



**IGNACIO TOWN BOARD MEETING AGENDA**  
**Monday, September 12, 2022 – 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/83577765097>, or Attendees wishing to participate by phone shall call: **346-248-7799** and key in Webinar ID Number: **835 7776 5097**.*

*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. 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.*
- IV. CONSENT AGENDA**
  - A. Regular Town Board Meeting Minutes from August 8, 2022
  - B. Financial Records for August 2022
- V. UNFINISHED BUSINESS:** None
- VI. NEW BUSINESS**
  - A. Planning Commission Application from Rod Gantt
  - B. Planning Commission Application from Michael Montoya
  - C. Municipal Judge Appointing Committee
  - D. Town Attorney Rate Increase
  - E. RHA Funding Agreement
  - F. CDOT Local Agency Contract for Goddard Sidewalk Project
  - G. COVID-19 Update
- VII. STAFF REPORTS**
  - A. Police Department
  - B. Public Works
  - C. Clerk / Treasurer
  - D. Town Manager
  - E. Attorney
- VIII. TRUSTEE REPORTS**
- IX. MISCELLANEOUS**
  - X. EXECUTIVE SESSION:** For a conference with the Town attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) pertaining to agreements with the Southern Ute Indian Tribe
- XI. ADJOURNMENT**

09/07/22  
15:57:54

TOWN OF IGNACIO  
Check Register for Checking  
For the Accounting Period: 8/22

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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-97821	E	974 LA PLATA ELECTRIC ASSN INC	2108.09	08/01/22	8/22	CL 16122	2108.09
-97820	E	893 AT&T	434.38	08/01/22	8/22	CL 16131	434.38
-97819	E	845 HOME DEPOT CREDIT SERVICES	218.88	08/15/22	8/22	CL 16142	218.88
-97818	E	143 STATE OF COLORADO-SALES TAX	846.34	08/15/22	8/22	CL 16154	846.34
6150 *	S	220 BALLANTINE COMMUNICATIONS INC	534.01	08/01/22	_____	CL 16125	534.01
6151	S	921 CASCADE WATER	22.77	08/01/22	_____	CL 16129	22.77
6152	S	1134 Clark or Sharon CRAIG	2018.84	08/01/22	_____	CL 16119	2018.84
6153	S	999999 COLORADO DEPARTMENT OF HUMAN SERVICES	580.85	08/01/22	_____	CL 16132	580.85
6154	S	237 ENERGY OUTREACH COLORADO	340.50	08/01/22	_____	CL 16130	340.50
6155	S	1140 ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	1000.00	08/01/22	_____	CL 16123	1000.00
6156	S	999999 IGNACIO COMMUNITY LIBRARY DISTRICT	12.00	08/01/22	_____	CL 16126	12.00
6157	S	999999 JENNIFER HAVENS	620.00	08/01/22	_____	CL 16127	620.00
6158	S	999999 LA PLATA COUNTY TREASURER	1500.00	08/01/22	_____	CL 16134	1500.00
6159	S	1046 LAW OFFICE OF DAVID LIBERMAN	596.70	08/01/22	_____	CL 16115	596.70
6160	S	1087 MARK GARCIA - GOV-PLUS LLC	8370.00	08/01/22	_____	CL 16133	8370.00
6161	S	999999 MARY SILAS	620.00	08/01/22	_____	CL 16120	620.00
6162	S	1093 PERFECT COMPUTING LLC	100.00	08/01/22	_____	CL 16116	100.00
6163	S	1172 Short Elliott Hendrickson, Inc.	27624.95	08/01/22	_____	CL 16114	27624.95
6164	S	999999 STEPHANIE WALSH	620.00	08/01/22	_____	CL 16121	620.00
6165	S	1230 Virtual Academy	621.00	08/01/22	_____	CL 16117	621.00
6166	S	692 WALKER DO IT BEST HARDWARE	54.85	08/01/22	_____	CL 16118	54.85
6174 *	S	1232 4 Corners Trailers	1286.28	08/15/22	_____	CL 16139	1286.28
6175	S	53 AUTO PARTS INC	99.86	08/15/22	_____	CL 16144	99.86
6176	S	91 BRENNAN OIL COMPANY	103.64	08/15/22	_____	CL 16149	103.64

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TOWN OF IGNACIO  
Check Register for Checking  
For the Accounting Period: 8/22

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
6177	S	1187 Cardmember Service (TBK Bank)	6802.78	08/15/22		CL 16160	264.98
						CL 16161	173.92
						CL 16162	212.00
						CL 16163	197.11
						CL 16164	401.08
						CL 16165	937.50
						CL 16166	242.51
						CL 16167	54.18
						CL 16168	1003.51
						CL 16169	318.66
						CL 16170	295.35
						CL 16171	2631.19
						CL 16172	70.79
6178	S	921 CASCADE WATER	22.77	08/15/22		CL 16157	22.77
6179	S	1131 CROSSFIRE AGGREGATE SERVICES LLC	341.35	08/15/22		CL 16178	341.35
6180	S	869 DRUG & ALCOHOL TESTING ASSOC	120.00	08/15/22		CL 16148	120.00
6181	S	971 FASTTRACK COMMUNICATIONS INC	127.13	08/15/22		CL 16174	127.13
6182	S	1231 Four Corners Pre-Cast	3504.29	08/15/22		CL 16141	3504.29
6183	S	257 FOUR CORNERS WELDING & GAS SUPPLY	7.00	08/15/22		CL 16137	7.00
6184	S	695 GFL Environmental	2716.14	08/15/22		CL 16145	2716.14
6185	S	981 HI PERFORMANCE CARWASH LLC	33.74	08/15/22		CL 16151	33.74
6186	S	991 HINTON BURDICK CPA & ADVISORS	9000.00	08/15/22		CL 16179	9000.00
6187	S	1130 IMAGENET CONSULTING LLC	293.87	08/15/22		CL 16136	293.87
6188	S	852 Intellichoice, Inc. DBA Eforce	1708.77	08/15/22		CL 16143	1708.77
6189	S	1216 Jennifer Coates	768.75	08/15/22		CL 16156	768.75
6190	S	949 KOIS EQUIPMENT CO INC	1827.00	08/15/22		CL 16138	1827.00
6191	S	894 KRISTIN ROEHRS	406.25	08/15/22		CL 16155	406.25
6192	S	917 LA PLATA COUNTY TREASURER	65.99	08/15/22		CL 16158	65.99
6193	S	1228 Lawn Slingers & the Works	3750.00	08/15/22		CL 16177	3750.00
6194	S	394 LEWIS TRUE VALUE MERCANTILE	135.99	08/15/22		CL 16176	135.99

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TOWN OF IGNACIO  
Check Register for Checking  
For the Accounting Period: 8/22

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
6195	S	1192 Mitel Networks, Inc.	397.58	08/15/22		CL 16159	397.58
6196	S	1233 Newtek Technology Services	450.00	08/15/22		CL 16147	450.00
6197	S	590 SAN JUAN BASIN HEALTH DEPARTMENT	35.00	08/15/22		CL 16150	35.00
6198	S	624 SoCoCAA, INC.	15000.00	08/15/22		CL 16173	15000.00
6199	S	600 SOUTHERN UTE UTILITIES DIVISION	48808.28	08/15/22		CL 16152	48808.28
6200	S	730 SOUTHWEST AG	75.98	08/15/22		CL 16175	75.98
6201	S	1218 Ted's Rental	51.98	08/15/22		CL 16140	51.98
6202	S	650 TOWN OF IGNACIO	829.85	08/15/22		CL 16146	829.85
6203	S	675 UTILITY NOTIFICATION CENTER OF CO	10.40	08/15/22		CL 16135	10.40
6204	S	1100 VECTOR DISEASE CONTROL	1969.03	08/15/22		CL 16153	1969.03
<b>Total for Claim Checks</b>			<b>149593.86</b>				
Count for Claim Checks			52				

\* denotes missing check number(s)

# of Checks: 52                      Total: 149593.86

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TOWN OF IGNACIO  
Fund Summary for Claim Check Register  
For the Accounting Period: 8/22

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Fund/Account	Amount
100 GENERAL FUND	
110230	\$87,116.70
300 CAPITAL IMPROVEMENT FUND	
110230	\$6,137.94
610 WATER FUND	
110230	\$11,328.12
620 GAS FUND	
110230	\$10,576.90
630 SEWER FUND	
110230	\$34,158.02
640 IRRIGATION FUND	
110230	\$276.18
<b>Total:</b>	<b>\$149,593.86</b>

