/Downpayment Assistance programs be viewed as a way to supplement the affordability of the homes to help get lower-income families into them, rather than as a way to increase the price of the homes. However, if you

need to count on Mortgage/Downpayment Assistance, it is likely that \$43,700 in assistance will be available to households with incomes under 100% AMI.

Special First Mortgage Programs

Special first mortgage programs with low interest rates may be created, and those programs may facilitate the purchase of deed restricted homes by low- and moderate-income households. As of September 29, 2023 these programs have not yet been created, and they cannot yet be counted on.

If you have any questions or concerns about this memo, please contact Lisa Bloomquist at lisa@homesfund.org or 970-259-1418x5. Thank you.



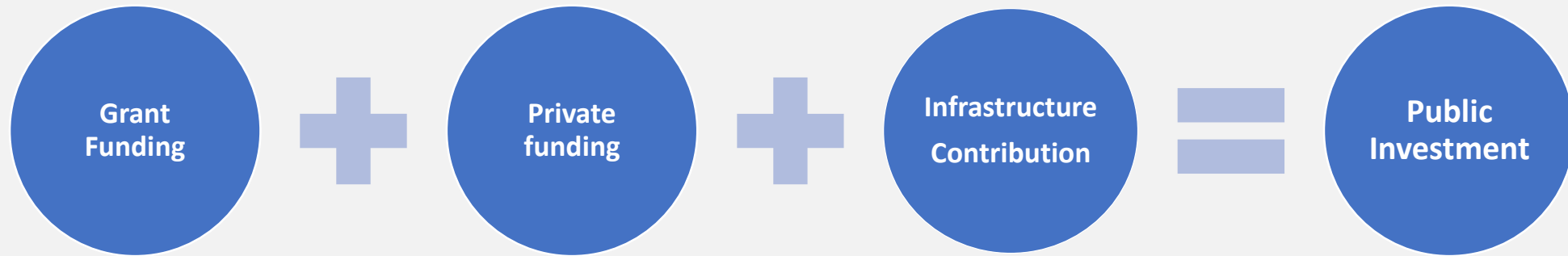
Shared Equity Homeownership

What is SEH?

Shared Equity Homeownership is a self-sustaining model that takes a one-time public investment to make a home affordable for a lower-income family and then restricts the home's sale price each time it is sold to keep it affordable for subsequent low-income families who purchase the home.



What is a Public Investment?



The one-time public investment can come from a variety of sources including, Federal, State & Local grant funding, Private funding, and Investment in infrastructure.

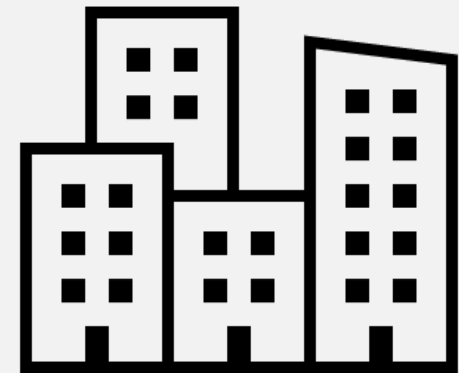
Community Land Trusts (CLT)

- A family or individual purchases a house that sits on land owned by the community land trust.
- The purchase price is more affordable because the homeowner is only buying the house, not the land.
- The homeowners lease the land from the community land trust in a long-term (often 99-year), renewable lease.
- The homeowners agree to sell the home at a restricted price to keep it affordable in perpetuity, but they may be able to realize appreciation from improvements they make while they live in the house.



Limited Equity Cooperatives (LEC's)

- Residents purchase a share in a development (rather than an individual unit)
- Frequently found in multifamily buildings, mobile home parks, but can also be used in townhomes, single-family homes
- The resident commits to resell their share at a price determined by a formula
- Price restrictions in the formula limit the equity that LEC residents can gain when they sell their share, which maintains affordability.



Deed Restrictions

- Homeowner owns the Home and Land
- Subsidy is used to reduce the mortgage amount in which the homeowner needs to qualify.
- Restrictions are put in place to ensure owner qualification and resale price via a resale formula.
- Renews each time the home is sold, keeping the home affordable in perpetuity.
- Homeowner gains equity through increased appreciation plus principle that is paid down through time of ownership.



Benefits

What are the Benefits of Shared Equity Homeownership?



Statistics

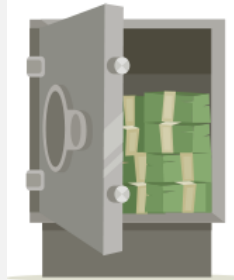


95%

of shared equity homes are priced affordably (under 30% of monthly income) for households earning 80 percent of AMI or below

7 out of 10

shared equity homeowners are first-time homebuyers



The median shared equity household accumulates

\$14,000

in earned equity.
(compared to a median initial investment of \$1,875)

6 out of 10



shared equity homeowners use their earned equity to eventually purchase a traditional market rate home.



Over 99%

of shared equity homes avoid foreclosure proceedings

The share of minority households living in shared equity homes increased from

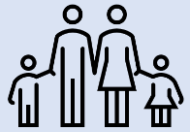
13% to 43%

(1985-2000)

(2013-2018)



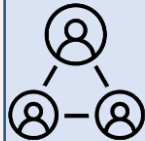
Target Market



Young Families



Lifetime Renters



Minority Households



60% - 100% AMI

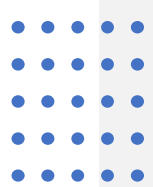


First-time Homebuyers


“..significant housing available for low-income families
otherwise locked out of homeownership.”



NeighborWorks Southern Colorado Shared Equity Homeownership Program



Operates through a deed-restriction where the homeowner owns the land and home. Subsidy is used to reduce the purchase price and restrictions are put in place to ensure owner qualification and resale price via a re-sale formula.

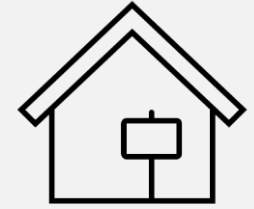
- Uses a 99-Year Deed Restriction
 - Restricts the home to qualified buyers and the amount in which it can be sold through an appraisal-based resale formula
 - Renews with each purchase, keeping the home affordable in perpetuity.
 - Approved by Fannie Mae and Freddie Mac
 - Listed on the Duty to Serve list of approved programs
- 

How it Works

The first family builds wealth and then “pays it forward.”

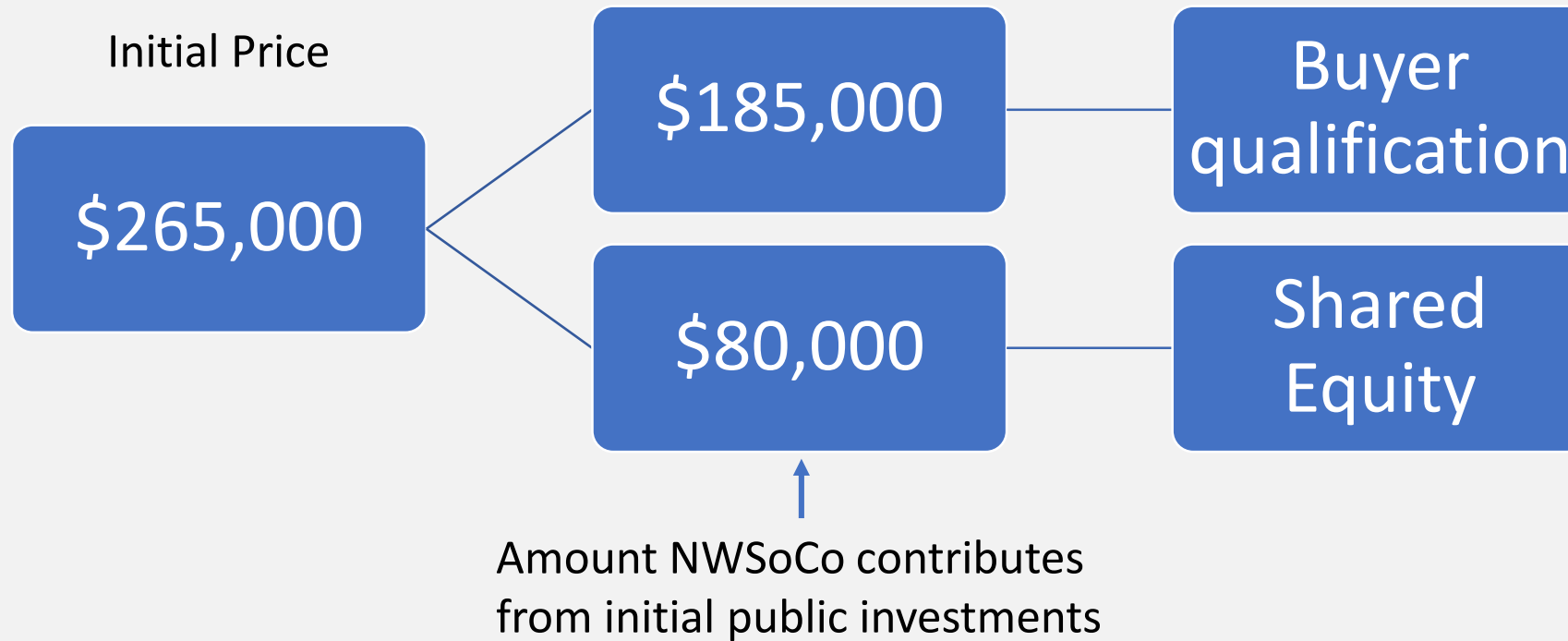


Restrictions



- Must be a first-time homebuyer based on HUD's definition (some exceptions apply)
- Meet the AMI requirements.
- Home must be owner occupied
- Does not allow for Capital Improvements that increase value by 5% of the base price of the home. (without approval)

Shared Equity

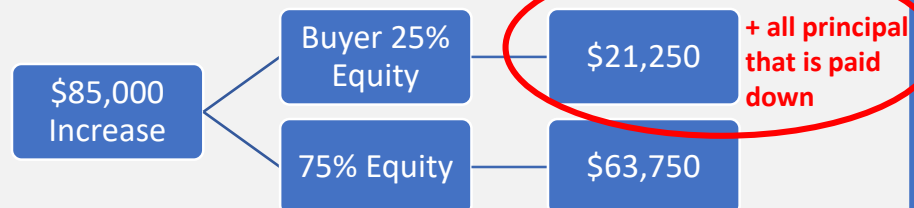


Initial Buyer Purchase

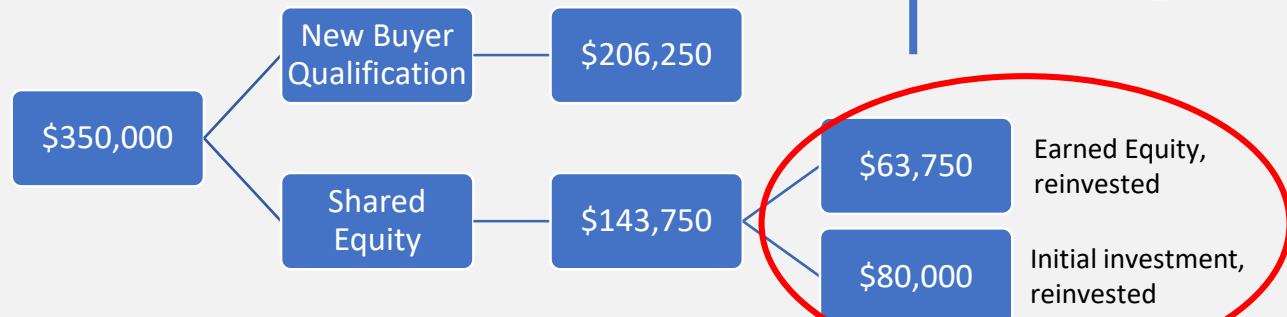


Example:

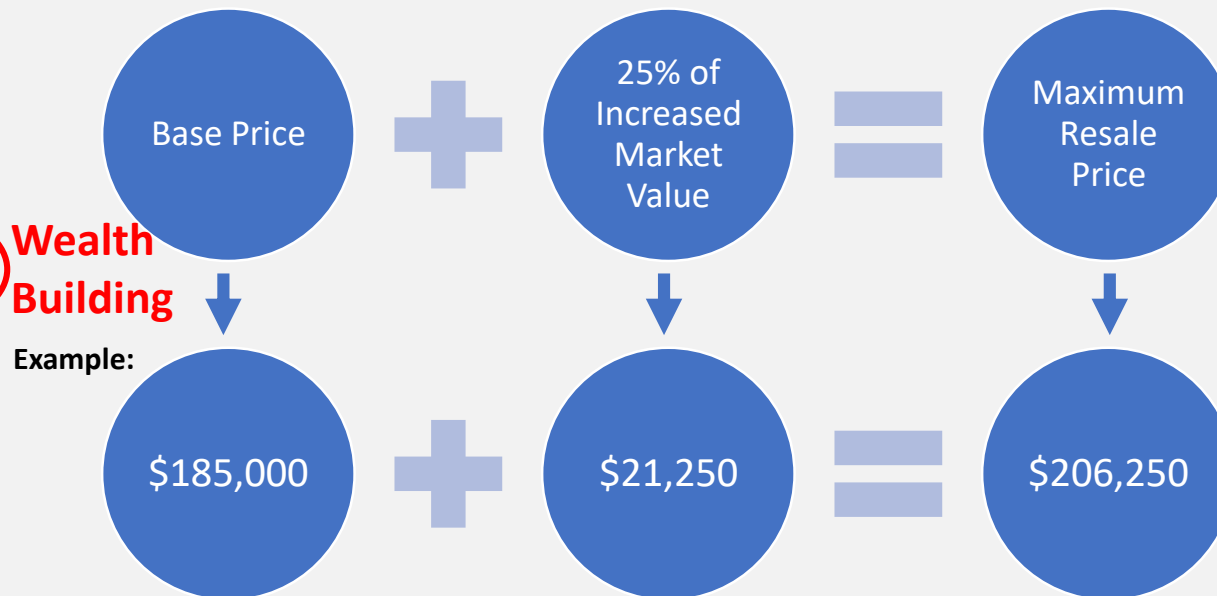
New Home Value Upon Resale - \$350,000



New Buyer Purchase



Resale Formula



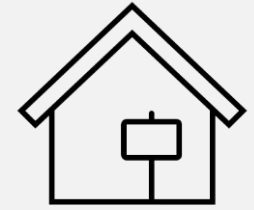
Wealth Building

Example:

Public Investment Grows!

Upon selling, the homeowner would be responsible for a 3% resale fee

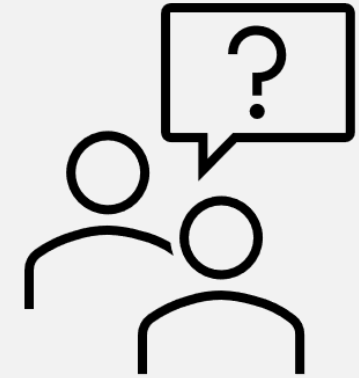
Effects Upon Resale



Homeowner

- Is responsible for a resale fee of 3%.
- Resale price will be determined by an appraisal once an intent to sell notice is received.
- Builds wealth with all principle that has been paid while occupied plus 25% of the increased market value.