# TOWN OF IGNACIO

2021			2022			% up/down from PYM	Year-To-Date	Difference	% up/down from PYT
City Sales Tax	Month	Year-To-Date	City Sales Tax	Month	Difference				
Jan	45,778.54	45,778.54	1 Feb/Jan	50,799.76	5,021.22	10.97%	50,799.76	5,021.22	10.97%
Feb	34,956.77	80,735.31	2 Mar/Feb	41,290.95	6,334.18	7.85%	92,090.71	11,355.40	14.06%
Mar	34,875.59	115,610.90	3 Apr/Mar	43,286.70	8,411.11	7.28%	135,377.41	19,766.51	17.10%
Apr	40,256.52	155,867.42	4 May/Apr	44,081.72	3,825.20	2.45%	179,459.13	23,591.71	15.14%
May	39,924.32	195,791.74	5 Jun/May	43,055.54	3,131.22	1.60%	222,514.67	26,722.93	13.65%
June	40,842.76	236,634.50	6 Jul/Jun	47,274.66	6,431.90	2.72%	269,789.33	33,154.83	14.01%
July	47,265.88	283,900.38	7 Aug/Jul	47,798.20	532.32	0.19%	317,587.53	33,687.15	11.87%
Aug	46,527.60	330,427.98	8 Sep/Aug						0.00%
Sept	41,298.20	371,726.18	9 Oct/Sept						0.00%
Oct	44,132.78	415,858.96	10 Nov/Oct						0.00%
Nov	46,196.31	462,055.27	11 Dec/Nov						0.00%
Dec	44,605.31	506,660.58	12 Jan/Dec						0.00%
<b>2021 City Total</b>	<b>506,660.58</b>		<b>2022 City Total</b>	<b>317,587.53</b>					14.32%
2021 BUDGET		360,000.00	2022 BUDGET		xx% Increase		460,000.00		

2021			2022			% up/down from PYM	Year-To-Date	Difference	% up/down from PYT
County Sales Tax	Month	Year-To-Date	County Sales Tax	Month	Difference				
Mar/Jan	78,241.00	78,241.00	1 Mar/Jan	86,662.00	8,421.00	10.76%	86,662.00	8,421.00	10.76%
Apr/Feb	75,662.00	153,903.00	2 Apr/Feb	83,423.00	7,761.00	5.04%	170,085.00	16,182.00	10.51%
May/Mar	93,841.00	247,744.00	3 May/Mar	100,800.00	6,959.00	2.81%	270,885.00	23,141.00	9.34%
June/Apr	88,608.00	336,352.00	4 June/Apr	93,125.00	4,517.00	1.34%	364,010.00	27,658.00	8.22%
July/May	99,100.00	435,452.00	5 July/May	106,167.00	7,067.00	1.62%	470,177.00	34,725.00	7.97%
Aug/June	109,515.00	544,967.00	6 Aug/June						0.00%
Sept/July	112,626.00	657,593.00	7 Sept/July						0.00%
Oct/Aug	105,307.00	762,900.00	8 Oct/Aug						0.00%
Nov/Sept	109,105.00	872,005.00	9 Nov/Sept						0.00%
Dec/Oct	97,095.00	969,100.00	10 Dec/Oct						0.00%
Jan/Nov	92,362.00	1,061,462.00	11 Jan/Nov						0.00%
Feb/Dec	111,170.00	1,172,632.00	12 Feb/Dec						0.00%
<b>2021 County Total</b>	<b>1,172,632.00</b>		<b>2022 County Total</b>	<b>470,177.00</b>					10.21%
2021 BUDGET		850,000.00	2022 BUDGET		xx% Increase		1,000,000.00		

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TOWN OF IGNACIO  
Cash Report  
For the Accounting Period: 8/22

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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	-361,881.38	414,617.41	240.00	194,622.28	198,220.75	-339,867.00
110250 Savings Account	51,110.50	194,478.73	0.00	0.00	0.00	245,589.23
110270 Investment Account	1,554,378.23	2,971.56	0.00	0.00	0.00	1,557,349.79
<b>Total Fund</b>	<b>1,243,707.35</b>	<b>612,067.70</b>	<b>240.00</b>	<b>194,622.28</b>	<b>198,220.75</b>	<b>1,463,172.02</b>
300 CAPITAL IMPROVEMENT FUND						
110230 Operating Account	210,441.34	23,899.10	0.00	0.00	6,137.94	228,202.50
110270 Investment Account	317,548.00	607.08	0.00	0.00	0.00	318,155.08
<b>Total Fund</b>	<b>527,989.34</b>	<b>24,506.18</b>			<b>6,137.94</b>	<b>546,357.58</b>
400 CONSERVATION TRUST FUND						
110230 Operating Account	14,208.09	0.00	0.00	0.00	0.00	14,208.09
110270 Investment Account	69,456.40	132.78	0.00	0.00	0.00	69,589.18
<b>Total Fund</b>	<b>83,664.49</b>	<b>132.78</b>				<b>83,797.27</b>
500 ECONOMIC DEVELOPMENT FUND						
110230 Operating Account	1,330.25	0.00	0.00	0.00	0.00	1,330.25
110270 Investment Account	60,921.28	116.47	0.00	0.00	0.00	61,037.75
<b>Total Fund</b>	<b>62,251.53</b>	<b>116.47</b>				<b>62,368.00</b>
610 WATER FUND						
110230 Operating Account	90,536.33	21,994.73	0.00	0.00	11,328.12	101,202.94
110270 Investment Account	14,789.76	28.25	0.00	0.00	0.00	14,818.01
<b>Total Fund</b>	<b>105,326.09</b>	<b>22,022.98</b>			<b>11,328.12</b>	<b>116,020.95</b>
620 GAS FUND						
110230 Operating Account	195,890.87	22,133.51	0.00	2,440.85	10,576.90	205,006.63
110270 Investment Account	74,269.55	141.98	0.00	0.00	0.00	74,411.53
<b>Total Fund</b>	<b>270,160.42</b>	<b>22,275.49</b>		<b>2,440.85</b>	<b>10,576.90</b>	<b>279,418.16</b>
630 SEWER FUND						
110230 Operating Account	79,732.87	47,920.96	0.00	0.00	34,158.02	93,495.81
640 IRRIGATION FUND						
110230 Operating Account	6,189.46	6,701.33	0.00	0.00	276.18	12,614.61
110270 Investment Account	10,406.22	19.89	0.00	0.00	0.00	10,426.11
<b>Total Fund</b>	<b>16,595.68</b>	<b>6,721.22</b>			<b>276.18</b>	<b>23,040.72</b>
910 PAYROLL CLEARING FUND						
110230 Operating Account	11,961.41	0.00	110,864.05	101,191.64	0.00	21,633.82
930 CLAIMS CLEARING FUND						
110230 Operating Account	1,001.24	0.00	149,593.86	3,607.69	0.00	146,987.41
<b>Totals</b>	<b>2,402,390.42</b>	<b>735,763.78</b>	<b>260,697.91</b>	<b>301,862.46</b>	<b>260,697.91</b>	<b>2,836,291.74</b>

\*\*\* 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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16:02:21

TOWN OF IGNACIO  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 8 / 22

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Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
100 GENERAL FUND	411,302.48	1,148,052.53	1,984,766.00	836,713.47	58 %
300 CAPITAL IMPROVEMENT FUND	24,506.18	135,192.86	230,180.00	94,987.14	59 %
400 CONSERVATION TRUST FUND	132.78	5,881.11	80,450.00	74,568.89	7 %
500 ECONOMIC DEVELOPMENT FUND	116.47	48,892.17	50.00	-48,842.17	*** %
610 WATER FUND	63.99	175,070.02	327,125.00	152,054.98	54 %
620 GAS FUND	-2,298.87	326,098.38	317,055.00	-9,043.38	103 %
630 SEWER FUND	89.26	330,694.14	528,500.00	197,805.86	63 %
640 IRRIGATION FUND	19.89	20,287.99	40,525.00	20,237.01	50 %
<b>Grand Total:</b>	<b>433,932.18</b>	<b>2,190,169.20</b>	<b>3,508,651.00</b>	<b>1,318,481.80</b>	<b>62 %</b>