Questions?



Contact us @

Tamara Pleshek
Real Estate Manager
tpleshek@nwsoco.org
(719) 423-4710

Ashleigh Winans
CEO
awinans@nwsoco.org
(719) 423-4928



nwsoco.org



COLORADO

Hazardous Materials & Waste Management Division

Department of Public Health & Environment

November 3, 2023

Mark Garcia
Town Manager
Town of Ignacio
P.O. Box 459, Ignacio, Colorado 81137

**RE: Acceptance Award for Phase I and II Targeted Brownfields Assessment - ELHI Community Center,
115 Ute Street, Ignacio, La Plata County, Colorado**

Dear Mr. Garcia,

On October 11, 2023, the Colorado Department of Public Health and Environment (CDPHE) received a Targeted Brownfields Assessment (TBA) Assistance Application (the application) from the City of Delta (the Applicant). The application requests assistance pursuant to the Small Business Liability Relief and Brownfields Revitalization Act ("Brownfields Law", P.L. 107-118). The Application was submitted for the property identified in the Application and listed herein generally as, the ELHI Community Center at 115 Ute Street in Ignacio, Colorado and encompasses approximately 4.98 acres.

CDPHE conducted a review of the application on the above-referenced property and determined that the Site is eligible for assistance pursuant to the Brownfield Law P.L. 107-118. Therefore, CDPHE approves the application and will conduct/provide the following TBA services to the Applicant:

- 1) Conduct a Phase I Targeted Brownfields Assessment for liability relief.
- 2) Conduct a Limited Phase II Targeted Brownfields Assessment for liability relief and remedial alternatives for user protections.

CDPHE schedule commitments are not outlined herein, as TBA activities will be conducted according to CDPHE staff availability.

Based on the information provided by the Applicant concerning the Site, identified in the application and listed herein generally as, the Site, it is the Department's pleasure to award Brownfields Grant Assessment Assistance in the form of a Phase I and Phase II TBA to the Applicant.

If you have any questions, please contact Kathleen Knox at (303) 692-9544.

Sincerely,

Mark Rudolph
CDPHE Brownfields Coordinator



Colorado Department of Public Health and Environment
Targeted Brownfields Assessment Application
Town of Ignacio, Colorado
September 27, 2023

Link to CDPHE [Application guidelines for targeted Brownfields assessment or voluntary cleanup assistance](#)

1. Contact Person

- Name: *Mark Garcia*
- Telephone number: *970-563-9494 office; 970-398-0573 cell*
- Fax Number: *N/A*
- Postal address: *PO Box 459, Ignacio, CO 81137*
- E-mail address: *mgarcia@townofignacio.com*

2. Site/Project location

- Site name: *ELHI Community Center/Ignacio Colorado*
- Site address: (including city, county, zip code) *115 Ute Street, Ignacio, La Plata County, CO 81137*
- Total site acreage: *4.98 acres*
- If available, **provide a map** of the site (preferably its latitudinal and longitudinal location on a USGS topographical quadrangle map): *Lat: 37° 6'56.35"N Long: 107°37'54.72"W*
- Amount of delinquent property taxes (if any): *None*
- Assessed value of the property: *\$379,300 (tax exempt)*

3. Site History and Current Status

- Briefly describe the known past and current uses of the site.
 - *Description: ELHI is an old school building that has served as both an Elementary (EL) and High (HI) school at various times, thus the name ELHI. The current facility was not used by the Ignacio School District (District) and in 2014 was leased to the ELHI (Education, Literacy, Health, Inspiration) non-profit organization who provided space for various other non-profits and other community organizations. The ELHI website is: www.theelhiignacio.org. The Town of Ignacio (Town) has negotiated a Lease Purchase Agreement (Agreement) with the District for this facility.*
- Describe local/state/federal regulatory involvement at the site (e.g. whether CDPHE or EPA has already invested funds in the property or if there is an ongoing or planned state/federal enforcement action at the site). Information should include whether or not there has ever been a response action taken at the site either under CERCLA or RCRA.
 - *There is no regulatory involvement from any agency and no funding has been invested.*

Colorado Department of Public Health and Environment
Targeted Brownfields Assessment Application
Town of Ignacio, Colorado
September 27, 2023

- Describe environmental conditions, including level and type of contamination (if known) and a summary of any known past environmental investigations. Summarize past and present developer interest.
 - *The District completed a facility assessment in 2010 which identified asbestos in a portion of the building, and the District previously removed asbestos materials from the building. The Town completed a facility assessment (without hazmat) in 2022 and the final report deemed the building has exceeded its useful life. Both of these reports are available for submittal.*
 - *Currently, there are no interested developers. The Town has been in direct negotiations with the District and intends on retaining ownership until a redevelopment plan is completed. Future discussions with developers may result from the redevelopment plan and details.*
- Describe past, current, and future ownership status. If property is not owned by applicant, describe how applicant anticipates obtaining access to property in order to conduct assessment activities.
 - *The Town has entered into a Lease Purchase Agreement (Agreement) with the District for the purchase of the building and is functioning currently on lease terms denoted within the Agreement. Purchase terms are subject to a number of closing conditions including the completion of the Phase I Assessment. The Agreement terms require three (3) equal payments with the final payment due in 2025 and the District is amenable to when payments are executed. Ideally, the first payment would be completed this year if the Phase I work is completed. Under the Agreement, the Town maintains full access to the property.*

4. Project Period and Budget

- State the desired project completion time period and schedule.

The Town is functioning as a Lessee in accordance with the Agreement but is prepared to execute the first Purchase payment when conditions are cleared, including the Phase I work. The Town has executed a one-year lease with the ELHI non-profit which is allowed under the Agreement with the District. The Town is seeking planning grants from DOLA for a full redevelopment plan for the site. This effort will focus on community coalition building and outreach and consider all redevelopment opportunities for the site, which is potentially the most significant property in the downtown core. Ideally this work will be completed in late 2024.
- Provide a budget page showing a breakdown of assessment activities and estimated costs.

A Capital Improvement Fund is established within the Town budget and has 2023 funding denoted for ELHI property work and other improvements. The 2024 budget will detail additional funding for property and Phase II work that hopefully will be supplemented with future grant funds. Future demolition funds will be budgeted once the ELHI non-profit is out of the building and the redevelopment plan is complete.