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16:03:34

TOWN OF IGNACIO  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 8 / 22

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Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
100 GENERAL FUND	195,695.28	1,613,035.90	1,966,514.00	1,966,514.00	353,478.10	82 %
300 CAPITAL IMPROVEMENT FUND	6,137.94	20,804.44	175,000.00	175,000.00	154,195.56	12 %
400 CONSERVATION TRUST FUND	0.00	0.00	120,000.00	120,000.00	120,000.00	0 %
500 ECONOMIC DEVELOPMENT FUND	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
610 WATER FUND	11,328.12	101,619.56	295,929.00	295,929.00	194,309.44	34 %
620 GAS FUND	10,576.90	213,945.82	309,854.00	309,854.00	95,908.18	69 %
630 SEWER FUND	34,158.02	229,942.90	515,538.00	515,538.00	285,595.10	45 %
640 IRRIGATION FUND	276.18	7,443.40	37,133.00	37,133.00	29,689.60	20 %
<b>Grand Total:</b>	<b>258,172.44</b>	<b>2,186,792.02</b>	<b>3,429,968.00</b>	<b>3,429,968.00</b>	<b>1,243,175.98</b>	<b>64 %</b>

09/07/22  
16:04:19

TOWN OF IGNACIO  
Payroll Summary For Payrolls from 08/01/22 to 08/31/22

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Total for Payroll Checks  
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	Employee -----	Employer -----	Amount -----
COMA HOURS (Comp Time Accumulated)	70.50		
COMP HOURS (Comp Time Used)	7.38		163.28
J004 HOURS (CELL PHONE ALLO)	0.00		129.22
*Non Taxable (added to gross wages, no addition to SS, Med, FIT & SIT bases)			
J015 HOURS (IN LIEU OF INSU)	0.00		199.80
OVER HOURS (Overtime)	75.25		3,827.60
REG HOURS (Regular Time)	2,142.75		66,057.35
SICK HOURS (Sick Time)	293.00		9,970.65
VACA HOURS (Vacation Time Used)	196.87		8,052.61
GROSS PAY	88,400.51	0.00	
NET PAY	63,006.33	0.00	
NET PAY (CHECKS)	10,772.45		
NET PAY (DIRECT DEPOSIT)	52,233.88		
AFLAC-AFTERTAX	245.58	363.68	
AFLAC-PRETAX	1,008.82	63.68	
CEBT DENTAL	0.00	728.00	
CEBT HEALTH	2,888.94	11,660.06	
CEBT LIFE	136.45	40.18	
CEBT VISION	0.00	91.00	
FIT	7,205.25	0.00	
FPPA	5,096.44	3,822.32	
FPPA DROP	1,044.86	0.00	
FPPA-457	866.74	0.00	
FPPA-AD&D	0.00	1,418.40	
GARNISHMENT2	46.14	0.00	
ICMA RET 401	1,078.72	1,182.28	
MEDICARE	1,221.45	1,221.45	
SIT	2,858.86	0.00	
SOCIAL SECURITY	1,695.93	1,695.93	
UNEMPL. INSUR.	0.00	176.56	
BANK 4	3,940.00	0.00	
BANK 8-SAVINGS	3,245.44	0.00	
COMM BANK OF CO	7,976.95	0.00	
CU OF COLORADO	722.98	0.00	
SANDIA LAB FCU	100.00	0.00	
USAA	4,053.79	0.00	
VECTRA BANK CO	69.26	0.00	
WELLS FARGO	29,694.05	0.00	
WELLS FARGO N.A	138.52	0.00	
WELLS FARGO NEV	69.26	0.00	
WELLS FARGO OR	2,223.63	0.00	
FIT/SIT BASE	76,150.32	0.00	
MEDICARE BASE	84,237.08	0.00	
SOC SEC BASE	27,353.42	0.00	
UN BASE	88,271.29	0.00	

Total 22,463.54  
Total Payroll Expense (Gross Pay + Employer Contributions): 110,864.05

09/07/22  
16:04:19

TOWN OF IGNACIO  
Payroll Summary For Payrolls from 08/01/22 to 08/31/22

Page: 2 of 2  
Report ID: P130

Check Summary

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Payroll Checks Prev. Out.       \$1,513.31  
Payroll Checks Issued       \$10,818.59  
Payroll Checks Redeemed       \$0.00  
Payroll Checks Outstanding   \$12,331.90  
Electronic Checks       \$101,191.64

Deductions Accrued		Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----		-----	-----	-----	-----
Social Security	3391.86		3391.86		221700
Medicare	2442.90		2442.90		221710
Unempl. Insur.	176.56	189.13		365.69	221760
FIT	7205.25		7205.25		221720
SIT	2858.86	1322.74	4181.60		221730
FPPA	8918.76		8918.76		221742
AFLAC-PRETAX	1072.50		1072.50		221757
FPPA-457	866.74		866.74		221742
FPPA-AD&D	1418.40		1418.40		221743
ICMA RET 401	2261.00		2261.00		221741
AFLAC-AFTERTAX	609.26		609.26		221757
CEBT DENTAL	728.00		728.00		221754
CEBT HEALTH	14549.00		14549.00		221751
CEBT LIFE	176.63		176.63		221755
CEBT VISION	91.00		91.00		221756
GARNISHMENT2	46.14		46.14		221781
FPPA DROP	1044.86		1044.86		221742
Total Ded.	47857.72	1511.87	49003.90	365.69	

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



## Application for Board or Commission Appointment

PLEASE PRINT CLEARLY

On which of the Commissions or Boards are you interested in serving on?

☒ Planning Commission ☐ Board of Adjustment ☐ Board of Trustees

Is this a reappointment request? No If yes, how long have you served? \_\_\_\_\_

NAME:

ROD GAULT

PHYSICAL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_

WORK PHONE: NA

EMAIL ADDRESS: \_\_\_\_\_

LENGTH OF TIME AT CURRENT ADDRESS: 5 YR OCCUPATION: RETIRED

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements, or the omission of important information made on this application or any time during the process, may disqualify me from serving in this position. I understand that the Board of Trustees must appoint members to all Boards and Commissions.

Applicant's Signature

Date

9/6/2021

1. Tell us briefly about yourself, why you are interested in being appointed and what experience or education would you bring to this Board or Commission?

- Bachelor of Science (Humanities) from Fort Lewis College
- 30 yrs. in Human Service/Social Work for La Plata Co. DHS
- 2 yrs. as Research Assistant for the Kellogg Foundation Rural Community Program

2. Why do you wish to be appointed/reappointed to this Board or Commission?

I have lived in the Ignacio area for 25 yrs (in town for past 5 yrs). I feel that Ignacio has potentiality both social and economic that it has not attained but can, & I'd like to help that process.

3. Are you aware of the time commitment and do you have the personal time to devote to this Board or Commission?

I am retired living full time in Ignacio. I understand there will be occasional time needed other than monthly meetings.

Thank you for your interest and time commitment in serving your community.

TOWN OF IGNACIO  
BOARD OR COMMISSION  
APPLICATION FORM



Board or Commission being applied for: Planning Commission

Applicant legal name: Michael Montoya

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Reason for wanting to serve: I want to serve my community

Why do you believe that you qualify for this vacancy? I would like to see Ignacio

become a more livable city. I would like to see a variety of  
job opportunities with a large variety of businesses. Ignacio needs  
more recreation opportunities and rec areas/parks. Better housing and internet also.

Do you live within the Ignacio Town limits? Yes ☒ No \_\_\_\_\_ How Long? 24 years

Are you a Registered Voter? Yes ☒ No \_\_\_\_\_ Email: mikeev-montoya@yahoo.com

With at least a week's notice can you attend late evening meetings? Yes ☒ No \_\_\_\_\_

What is your previous experience in community or other public affairs? Political Party

Church, Pay taxes

Which groups have you done volunteer work for in the past or currently? Knights of Columbus

Boy and Girl Scouts, Political Party, serve God

Education and or Training B.A. in Organizational Management

College of Santa Fe Santa Fe, NM Revenue Auditor Sky U.  
Casino

Applicant Signature: Michael Montoya Date: 7-8-2022

## **FUNDING AGREEMENT FOR THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

THIS FUNDING AGREEMENT FOR THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY (the “Agreement”) is entered by and between the Board of County Commissioners of La Plata County, Colorado whose address is 1101 E. 2<sup>nd</sup> Avenue, Durango, CO 81301 (hereafter “La Plata County”), the City of Durango, Colorado whose address is 949 E. 2<sup>nd</sup> Avenue, Durango, CO 81301 (hereafter “Durango”), the Town of Ignacio, Colorado, whose address is 540 Goddard Avenue, Ignacio, CO 81137 (hereafter “Ignacio”), the Town of Bayfield, Colorado whose address is 1199 Bayfield Parkway, Bayfield, CO 81122 (hereafter “Bayfield”), and the Regional Housing Alliance of La Plata County (hereafter the “RHA”) whose address is 124 East 9<sup>th</sup> Street, Durango, CO 81301 (collectively, the “Parties”).