Colorado Department of Public Health and Environment
Targeted Brownfields Assessment Application
Town of Ignacio, Colorado
September 27, 2023

5. Assurance of Future Redevelopment of the Site

- Describe how the site ownership will be controlled (i.e., publicly owned either directly by a municipality or through a quasi-public entity, such as a community development corporation). Privately owned sites need to provide a substantial public benefit or a clear means of how CDPHE expenditures will be recouped either through an agreement or lien. Describe the roles of all other key stakeholders in the project (i.e., community organizations, state involvement, city involvement, etc.).
 - *The executed Agreement requires the Town to complete three (3) annual payments to the District and the Town anticipates completing the all payment in 2025. The Town will own the property and will consider site redevelopment options to be identified in the redevelopment plan. A community center is anticipated and possibly mixed use development options for complimentary commercial and residential uses, along with much needed community space. No other stakeholders or development partners have been considered.*
- Describe efforts directed towards community involvement (i.e., is the community aware of the project, and do they support the proposed redevelopment?). If community is not aware of the project, what are the plans to involve the community?
 - *The Town completed public hearings during the execution of the Agreement earlier this year (2023) and limited community comments were fielded. Moving forward, the anticipated redevelopment plan will have an extensive community outreach and engagement process which seeks community input on various redevelopment options.*
 - *The Town has a grant with the CU Technical Assistance program (CU UTA) and they have been working on a downtown redevelopment plan for the downtown core, which includes this site. This work is completed by university master degree architectural and planning students. This work included a community outreach phase for which gathered community and stakeholder input on potential downtown redevelopment. The CU UTA work identified ELHI as key to the downtown core and future redevelopment. This work will be used to move the full downtown redevelopment planning effort forward and the Town has submitted a grant to DOLA for this planning effort and anticipates funding this fall. The ELHI non-profit has participated in the CU UTA work and is a stakeholder in future redevelopment discussions and plans.*
- Identify cleanup-funding sources (i.e., direct or leveraging of funds and availability of financial incentives such as TIF's).
 - *This Phase I Brownfield Assessment application is the first step in cleaning up this site and this assessment will help us better understand all cleanup requirements and efforts needed on the site. Phase II work will require funding and CDPHE and other funding opportunities will be sought including grants, Congressional Direct Spending, and other sources of funding.*

Colorado Department of Public Health and Environment
Targeted Brownfields Assessment Application
Town of Ignacio, Colorado
September 27, 2023

- Describe redevelopment plans (i.e. the desired future use of the site, the likelihood of redevelopment, and how the site fits within overall redevelopment plans).
 - *This site provides a unique opportunity to shape and create a new downtown environment with a mix of uses that will give Ignacio a new downtown feel and local pride. The Town has identified this site as a key property within the downtown core and it adjoins Town facilities. This identity is what fueled the Town's acquisition of the property. Initial ideas were to utilize the current facility but analysis determined the building has hazards and has exceeded its useful life. There are key facilities located adjacent and near the ELHI and redevelopment will help further anchor these key facilities within the downtown core. Understanding the extent of the current ELHI is the first step in a full redevelopment process.*
- List any commitments in place that provide evidence that this brownfields or voluntary cleanup site will be cleaned up and redeveloped, and is capable of becoming an operating business that provides jobs for the community or will become an asset to the community.
 - *The Town is currently working on multiple DOLA grants for downtown redevelopment plans. The Town has also pursued Congressional Directed Spending requests and has been in consideration but not selected due to complications with the District's ownership, but hopefully future funding can be pursued for this project and the larger downtown redevelopment effort.*

6. Benefits

- Explain how site revitalization will serve to spur further beneficial activities at nearby locations.
 - *The Town understands the importance of this site and how revitalization will provide many beneficial opportunities. The Town took the lead in acquiring the property from the District and these negotiations were not easy with the District seeking to maximize their proceeds for future teacher housing expenses. The draft report from CU UTA states, "the Town has identified that an incredible opportunity exists to look at the downtown core area along Goddard Avenue, the public spaces and buildings and Town Hall." The draft report states further that redevelopment "allows for better public space, building use and downtown identity. A town square example has been identified by the town as a potential for community space growth. The ELHI Community Center is an unmatched town resource. It is an anchor to the downtown core that brings the community together around lively activities such as arts programs as well as providing necessary resources to the community such as food pickup for those facing food insecurity." These statements help illustrate the site revitalization opportunity.*
- Describe how site redevelopment will benefit the community.
 - *The Town is lacking critical downtown open space and the current Town Hall facilities are located downtown and adjoining this ELHI site. The Town anticipates removing Town facilities to create a key downtown open space that will then open up connectivity to the*

Colorado Department of Public Health and Environment
Targeted Brownfields Assessment Application
Town of Ignacio, Colorado
September 27, 2023

ELHI site, which will provide a number of community spaces for a community center and mixed used development. The CU UTA material illustrates the significance of the site and how it ties into adjoining downtown redevelopment opportunities.

- State whether a direct health environmental threat will be mitigated.
 - *Currently there are no direct health environmental threats on the site as long as asbestos materials and lead based paint are not disturbed by tenants. These threats will be removed during the site cleanup process.*

Ignacio Police Department Kp

Monthly Report – November 2023

In your packets are two memos from me regarding the liquor license renewals for Pinion Liquors and the Side Kick Lounge. There have been no liquor law violations at either business and they are good for renewal.

The Town and Colorado Fingerprinting are now "Open for Business". The Town will be able to offer our community fingerprinting services that otherwise, would be available in Durango.

I have been participating the County wide Hazard Mitigation Plan for 2023-2026. If you are interested in viewing the Plan, please refer to La Plata Counties website and click, search and Hazard Mitigation. It's very informative as to the hazards in La Plata County and specifically, Ignacio.

And lastly, on Friday, December 1, 2023, we will assist with the Taste of Christmas/Light Parade. It will start at 5:30PM and the main events will happen at the Library and the Elhi building. Hope to see everyone there !

If you have any questions or concerns, please contact me at the office or 563-4206. Thanks.



Town of Ignacio

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

970/563-9494 
townofignacio.com 

Public works Department Staff Report

11/7/2023

Compliance

Code enforcement for last month.

920 Browning – Over growing trees and weeds around property. Owner was called and message was left to notify them.

120 Romero – Fowls not allowed in town limits. Talked with home owner about issue, they are going to move fowls soon.

120 Maple – Blue SUV on street needs to be moved before winter for snow removal. Talked with home owner on issue.

415, 425, 435, 445 Browning – Over growing weeds and trees on to alley way. Letters were hand delivered to properties.

385 Browning – Person living in tent behind property.

East of 595 Burns on the side of the hill – Person living in tent, issues was reported to the Police Department.

Lionel Flores
Town of Ignacio





Town of Ignacio

P.O. Box 459
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970/563-9494 
townofignacio.com 

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

Sewer and Storm Drain System

Monthly line flushing
System maintenance and repair
State compliance training and filing
Have identified several problem areas in the Sanitary sewer system that need repaired
Received our permit From CDOT 11/6/2023 to proceed with Phase 1 of the Browning storm drain project

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





Town of Ignacio

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townofignacio.com 

Irrigation System

System maintenance and repair
Monitor irrigation pond levels
Irrigation will Be shut down by 10/13/2023
System drained

Parks

Repair two levies on the river inlet for Town Park
Replaced irrigation pump at Campbell Park
Irrigation main repair at Town Park
Low water level at the pond inlet addressed
System winterized

Roadways and Alleys

Drainage maintenance and repair
Street sweeping
Pot hole repair

General Maintenance

UNCC locates completed filed and reported
Daily and weekly trash collection
Daily Utilities issues and complaint call outs addressed
Maintain and clean up the burn pile area
Tree removal

Equipment and Vehicles

Daily maintenance
Monthly maintenance
Repair vehicles and equipment





Town of Ignacio

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

970/563-9494 📞
townofignacio.com 🌐

Building code enforcement

Subject:

10/05/2023

Town of Ignacio Building Construction / Inspection Cross Connection Control Program

From: Garry Montoya

To: Jeremy Mickey

- 610 Browning Exterior panel and window replacement. Permit issued and approved on 4/24/2022 Estimated completion Oct. 2022 (Owner: Luis Valenzuela) Note: Pending investigation (IPD -CBI) 10/05/23 No change. Inquire from
- New Residence for Rokfur, LLC. Lot 4 Walker First Add. 150 County Road 320A. Building permit issued on 3/24/22. Build plans on hold per per-Jeff Seales (Owner- Contractor) New inquiry on building 2/7/23. Owner wants to revise initial build process. Scheduled Meeting on 2/8/23 Building permit application submitted on 3/27/2023. Under review. Building permit approved on 3/29/03. Under construction. Inspected footing for concrete on 4/11/23. As of 5/01/23 Framing is in process. Framing inspected on 6/29/23. Inspected insulation on 7/06/23. Drive way footing n process 10/05/23
- 457 Burns Ave. Jeremy Schultz (Owner) Residence remodel... Build permit issued on 9/14/22 (No current information or status or progress as of 2/6/23) Contacted Owner on 3/15/2023. Work in process. Estimated completion May 2023. Status has not changed 6/29/23. Demolition permit issued on 7//12/23, Project completed. Residence is near completion 10/05/23
- 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 10/05/23