### **RECITALS**

- A. The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203 allow Colorado governments to cooperate to contract with one another to provide any function, service, or facility lawfully authorized to each local government.
- B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract and cooperate with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.
- C. Durango, Ignacio, and La Plata County established RHA as a multijurisdictional housing authority on August 5, 2004, by executing an Intergovernmental Agreement (the “IGA”) to be effective as of that same date. The IGA was amended in 2008 to include the Town of Bayfield as a party to the IGA.
- D. The Parties have previously entered into funding agreements to provide some of the funds necessary for the operation of the RHA. The Parties wish to provide additional funding for RHA for 2023 and subsequent years according to the terms of this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual promises, covenants and obligations set forth herein, the Parties hereto agree as follows:

- 1. **Term.** The term of this Agreement shall commence as of the effective date hereof and shall expire, subject to earlier termination in the event of non-appropriation as hereinafter provided, on December 31, 2025.
- 2. **Funding of RHA.**
  - 2.1 *2023 Funding Obligations – Generally.* La Plata County, Durango, Ignacio, and Bayfield agree to provide funding to RHA for calendar year 2023 in the total aggregate amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00). The Parties agree that the responsibility for funding the obligations set forth in this Section 2.1 will be shared by them in the following amounts and proportions:

2.1.1 *Funding for Project Costs.* Sixty Thousand Dollars (\$60,000.00) shall be used by the RHA for projects. Each Party shall contribute the sum of Fifteen Thousand Dollars (\$15,000.00) to the RHA to be added to an account to be used solely to fund housing projects.

2.1.2 *Proportional Shares of Funding for Operational Costs.* The Parties agree that the responsibility for funding the remaining Two Hundred and Twenty-Five Thousand (\$225,000.00), to be used by the RHA for operational costs and expenses, will be shared by the Parties in the following amounts and proportions:

La Plata County	61 %	\$137,250.00
City of Durango	32 %	\$ 72,000.00
Town of Ignacio	2 %	\$ 4,500.00
Town of Bayfield	5 %	\$ 11,250.00

2.2 *2024 and 2025 Funding Obligations – Generally.* Subject to the provisions of Section 4 herein regarding annual appropriations, the Parties agree to provide funding to the RHA for calendar years 2024 and 2025 in the amounts and proportions set forth below.

2.2.1 *Funding for Project Costs.* Each year during the term of this Agreement (i.e., in 2024 and 2025), the Parties shall each contribute the sum of Fifteen Thousand Dollars (\$15,000.00) to the RHA to be added to an account to be used solely to fund housing projects.

2.2.2 *Proportional Shares of Funding for Operational Costs.* The Parties agree that the responsibility for funding for 2024 and 2025 will be shared by the Parties in the following amounts and proportions:

Calendar Year 2024

La Plata County	61 %	\$173,850.00
City of Durango	32 %	\$ 91,200.00
Town of Ignacio	2 %	\$ 5,700.00
Town of Bayfield	5 %	<u>\$ 14,250.00</u>
		\$285,000.00

Calendar Year 2025

La Plata County	61 %	\$183,000.00
City of Durango	32 %	\$ 96,000.00
Town of Ignacio	2 %	\$ 6,000.00
Town of Bayfield	5 %	<u>\$ 15,000.00</u>
		\$300,000.00

Regional Housing Alliance  
Intergovernmental Funding Agreement



2.3 *Payment Dates.* All entities shall make payments for the 2023 calendar year to RHA by February 1, 2023. Subsequent payments shall be made by February 1<sup>st</sup> of each subsequent calendar year.

2.4 *Budgetary Surplus.* Any surplus of funds that remain at the end of any budget year will be carried over for use by RHA, to the extent permitted by law.

3. **Services Provided by the RHA.**

3.1 *Provision of Services by RHA to Third Parties.* RHA may provide housing-related services to third-parties in order to generate additional operating income for RHA. RHA further agrees that such services shall be charged on an hourly or lump sum basis.

4. **Appropriations.** Since this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability of such funds for payment. Should any party to the Agreement fail to annually appropriate funds for payment of the obligations set forth herein, this Agreement shall automatically terminate and none of the Parties shall have any obligation to provide funding to the RHA for the ensuing calendar year regardless of whether such funds were already appropriated by such Party's governing body.

The obligations of the Parties shall not constitute a general obligation, indebtedness or multiple-year direct or indirect debt, or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.

5. **Notices.** Except as otherwise provided, all notices provided or required under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given when actually received or three (3) days after being mailed, by certified mail, return receipt requested, and addressed to the Parties at their addresses appearing on the signature pages. Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications.

6. **Applicable Law.** This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any proceeding shall be in La Plata County, Colorado.

7. **Modifications.** At all times during the performance of this Agreement, the Parties shall strictly adhere to all applicable federal, state, and local laws, and rules and regulations that have been or may hereafter be established. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

8. **RHA Board Approval.** The provisions of this Agreement have been duly approved by the Board of Directors of the RHA.

9. **Effective Date.** The effective date of this Agreement shall be the date when the last signature of the Parties is affixed to this Agreement.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one original Agreement.
11. **Severability.** If any term or provision of this Agreement shall be adjudicated to be invalid, illegal, or unenforceable this Agreement shall be deemed to be amended to delete the invalid, illegal, or unenforceable term and the remaining terms shall not be affected thereby.
12. **Third Party Beneficiaries.** The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity other than the Parties to this Agreement shall have any right, legal or equitable to enforce any provision of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year set forth below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**BOARD OF COUNTY COMMISSIONERS  
OF LA PLATA COUNTY, COLORADO**

*Attest:*

\_\_\_\_\_  
*Deputy County Clerk*

\_\_\_\_\_  
Matt Salka, Chair

**ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES**

Regional Housing Alliance  
Intergovernmental Funding Agreement

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF DURANGO, COLORADO**

*Attest:*

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
Barbara Noseworthy, Mayor

**ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES**

Regional Housing Alliance  
Intergovernmental Funding Agreement

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

**TOWN OF IGNACIO, COLORADO**

*Attest:*

\_\_\_\_\_  
*Town Clerk*

\_\_\_\_\_  
Clark Craig, Mayor

**ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES**

Regional Housing Alliance  
Intergovernmental Funding Agreement

Dated this \_\_\_\_ day of \_\_\_\_\_, 20

**TOWN OF BAYFIELD, COLORADO**

*Attest:*

\_\_\_\_\_  
*Town Clerk*

\_\_\_\_\_  
Ashleigh Tarkington, Mayor

**ADDITIONAL SIGNATURE ON THE FOLLOWING PAGE**

Regional Housing Alliance  
Intergovernmental Funding Agreement

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**REGIONAL HOUSING ALLIANCE  
OF LA PLATA COUNTY**

*Attest:*

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

Regional Housing Alliance  
Intergovernmental Funding Agreement

(Local \$CDOTWRK)  
PROJECT: STA 172A-022 (24092)

REGION: 5 (DM)

## **CONTRACT**

**THIS CONTRACT**, executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“State” or “CDOT”) and TOWN OF IGNACIO, PO BOX 459, IGNACIO, Colorado, 81137, CDOT Vendor #: 0002000394 (“Local Agency”), and the State and the Local Agency together shall be referred to as the “Parties.”

## **RECITALS**

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Contract Encumbrance Amount: \$0.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system.
4. State funds may be awarded pursuant to Multimodal Transportation Options Funding (“MMOF”). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date.
5. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution.
6. The Local Agency has funds available and desires to provide 100% of the funding for the Work. These funds may be MMOF.
7. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
8. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

## **THE PARTIES NOW AGREE THAT:**

### **Section 1. Scope of Work**

The work under this Contract shall consist of Local agency is contributing funds for additional work to be completed by CDOT along along the west side of SH 172 or within Browning Avenue between Ignacio Street and Payne Street as well as the parking area to the north of Payne Street., and the Local Agency shall provide their Contribution toward the Project, in SH 172 Ignacio to Elmore’s Corner, Colorado, as more specifically described in **Exhibit A**.

### **Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. This Contract
- B. **Exhibit A** (Scope of Work)
- C. Other Exhibits in descending order of their attachment.



### Section 3. Term

This Contract shall be effective upon approval of the CDOT Chief Engineer or designee and shall terminate on August 17, 2032, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

### Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be \$130,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$130,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

### Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
  - 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
  - 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.
- D. If the project is funded by MMOF, then the Local Agency must submit all documentation necessary to process the payments 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.

### Section 6. State and Local Agency Commitments

The Scope of Work (**Exhibit A**) describes the work to be performed.

- A. Design [if applicable]
  - 1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
    - a. perform or provide the Plans, to the extent required by the nature of the work.

- b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
- c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

**B. Construction [if applicable]**

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
  - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
  - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
    - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
    - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
    - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
  - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

**Section 7. ROW Acquisition and Relocation**

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal

and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

## **Section 8. Utilities**

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

## **Section 9. Railroads**

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

## **Section 10. Environmental Obligations**

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

## **Section 11. Maintenance Obligations**

The Local Agency will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

## **Section 12. Record Keeping**

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

### **Section 13. Termination Provisions**

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

### **Section 14. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

### **Section 15. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region 5, 3803 North Main Ave Suite 200, Durango, CO 81301. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 5 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:

Tony Marusiak  
CDOT Region 5  
3803 North Main Ave Suite 200  
Durango, Colorado 81301  
970-880-0560  
tony.marusiak@state.co.us

If to the Local Agency:

Mark Garcia  
Town Of Ignacio  
Po Box 459  
Ignacio, Colorado 81137  
970-563-9494  
mgarcia@townofignacio.com

## **Section 16. Successors**

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

## **Section 17. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

## **Section 18. Governmental Immunity**

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

## **Section 19. 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.

## **Section 20. Waiver**

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

## **Section 21. Entire Understanding**

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

## **Section 22. Survival of Agreement Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

## **Section 23. Modification and Amendment**

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

## **Section 24. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## **Section 25. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

### **A. Statutory Approval §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

### **B. Fund Availability §24-30-202(5.5), C.R.S.**

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.

### **C. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; 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 Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

### **D. Independent Contractor**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

### **E. Compliance with Law**

Contractor shall 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. Choice of Law, Jurisdiction, and Venue**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **G. Prohibited Terms**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**H. Software Piracy Prohibition**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p><b>THE LOCAL AGENCY TOWN OF IGNACIO</b></p> <p>By: _____</p> <p>Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO Jared S. Polis, GOVERNOR</b> Colorado Department of Transportation</p> <p>By: _____ Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>2nd The Local Agency Signature [if Needed]</p> <p>By: _____</p> <p>Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	



## **EXHIBIT A**

### **SCOPE OF WORK**

Name of Project: SH 172 Ignacio to Elmore's Corner  
Project Number: STA 172A-022  
SubAccount #: 24092

For the work summarized in the descriptions below, it should be noted that CDOT is to pay for all new American Disability Act (ADA) compliant curb ramps located at all roadway intersections along State Highway 172 (SH 172) and also known as Goddard Avenue, within the Town of Ignacio and these project limits. CDOT typically will not cover the cost of sidewalk connections or new driveways unless they are an integral part of, or they are directly impacted by, a roadway design modification directed by CDOT for the overall benefit of CDOT highway systems.

All improvements described below are broken up into improvement zones 1-5 and all take place either along the west side of SH 172 or within Browning Avenue between Ignacio Street and Payne Street as well as the parking area to the north of Payne Street church parking lot.

This IGA does not include any costs associated with the construction of the curb ramps, the drainage cross-pan, asphalt patching and the curb and gutter required for the Payne Street and S.H. 172 intersection improvements.

This IGA does include estimated costs for the construction, materials, erosion control devices and a small percentage of erosion control management fees directly associated with the work described below.

The scope of work to be included on this IGA cost estimate is as follows for each location:

Improvement 1 is at the west side of State Highway at milepost 9.23 to 9.32 from Ignacio Street to the Browning Avenue Access to S.H. 172. This area is also located in the Porky's Smokehouse restaurant parking area and includes the installation of a new 5 feet wide concrete sidewalk, curb and gutter and ADA compliant driveways at existing curb cuts to the parking lot. Work is also to include the removal of the existing asphalt pavement, sidewalk and curb and gutter to allow for Improvement 1. All disturbed areas created by Improvement 1 installations are to be stabilized with/or a combination of new asphalt pavement patch, a 4-inch thickness of Aggregate Base Course (ABC) Class 6 and/or top soil and seed as the existing condition warrants.

Improvement 2 includes the Browning Access to S.H. 172 (Goddard Avenue). Work to include reducing the existing 34 feet of width of the current two-way road to a one-way 20 feet wide road from curb flowline to flowline (16 feet wide from edge of pavement to edge of pavement). This proposed one-way access is to allow for an easterly-only direction of traffic to access S.H. 172 by left and right turns from Browning Avenue. The appropriate roadway signage and pavement markings are to be installed to indicate the one-way status direction to traffic on S.H. 172 and Browning Avenue. The existing pavement and curb and gutter are to be removed as needed to allow for the construction of the new one-way access road. New asphalt pavement, curb and gutter and a concrete drainage cross-pan are to be installed per plan. Areas once paved in the existing condition and now proposed as landscape area due to the access road width reduction are to be stabilized with top soil and seed.

Improvement 3 includes the Browning Avenue mid-block pedestrian crossing located south of the Browning Avenue Access. This new pedestrian connection will provide a formalized crossing from the south of the Browning Access road and east side of Browning Avenue to the west side of Browning Avenue. Of this work described in Improvement 3, only the sidewalk that veers to the west from S.H. 172 at the north side of Porky's Restaurant parking area and up to the landing area of the new curb ramp at the east side of Browning Avenue is included for IGA costs. In addition, the construction costs associated with the installation of the mid-block curb ramp on the west side of Browning Avenue and as a part of the Improvement 3 crossing is included in this IGA. This work includes any existing asphalt, sidewalk and curb and gutter removal required for Improvement 3. In addition, this work is to include the stabilization of any disturbed areas impacted by improvement 5 construction. Stabilization materials to include either/or the combination of asphalt pavement patch, a 4-inch thickness of ABC Class 6 and/or top soil and seed as the existing condition warrants. The construction costs of the new curb ramp located south of the Browning Access and on the east side of Browning Avenue will be covered by CDOT.

Improvement 4 includes the mid-block existing driveway modification north of the Browning Avenue pedestrian crossing described in improvement 3 and along the west side of Browning Avenue up to the south side of the Payne Street intersection. Improvement 4 also includes the installation of a 5 feet wide sidewalk, curb and gutter and two ADA compliant driveways located within the residential multi-family parking area south of the Payne Street intersection. IGA to include the costs for removal of the existing asphalt, sidewalk and driveways that are to be replaced in Improvement 4. In addition, this work is to include the stabilization of any disturbed areas impacted by improvement 4 construction. Stabilization materials to include either/or the combination of asphalt pavement patch, a 4-inch thickness of ABC Class 6 and/or top soil and seed as the existing condition warrants.

Improvement 5 includes a 5 feet wide concrete sidewalk, new curb and gutter and three ADA compliant driveways at the existing access points within the church parking area north of the Payne Street and S.H. 172 intersection. Improvement 5 extends to the north and up to the existing pedestrian ramp at the senior community south entrance. This IGA is to include the costs for any removal of the existing asphalt, sidewalk and driveways that are to be replaced as part of Improvement 5. In addition, this work is to include the stabilization of any disturbed areas impacted by improvement 5 construction. Stabilization materials to include either/or the combination of asphalt pavement patch, a 4-inch thickness of ABC Class 6 and/or top soil and seed as the existing condition warrants.

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## **Ignacio Police Department**

### **Monthly Report – September 2022**



During the Labor Day weekend, we had the Chili Fest and the Four Corners Motorcycle Rally. There were no major incidents at either event.

I participated in a webinar regarding a substance called “Kratom” which is touted as a natural supplement that is the focus of Senate Bill SB-22-120. Some communities, (Parker and Monument) have moved to ban its sales in their respective communities. It is currently being sold in Durango. We have had no interaction with it in Ignacio and I have included informational material for your review. The State of Colorado is studying this and after the first of the year will come out with recommendations for how to proceed with this.

As school is back in session, I and the SRO’s have met with Superintendent deKay on safety planning and ongoing expectations for the new year.

If you have any questions or comments, please call me or stop by the office.  
Thanks.



Healthy Lifestyle

## Consumer health

**Users swear by kratom for mood enhancement and fatigue reduction, but safety issues and questions about its effectiveness abound.**

If you read health news or visit vitamin stores, you may have heard about kratom, a supplement that is sold as an energy booster, mood enhancer, pain reliever and antidote for opioid withdrawal. However, the truth about kratom is more complicated, and the safety problems related to its use are concerning.