Town of Ignacio

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Ignacio, CO 81137

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- 500 Tranquilo Ct. New construction. Single Family Residence Shane Roukema (Owner -Contractor. Building permit application approved on 12/14/22
Permit paid and issued on 1/11/23 Footing inspected on 3/20/23 Stem wall inspected on 3/27/2023. As of 5/01/23 Framing is in process. Roof inspected on 5/4/23. Framing inspected on 5/9/23. Rough in plumbing has been inspected on 6/5/23 Sheet rock inspected on 6/22/23. Build is near completion. Waiting on sewer, water and gas taps to be paid. 8/03/23. Residence completed COO issued on 8/14/23
- 355 Goddard Ave. Restaurant Interior remodel, Cuevas and J. Rosas (Owner Contractor) Building permit Issued on 12/15/22. Excavation permit issued on 1/20/23 for new gas line install. Note: New gas line installed and inspected on 2/01/23. Interior remodel near completion. San Juan Basin Health is scheduled mid-June for inspection. No status changes 10/05/23
- 455 Shoshone Margret and Butch Gomez (Owner) Residence remodel. Building Permit Issued on 1/26/23. Contractor Gary Hansen. As of 5/01/23 Remodel in process. Sewer was filmed on 10/04/23 awaiting results.
- 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
- 535 Goddard Farmers Fresh Market Ezra and Brook Lee. Tortilleria addition to the building. Building permit issued on 6/27/23. Complete, now in full operation. 10/02/23
- 515 Burns Ave. Roger Kimsey contractor. Remodel and renovation. Building permit and excavation permit issued on 7/20/23. No progress 10/5/23
- 107 Piedra Ave Craton Godac. New back yard shed construction. Excavation permit issued on 5/25/23. Building permit issued on 6/1/23. Inspected footing on 6/1/23. Inspected framing on 7/7/23. Near completion 10/5/23
- 630 Goddard Ave. Travis Kirkpatrick Owner. KP Venture properties Remodel. Interior wall removal for access to 640 Goddard KW Pawn shop.



Town of Ignacio

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

970/563-9494 
townofignacio.com 

Building permit approved and issued on 9/29/23. Renovation in process
10/5/23

Cross Connection Control Program

CDPHE Regulation 11.39 (3) Cross Connection Control

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

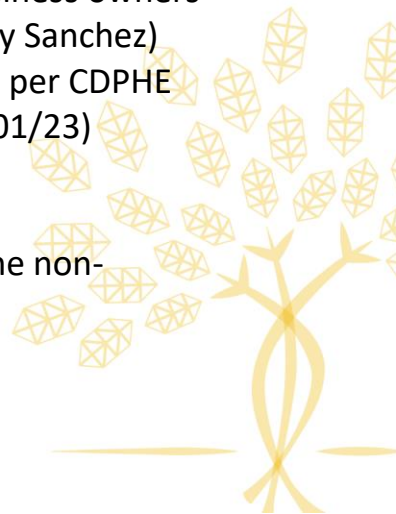
All assemblies that are not in compliance have been recognized and the owners have been notified. 14 Assemblies of 14 not tested in 2022 have been tested. 6 business remain non-compliant. A date has been established. All business owners that are non-compliant have 30 days (March 31) for compliance. (Ray Sanchez)

Note: Testing compliance ratio has been achieved (90 %). Acceptable per CDPHE Requirements, goal is to achieve 100% compliance. (Ray Sanchez) 5/01/23)

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





Town Clerk / Treasurer Report

November 2023

Honorable Mayor and Trustees,

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

Clerk:

- The minutes from the October 9 Board Meeting are on the drive for your review.

Treasurer:

- The Accounting Reports for October are included in the consent agenda.
- We will continue discussions on the Draft 2024 Budget during the Work Session immediately following the Executive Session.

Utilities:

- The rate for October was set at the Tribal rate plus 10%; the same will be true for the remainder of the year.

Licenses:

- Animal: 54 current licenses
- Business: 73 current licenses
- Business Service Licenses: 69 current licenses
- Liquor Licenses: Sidekick Lounge and Pinon Liquors have submitted their renewal applications; there are memos from Chief for each of these establishments. They are in the consent agenda, as they are standard renewals.

Human Resources:

- Work is continuing on the Policies and Procedures Manual.

Events:

- November 23 and 24 – Town Hall Closed in Observance of Thanksgiving
- December 8 – Annual Holiday Party at 5:30 PM at the Casino
- December 11 – Next regularly scheduled Board Meeting; HOWEVER, this is when Leonard C Burch Day is observed, and Town Hall will be closed. Please consider whether you want to move the meeting up to the 4th or back to the 12th. All the resolutions and ordinances regarding the budget need to be adopted by December 15.

Meetings Attended:

- Ignacio Creative District Board Meeting & Work Session, Chamber of Commerce Board Meeting and General Membership Meeting.

Miscellaneous:

- The La Plata County Planning Commission approved the attached resolution, amending the Durango District Plan to add certain territory and amending the Florida Mesa District Plan to remove same territory, and consider land use designation amendments to the Durango District Plan, by a vote of 3-2. Pursuant to La Plata County Land Use Code, 64-1.II.D.3, “After adopting a comprehensive plan or amendment, the PC shall certify a copy to the board and to all municipalities within the county. For purposes of this section, certification shall be interpreted as delivering a copy of the comprehensive plan or comprehensive plan amendment along with a letter signed by the chair of the PC indicating the adoption action taken on the comprehensive plan or comprehensive plan amendment.” The second attachment is the signed letter from the La Plata County Planning Commission Chair.

Please contact me with any questions. Thank you.

Tuggy

RESOLUTION NO. 2023-1-PC

A RESOLUTION OF THE PLANNING COMMISSION OF LA PLATA COUNTY, COLORADO AMENDING THE DURANGO DISTRICT PLAN TO ADD CERTAIN TERRITORY AND AMEND THE FLORIDA MESA DISTRICT PLAN TO REMOVE SAME TERRITORY; AND CONSIDER LAND USE DESIGNATION AMENDMENTS TO THE DURANGO DISTRICT PLAN

WHEREAS, C.R.S. § 29-20-102 provides that it is the policy of this state to provide broad authority to local governments to plan for and regulate the use of land within their respective jurisdictions to provide for planned and orderly development and a balancing of the basic human needs of a changing population with legitimate environmental concerns; and

WHEREAS, C.R.S. § 30-28-106 provides that it is the duty of a county planning commission to make and adopt a master plan, with accompanying maps, for the physical development of the unincorporated territory of the country; and

WHEREAS, C.R.S. § 30-28-108 provides that a county planning commission may adopt the county master plan as a whole by a single resolution or, as the work of making the whole master plan progresses, may adopt parts thereof and that the commission may amend, extend, or add to the plan or carry any part of it into greater detail from time to time; and

WHEREAS, C.R.S. § 30-28-109 provides that the county planning commission shall certify a copy of its master plan, or any adopted part or amendment thereof or addition thereto, to the board of county commissioners of the county and to all municipalities within the county; and

WHEREAS, the La Plata County Board of County Commissioners and the City of Durango entered, in December 2013, into the 2013 Temporary Intergovernmental Agreement Regarding Joint Land Use Planning Between the City of Durango, Colorado and La Plata County, Colorado (the "Temporary Joint Land Use IGA"), effective January 1, 2013, which provided a framework to regulate the use of land identified on the Joint Planning Area Map (the "JPAM"); and

WHEREAS, the La Plata County Board of County Commissioners and the City of Durango executed the First Amendment to the Temporary Joint Land Use IGA on August 20, 2013, in which the JPAM was amended; and

WHEREAS, on December 12, 2013, by Resolution No. 2013-005, recorded at reception no. 1075682, the La Plata County Planning Commission adopted the City of Durango 2007 Comprehensive Plan as the Durango District Plan, as

applied to the unincorporated properties designated at Exhibit 2 to Resolution No. 2013-005; and

WHEREAS, Resolution No. 2013-005 reflects the agreement between La Plata County Planning Staff and City of Durango Community Development Staff that the most appropriate way to address planned development and land uses in the JPAM is through the application of the City of Durango 2007 Comprehensive Plan to properties subject to the Durango District Plan; and

WHEREAS, upon the Temporary Joint Land Use IGA's expiration by its terms on March 31, 2014, the La Plata County Board of County Commissioners and City of Durango entered, on April 1, 2014, into an Intergovernmental Agreement between La Plata County, Colorado and the City of Durango, Colorado Regarding Joint Land Use Planning (the "Joint Land Use IGA"), which likewise designated the JPAM; and

WHEREAS, the City of Durango adopted, on April 8, 2017, the City of Durango 2017 Comprehensive Plan, which incorporates by reference all the City of Durango's area plans; and

WHEREAS, on May 4, 2017, the Planning Commission adopted, by Resolution No. 17-3-PC, the 2017 La Plata County Comprehensive Plan, which incorporated the Durango District Plan (as adopted by Resolution No. 2013-005, recorded at reception no. 1075682) as Appendix 5; and

WHEREAS, the amendment of the Durango District Plan by adoption of the City of Durango 2017 Comprehensive Plan is necessary to protect the health, safety, and welfare of the community;

WHEREAS, the City of Durango's 2017 Comprehensive Plan extends to properties outside of the JPAM, but for the purposes of the Durango District Plan, the effect of the City of Durango 2017 Comprehensive Plan is limited to those areas identified on Exhibit A to this Resolution;

WHEREAS, the La Plata County Planning Commission, seated jointly with the City of Durango Planning Commission, held a duly noticed public hearing on the 17th day of August 2023, regarding the La Plata County Planning Department's request for an amendment of the Durango District Plan, as identified in the Staff Report for Project No. 2023-0002, Comprehensive Plan Amendment- Durango District Plan, and at such hearing, heard testimony and received competent evidence that the Durango District Plan should be amended as identified in Exhibit B; and Florida Mesa District Plan be amended as generally depicted in Exhibit C; and

WHEREAS, the La Plata County Planning Commission made no decision on the item on August 17th and continued the item to October 26th.

NOW, THEREFORE, BASED ON THE EVIDENCE AND TESTIMONY PRESENTED AT THE PUBLIC HEARING CONDUCTED ON THE 17th DAY OF AUGUST 2023, BE IT RESOLVED BY THE LA PLATA COUNTY PLANNING COMMISSION OF LA PLATA COUNTY, COLORADO, AS FOLLOWS:


1. The La Plata County Planning Commission makes the following findings:
 - a. The proposal fulfills the general purpose of creating coordinated and harmonious development of the area under study and of the county as a whole.
 - b. The proposal promotes the health, safety, prosperity and general welfare of the county's residents, as well as efficiency and economy in the use of land and its natural resources.
 - c. The proposal encourages a well-balanced, prosperous economy for the county
 - d. The proposal preserves and enhances the county's unique character and protects its natural environment.
 - e. The proposal bears a substantial relationship to the general welfare of the entire community rather than to relieve a particular property from the restrictions set forth in the LUC.
 - f. The amended Durango District Plan provisions are consistent with the comprehensive plan.
 - g. The proposal is consistent with the other provisions of the Durango District Plan to which it will become a part.
 - h. The approval of comprehensive plan amendment is in accordance with the code and shall serve as presumptive evidence that the considerations presented herein have been determined in the affirmative.
2. The Durango District Plan is hereby amended as shown in Exhibit B attached hereto; and.
3. The Durango District Plan shall serve as the predominant plan for any areas it covers, overlaps, or shares with the Florida Mesa Plan.
4. Areas covered, overlapped, or shared with the Florida Mesa Plan as shown in Exhibit B shall be removed from the Florida Mesa Plan as shown.
5. Subsequent to the effective date, this amendment to the Durango District Plan shall be certified to the La Plata County Board of County Commissioners; the City of Durango; the Town of Ignacio; and the Town of Bayfield for any further action that is deemed appropriate by the respective jurisdictions.