Kratom is an herbal extract that comes from the leaves of an evergreen tree (*Mitragyna speciosa*) grown in Southeast Asia. Kratom leaves can be chewed, and dry kratom can be swallowed or brewed. Kratom extract can be used to make a liquid product. The liquid form is often marketed as a treatment for muscle pain, or to suppress appetite and stop cramps and diarrhea. Kratom is also sold as a treatment for panic attacks.

Kratom is believed to act on opioid receptors. At low doses, kratom acts as a stimulant, making users feel more energetic. At higher doses, it reduces pain and may bring on euphoria. At very high doses, it acts as a sedative, making users quiet and perhaps sleepy. Some people who practice Asian traditional medicine consider kratom to be a substitute for opium.

Some people take kratom to avoid the symptoms of opioid withdrawal and because kratom may be bought more easily than prescription drugs.

Kratom is also used at music festivals and in other recreational settings. People who use kratom for relaxation report that because it is plant-based, it is natural and safe. However, the amount of active ingredient in kratom plants can vary greatly, making it difficult to gauge the effect of a given dose. Depending on what is in the plant and the health of the user, taking kratom may be very dangerous. Claims about the benefits of kratom can't be rated because reliable evidence is lacking.

Although people who take kratom believe in its value, researchers who have studied kratom think its side effects and safety problems more than offset any potential benefits. Poison control centers in the United States received about 1,800 reports involving use of kratom from 2011 through 2017, including reports of death. About half of these exposures resulted in serious negative outcomes such as seizures and high blood pressure. Five of the seven infants who were reported to have

Feedback

been exposed to kratom went through withdrawal. Kratom has been classified as possibly unsafe when taken orally.

Kratom has a number of known side effects, including:

- Weight loss
- Dry mouth
- Chills, nausea and vomiting
- Changes in urine and constipation
- Liver damage
- Muscle pain

Kratom also affects the mind and nervous system:

- Dizziness
- Drowsiness
- Hallucinations and delusion
- Depression and delusion
- Breathing suppression
- Seizure, coma and death

Kratom takes effect after five to 10 minutes, and its effects last two to five hours. The effects of kratom become stronger as the quantity taken increases. In animals, kratom appears to be more potent than morphine. Exposure to kratom has been reported in an infant who was breastfed by a mother taking kratom.

Many of the problems that occur with pain medications happen when these drugs are used at high doses or over a long period of time. It's not known exactly what level of kratom is toxic in people, but as with pain medications and recreational drugs, it is possible to overdose on kratom.

At one time, some researchers believed that kratom might be a safe alternative to opioids and other prescription pain medications. However, studies on the effects of kratom have identified many safety concerns and no clear benefits.

Kratom has been reported to cause abnormal brain function when taken with prescription medicines. When this happens, you may experience a severe headache, lose your ability to communicate or become confused.

In a study testing kratom as a treatment for symptoms of opioid withdrawal, people who took kratom for more than six months reported withdrawal symptoms similar to those that occur after opioid use. Too, people who use kratom may begin craving it and require treatments given for opioid addiction, such as naloxone (Narcan) and buprenorphine (Buprenex).

Kratom also adversely affects infant development. When kratom is used during pregnancy, the baby may be born with symptoms of withdrawal that require treatment.

In addition, substances that are made from kratom may be contaminated with salmonella bacteria. As of April 2018, more than 130 people in 38 states became ill with Salmonella after taking kratom. Salmonella poisoning may be fatal, and the U.S. Food and Drug Administration has linked more than 35 deaths to Salmonella-tainted kratom. Salmonella contamination has no obvious signs, so the best way to avoid becoming ill is to avoid products that may contain it.

Kratom is not currently regulated in the United States, and federal agencies are taking action to combat false claims about kratom. In the meantime, your safest option is to work with your doctor to find other treatment options.

## Show References

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16. Ismail I, et al. Kratom and future treatment for the opioid addiction and chronic pain: Periculo beneficium? *Current Drug Targets*. In press. Accessed May 2, 2018.



# Town Clerk / Treasurer Report

September 2022

Honorable Mayor and Trustees,

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

## **Treasurer:**

The Accounting Reports for August are included in the consent agenda.

## **Human Resources:**

- **FAMLI:** As a follow-up to the action that was taken at last month's meeting, I have sent the notice to all staff and have received most of the signed acknowledgements back from staff. I emailed the Department of Labor and Employment, and they said that they will have an update on their website toward the end of this year as to where I should send the Post-Vote Notice. I will check it monthly to see when that information is available.
- **Administrative Assistant:** Kelly McCoy's last day was September 1. Because she gave ample notice, we were able to hire a new Admin Assistant, Julie Romero, and Kelly was able to have a few days to train her. If you have a chance, come by the office and meet Julie. She is a good addition to the team!

## **Meetings Attended:**

This past month I represented the Town at the Chamber of Commerce General Membership Meeting, the Ignacio Creative District Board Meeting, and the Ignacio Creative District Work Session.

## **Events:**

September 15 – CIRSA Training at 6:00 PM; dinner will be provided.

September 19 – Special Meeting and Work Session at 6:00 PM.

September 21 – La Plata Economic Alliance Summit at Sky Ute Casino, 8:00 AM to 4:00 PM. I have registered each of you that requested I do so. If you did not receive a confirmation email, please contact me.

September 28 – CML District 9 Fall Meeting will be held at the Springs Resort and Spa. The business meeting will be at 4:00 PM, followed by social hour and buffet dinner. The evening will conclude at about 7:30 PM. The Springs Resort and Spa is providing a complimentary pass to the hot springs that you can enjoy that evening or on another occasion. I will be asking for confirmation of your attendance, and will register everyone on September 13.

## **Licenses:**

- **Animal:** 47 current licenses
- **Business:** 67 current licenses
- **Business Service Licenses:** 64 current licenses

## **Miscellaneous:**

- There are two companies that we are strong candidates to be our IT Service Provider. Mark & I are in negotiations with them and hope to make a decision this coming week.
- We have received two applications for the Municipal Judge position. Their resumes and cover letters were uploaded to the Google Drive for your review. The Board will need to appoint a committee to do the interviews and make a recommendation. I am happy to contact the two applicants and coordinate interviews with the committee if you so desire.
- ISD sent a thank-you letter (attached to this report) and it included a punch pass for ISD events. The punch pass will be held at Michala's desk for any of you to use.

Please contact me with any questions. Thank you.

Tuggy



# Ignacio School District 11JT

## Business Office

P.O. Box 460, 455 Becker Street

Ignacio, CO 81137

Phone 970-563-0500 / Fax 970-563-4524



09/07/2022

Town of Ignacio  
P.O. Box 459  
Ignacio, CO 81137

Dear Town of Ignacio,

We at Ignacio School District would like to thank you for your participation in the Corporate Sponsors Program! Your generous donation of \$250.00 will enable us to continue the programs and activities that set our students and staff up for success.

In return for your participation, you will receive:

- 1 Ten punch pass to attend all home extracurricular events
- 1 Corporate Sponsor sweatshirt (size Small)
- Your name on the ISD webpage and business name on the scrolling scoreboards.

This letter serves as your receipt and tax exempt donation verification for tax purposes:  
(EIN:84-6001447).

Thank you again for your generous donation,

Christopher deKay  
Superintendent  
Ignacio School District  
Phone 970-563-0500/ Fax 970-563-4524

**"TOGETHER WE WILL ENGAGE, EMPOWER, AND PREPARE ALL OF OUR  
LEARNERS FOR THE FUTURE"**





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## Town Managers Report

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**DATE:** September 7, 2022

**REPORT PERIOD:** August 04, 2022 – September 07, 2022

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**

#### **V. NEW BUSINESS:**

A. Rod Gantt Planning Commission Application: Rod Gantt has submitted a Planning Commission application which is in your packet. Please review and consider his appointment.

B. Michael Montoya Planning Commission Application: Michael Montoya has submitted a Planning Commission application which is in your packet. Please review and consider his appointment.

C. Municipal Court Judge Appointing Committee: The Town has two (2) interested Municipal Court Judge candidates who have submitted letters of intent and resumes. The Town Board appoints the Municipal Court Judge and past appointments were first vetted by a committee of Trustees and the Mayor. Please consider volunteering for this committee which will meet and review and interview the two interested candidates. The candidate information is in the Google Shared folder. Please contact Tuggy or I with any questions.