**APPROVED AND ADOPTED IN DURANGO, LA PLATA COUNTY,
COLORADO, THIS 26th DAY OF OCTOBER, 2023.**

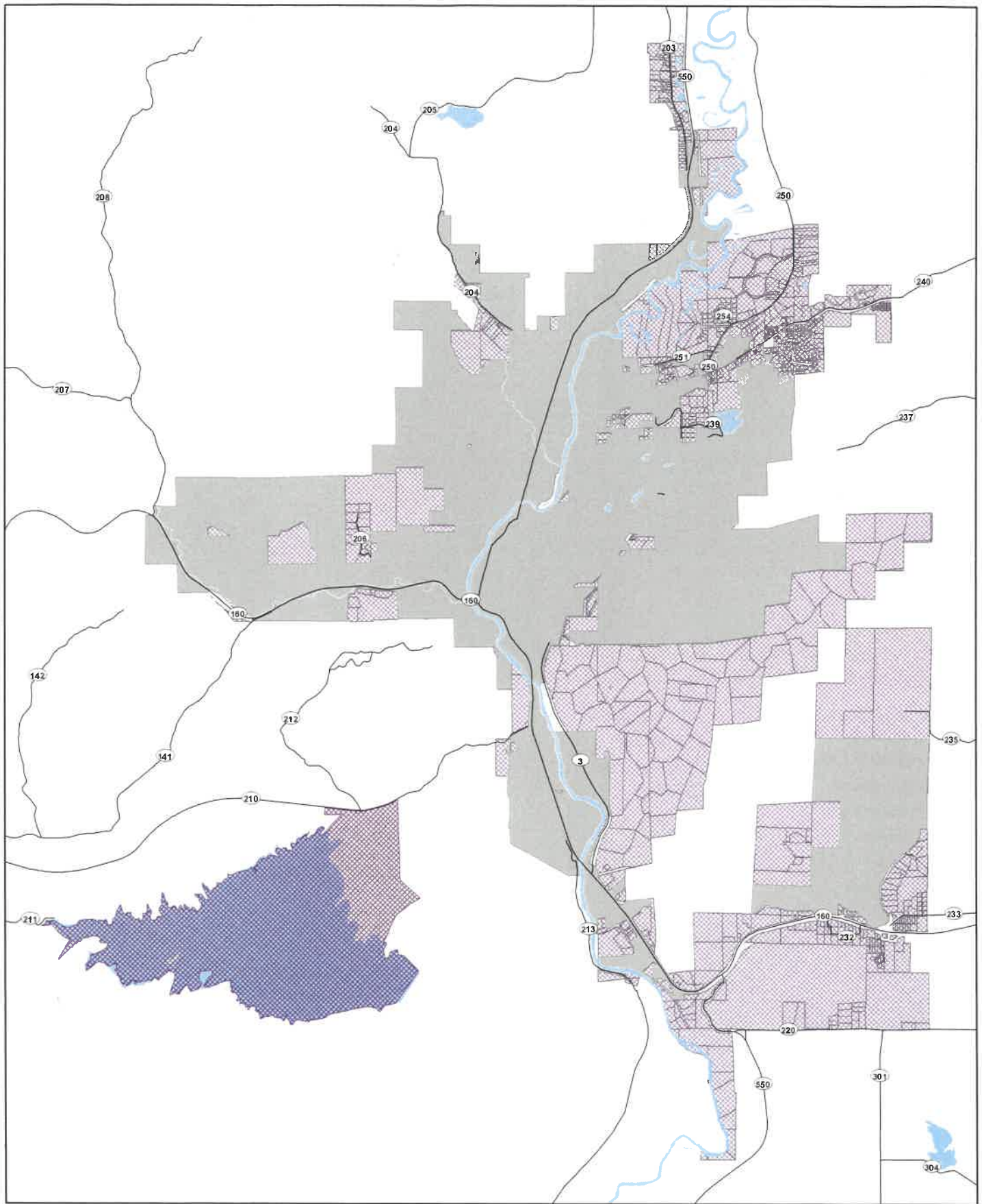
LA PLATA COUNTY PLANNING
COMMISSION

ATTEST


Clerk


Chair


Secretary



Durango District Plan Exhibit A

**Note - The application and contents of Exhibit B shall be limited to only those areas identified in this map*

- Major Roads
- Hydrologic Features
- Parcels
- Durango District Plan
- City of Durango



Sheet No.
1 of 1

0 0.25 0.5 1 Miles
Drawn By: La Plata County Planning
Checked by: Planning Commission
Date: 11-2-17

Exhibit B

Proposed Durango District Plan Amendments

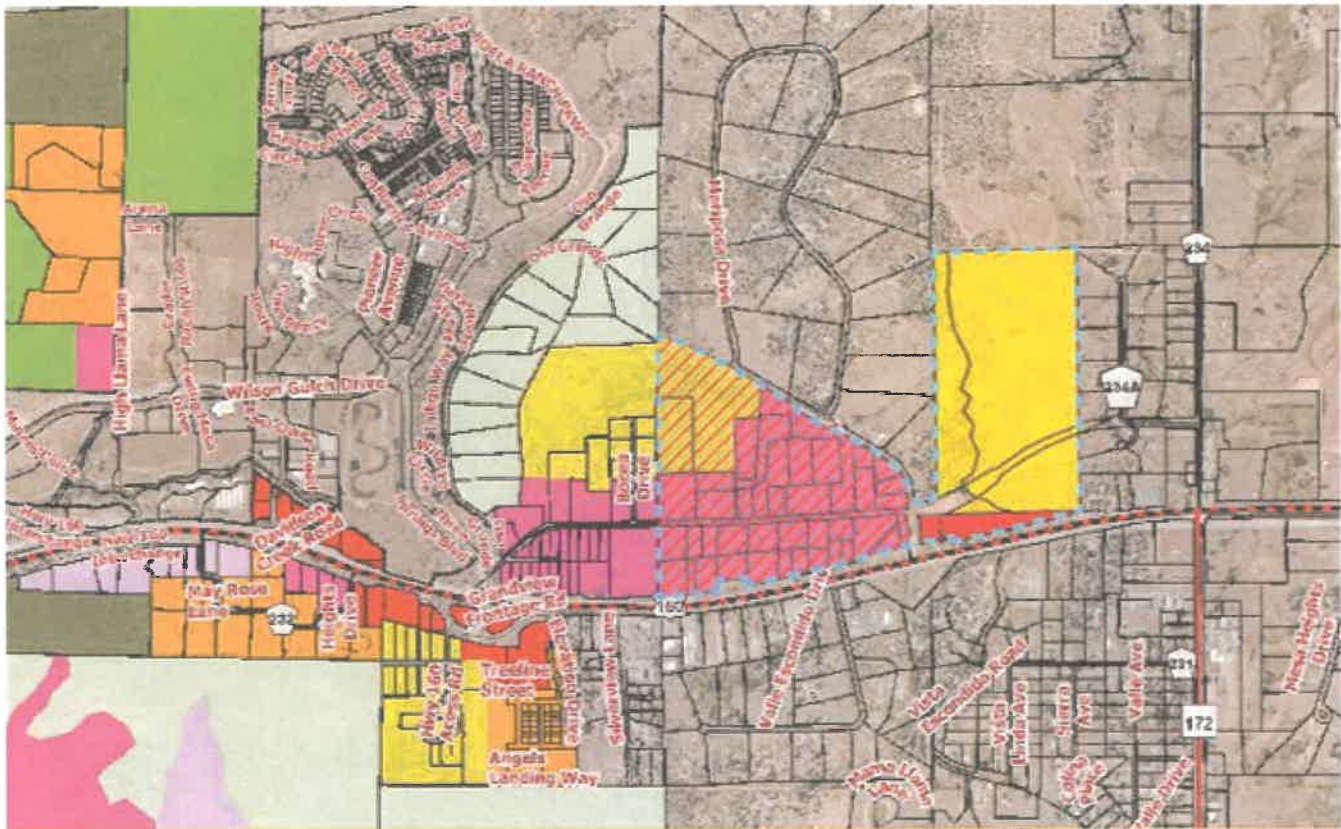
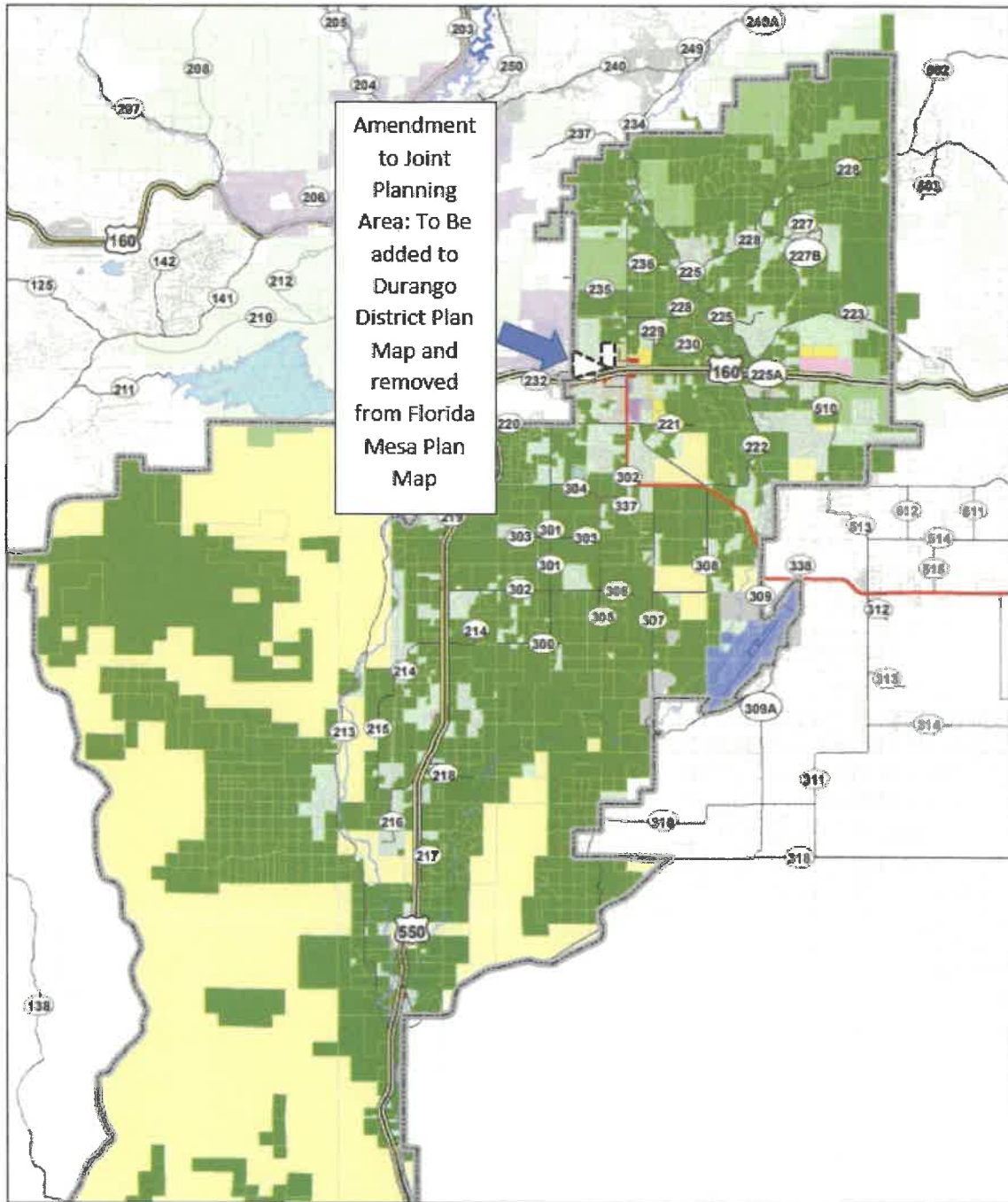