D. The Town Attorney evaluation is complete following the reappointment in April. The Attorney has requested an increase in his hourly rate which is currently \$153/hour and was increased previously in 2018. Mr. Liberman is requesting a rate increase to \$175-\$180 /hour. Please consider this increase and contact me with any questions.

E. RHA Funding Agreement: The RHA has provided an updated Funding Agreement which is in your packet for review. The Agreement details a two (2) year funding scenario for the RHA and designates specific amounts for La Plata County, Durango, Bayfield and Ignacio. Mayor Craig and I serve on the RHA and have been part of the funding discussions. Please review the Agreement and contact the Mayor or I with any questions.

F. CDOT Local Agency Contract for Goddard Sidewalk Project: CDOT is preparing to overlay Highway 172 from Highway 160 to the State line in 2023. This work will include Goddard Avenue through Town and will also include the installation of new ADA ramps at all intersections. CDOT has asked the Town to improve various sidewalk sections in conjunction with this project. The Town of Ignacio is considered a local agency and associated sidewalk work is estimated at \$130,000. The Town has scoped the sidewalk work and is in agreement with the various sections and details associated with this work. Please consider this contract and if approved, Town staff will plan accordingly for this work in the 2023 budget and with funds coming from the Capital Improvement fund. Please contact me with any questions.

G. COVID -19 Update: San Juan Basin Public Health is still operating under an emergency declaration in accordance with the Governor's emergency declaration. The Town's emergency declaration is also tied to SJBPH's declaration and will remain in effect until we change the declaration or the Governor ends the emergency declaration. There is no other associated news on this agenda item.

## **VII.D TOWN MANAGER REPORT**

Town Storm Drainage Project: The Town is working with CDOT on various clearances that may be needed for this project and in association with the discharge into Rock Creek. No work will commence until full clearance and approval is granted. Please contact Jeremey or I with any questions.

Ignacio Downtown Redevelopment Plan: The University of Colorado Technical Assistance (UCTA) team continues to work on this project and update the website with survey findings and other information. The website address is: <https://utapucd.wixsite.com/website-2> Work slowed during the summer months and should resume now that school is back in. Please contact me with any questions.

Timber Age Construction/Sinton Development: Work continues with Timber Age and developer Frank Sinton. We are finalizing the model home design and construction details. We should have fully approved plans in October clearing the way for construction. A Minor Subdivision plat is being prepared for 4 lots in Ignacio South that will support future TAS homes. Once the plan and cost details are complete, TAS and Sinton will make a presentation to the Town Board, which should occur in October.

Utility Fee Waiver Policy: Town staff has not worked on this draft policy and will bring it before the Town Board when complete.

Space to Create (S2C) Project: Town staff continues to work with Colorado Creative Industries and ArtSpace, however not much movement has occurred on this project. We hope to have information to share on this next month. Please contact Tuggy or I with any questions.

Ignacio South Annexation: We have a Special Town Board meeting on September 19<sup>th</sup> to finalize this annexation. The plat is included in your packet for review. All notification requirements have been completed and two draft annexation agreements are under review by respective parties. These draft agreements will be provided once approved by both parties. Please contact me with any questions.

Town Activities and Grant Programs: Grant work continues for our housing projects and includes a request to CHFA for Technical Assistance on the Rock Creek Property and a Letter of Intent for Rock Creek Infrastructure funding through DOLA. The DOLA LOI allows for a future grant request upwards of \$3M and will require a grant match totaling \$400,000. I will discuss this in more detail during the meeting. There are other grants opportunities coming up and we are trying to stay apprised of all the opportunities. Work continues on ELHI, RHA and SWCCOG.

Broadband Initiatives: The Tribe's broadband project continues and the Mayor and I continue to meet with Southern Ute Shared Service (SUSS) representatives regarding their project. I am also attempting to meet with Fasttrack on their broadband project and will share whatever information I have following that meeting. There is also a lot of activity regionally with fiber deployment and includes a project along Highway 151 and 172 that I am involved with. Please contact me with any questions.

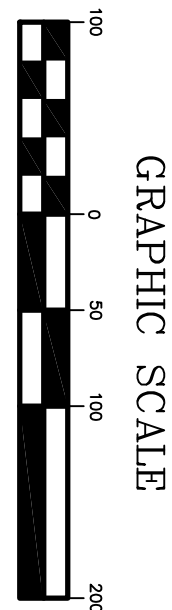
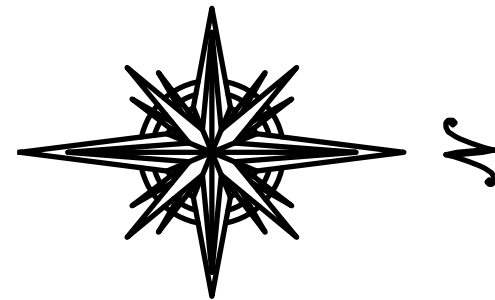
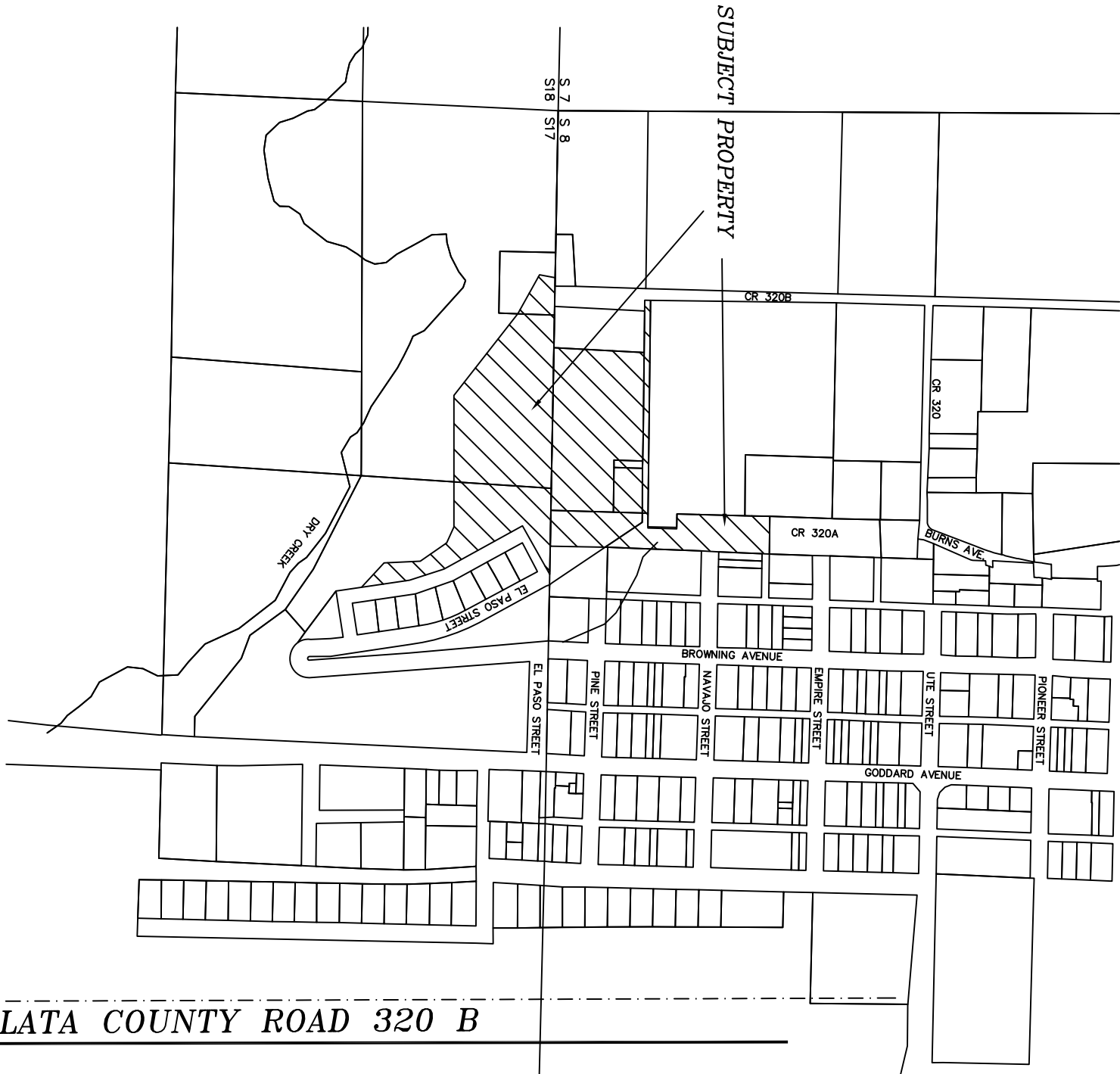
SUIT Tribal Council Meeting: We had our joint meeting with Tribal Council and discussed a number of Town plans and projects. Let me know if you would like to discuss any specific detail further. We are meeting in Executive Session to discuss the raw water easement and possibly the jurisdictional agreement.