Exhibit C

Proposed Plan Amendments



Florida Mesa District Land Use Classifications



Sheet No.	1 of 1
Drawn By:	Planning
Checked by:	Planning
Date:	10-26-2010



Community Development
Department

ACCOUNTABILITY · INTEGRITY · RESPECT

211 Rock Point Drive
Durango, CO 81301
(970)382-6219

La Plata County Board of County Commissioners

C/o Commissioner Marsha Porter-Norton
1101 East 2nd Avenue, Durango, CO 81301
countycommissioners@lpcgov.org

Durango Planning Commission

C/o Planning Commission Liaison Daniel Murray
949 E 2nd Avenue, Durango, CO 81301
planning@durangogov.org

Bayfield Planning Commission

C/o Community Development Director Nicol Killian
PO Box 80, Bayfield, CO 81122
nkillian@bayfieldgov.org

Ignacio Planning Commission

C/o Commissioner Kasey Correia
PO Box 459, Ignacio, CO 81137
info@townofignacio.com

November 3, 2023

**CERTIFICATION OF COMPREHENSIVE PLAN AMENDMENT,
PROJECT #2023-0002, BY RESOLUTION 2023-1-PC**

Commissioners,

This letter is to certify that on October 26, 2023 the La Plata County Planning Commission approved the attached resolution, amending the Durango District Plan to add certain territory and amending the Florida Mesa District Plan to remove same territory, and consider land use designation amendments to the Durango District Plan, by a vote of 3-2.

Pursuant La Plata County Land Use Code, 64-1.II.D.3, "After adopting a comprehensive plan or amendment, the PC shall certify a copy to the board and to all municipalities within the county. For purposes of this section, certification shall be interpreted as delivering a copy of the comprehensive plan or comprehensive plan amendment along with a letter signed by the chair of the PC indicating the adoption action taken on the comprehensive plan or comprehensive plan amendment."

Sincerely,

Geri Malandra, Chair
Planning Commission



Town Managers Report

DATE: November 08, 2023

REPORT PERIOD: October 09, 2023 – November 8, 2023

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

TOWN BOARD MEETING AGENDA ITEMS

VI. OLD BUSINESS:

- A. Dancing Spirit Memorandum of Understanding (MOU): The Town facilitated a grant application for Dancing Spirit and they were awarded \$150,000. The Town has executed a contract with DOLA for these funds and is the fiscal agent. This MOU is necessary to detail the requirements for both parties and is necessary to ensure contract compliance. The MOU will require that no contract funds will be sought for reimbursement until all project funds (\$1,486,924) have been committed and are verifiable. Our understanding is the project has secured full funding and is prepared to resume construction shortly. Kasey Corriea will attend to give a project update and answer any questions. Please review the MOU and contact Tuggy or I with any questions..

VII. NEW BUSINESS:

- A. Rock Creek Housing Project Deed Restrictions: I have been working with Homes Fund and Lisa Bloomquist Palmer specifically and the development of deed restrictions for the Rock Creek homes. The IHOI grant funds require the homes be restricted for 30 years but they don't provide any other specific criteria on actual restriction. Lisa is going to work with us on developing a deed restriction for our homes and information is in your packet detailing various aspects of deed restrictions.

VII.D TOWN MANAGER REPORT

Rock Creek Housing Project: Town staff and engineer completed a project kickoff meeting with Canyon Construction and they will begin site work in November. There will be construction activity through winter and weather permitting. I completed a site tour of the Fading West facility in Buena Vista and have had follow up calls with them on their housing products. They offer two models that will work on our lots and they vary in length which essentially creates four home options for qualified homebuyers. I am working on developing a price range for the Fading West models and also working on the site work that will be needed for each Fading West model. I have been meeting with different lenders on short-term financing that will be needed for housing development. I have been in discussion with Division of Housing (DOH) staff on our IHOI grant and if we utilize the remainder of the \$2M that will not be needed for infrastructure

improvements. They understand our need and we will be working on a contract amendment to utilize these funds on the actual housing construction components. This amounts to approximately \$434K. With this information, I will begin work on finalizing our grant funding request with La Plata County and request approval to use their funds on housing construction as well. These funds will help make our units more affordable. I will provide more detail on all these items during my report. This project continues to be my main focus and requires most of my time. Please contact me with any questions.

Town Storm Drainage Project: The Town has finally received approval and a CDOT permit for this work. Jeremy and crew are preparing to start this project. Ideally, we will get this project done this winter, weather permitting. Please contact Jeremy or me with any questions.

Grants: The Town has received approval for Technical Assistance from CDPHE for Phase 1 and 2 hazardous material work at ELHI. This work will identify all hazardous materials within the building and prepare a plan for removal. I will be working on a new DOLA grant for EIAF funds and we can discuss this during our work session. There is a lot of grant funding available and it is a full-time job staying on top of grants and associated submittal deadlines. Please contact me with any questions.

EIAF Grant Authorization: As mentioned above in Grants, we need a Town Board authorization to apply for this grant. I would like the meeting minutes to reflect Town Board consensus to apply for an EIAF grant. I will bring this up for discussion during the meeting.

Broadband Initiatives: The Town has approved the Excavation Permit for Bonfire Construction and they are awaiting environmental clearance before they start the project. Town staff will work with construction crews to ensure compliance with Town regs and the safety of underground Town utilities. Please contact me with any questions.

ELHI Lease Purchase Agreement: The Town continues to work on this agreement and will discuss information provided by the school district during our executive session. Please contact me with any questions.

2024 Budget: We will be conducting a work session after the regular meeting to walk you through the draft 2024 budget. This draft continues to reflect additional work by Dee and Tuggy on various project year-end expenditures and other pertinent data. We will go into detail during the work session and will need to spend time on project funding and staff salaries. This is our final work session prior to considering the final budget in December. Please look this draft budget over and supporting information in your packet. Please contact Dee, Tuggy or I on Monday with any questions.

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

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