Burns Hill Sewer Service Discussions: This project is underway and Town staff are managing the project and other Town demands. Jeremey can provide an update on this during our meeting. Please contact Jeremey or I with any questions.

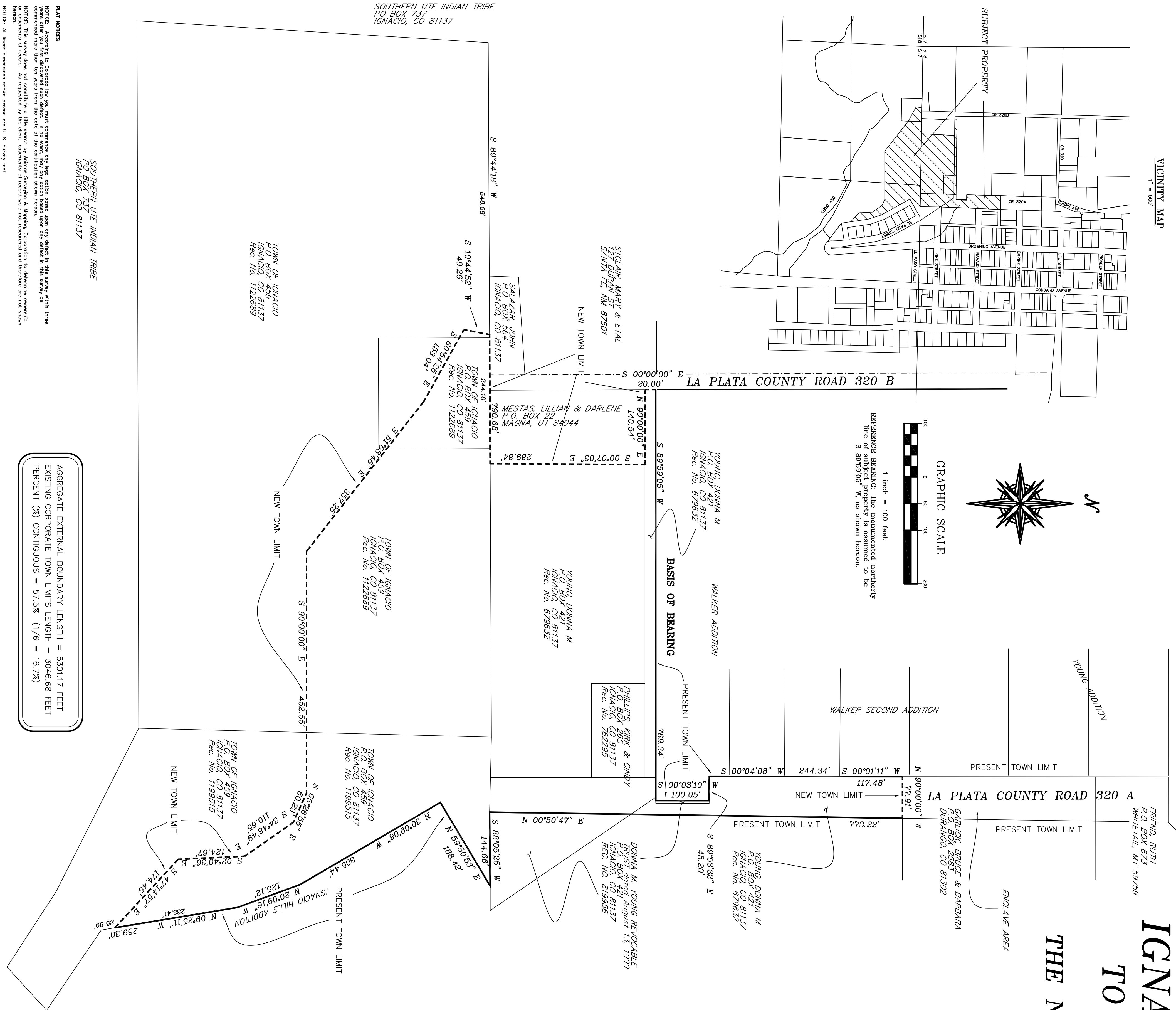
MEETINGS ATTENDED – I continue to attend numerous conference calls and webinars remotely on a variety matters, as well as on multiple grant opportunities. I have also been actively involved in meetings and calls on the RHA and SWCCOG with both entities involved in restructuring. I continually exchange 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!

VICINITY MAP  
1" = 500'



REFERENCE BEARING: The monumented northerly line of subject property is assumed to be S 89°59'05" W, as shown hereon.



# IGNACIO SOUTH ANNEXATION PLAT TO THE TOWN OF IGNACIO, COLORADO LOCATED IN THE SW1/4 SECTION 8 & THE NW1/4 OF SECTION 17, T 33 N, R 7 W, N.M.P.M. LA PLATA COUNTY, COLORADO

## CERTIFICATE OF OWNERS KNOW ALL MEN BY THESE PRESENTS:

That Donna M. Young, whose address is P.O. Box 421, Ignacio, CO 81137, being the legal and record owners of the following described real property:

Parcels of land located in the SW1/4 of Section 8, Township 33 North, Range 7 West of the New Mexico Principal Meridian, La Plata County, Colorado, being that real property described in Quit Claim Deed filed December 2, 1994 in the Office of the La Plata County Clerk and Recorder under Reception Number 679632.

and that Donna M. Young Revocable Trust dated August 13, 1999, whose address is P.O. Box 421, Ignacio, CO 81137, being the legal and record owners of the following described real property:

A parcel of land located in the SW1/4 of Section 8, Township 33 North, Range 7 West of the New Mexico Principal Meridian, La Plata County, Colorado, being that real property described in Quit Claim Deed filed February 19, 2001 in the Office of the La Plata County Clerk and Recorder under Reception Number 810996.

And that Kirk & Cindy Phillips, whose address is P.O. Box 285, Ignacio, CO 81137, being the legal and record owners of the following described real property:

A parcel of land located in the SW1/4 of Section 8, Township 33 North, Range 7 West of the New Mexico Principal Meridian, La Plata County, Colorado, being that real property described in Warranty Deed filed February 12, 1999 in the Office of the La Plata County Clerk and Recorder under Reception Number 762286.

And that the Town of Ignacio, Colorado, whose address is 470 Goddard Ave., Ignacio, CO 81137, being the legal and record owners of the following described real property:

Parcels of land located in the SW1/4 of Section 8 and the NW1/4 of Section 17, Township 33 North, Range 7 West of the New Mexico Principal Meridian, La Plata County, Colorado, being a portion of that real property described in Warranty Deed filed December 28, 2016 and General Warranty Deed filed September 21, 2021 in the Office of the La Plata County Clerk and Recorder under Reception Number 1122089 and Reception Number 1199515, respectively.

Have caused the same to be annexed pursuant to Ordinance No. \_\_\_\_\_, recorded \_\_\_\_\_, 2022, in the Office of the La Plata County Clerk and Recorder under Reception No. \_\_\_\_\_, being platled and designated as the IGNACIO SOUTH ANNEXATION PLAT to the TOWN OF IGNACIO, COLORADO, as shown hereon.

THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES:

By \_\_\_\_\_  
Donna M. Young  
by Deborah Pearson, Conservator

By \_\_\_\_\_  
Kirk Phillips  
By \_\_\_\_\_  
Cindy Phillips

State of Colorado }  
County of La Plata } SS

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Deborah Pearson, Kirk Phillips, Cindy Phillips & Clark Craig, Mayor of the Town of Ignacio, Colorado.

My commission expires \_\_\_\_\_  
Notary Public

## TOWN COUNCIL APPROVAL

This plat and the statements hereon have been approved by the Town Council of the Town of Ignacio, State of Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_  
Clark Craig, Mayor, Town of Ignacio

## SURVEYORS STATEMENT

I, David O. Freimuth, a Registered Professional Land Surveyor of the State of Colorado, do hereby state that this survey was made under my direct supervision and check, is in accordance with the laws and regulations of the State of Colorado, and is a true and correct representation of my knowledge and belief and is not a product of opinion or without sufficient support.

David O. Freimuth, Registered Professional Land Surveyor  
P.O. Box 32457  
Date \_\_\_\_\_  
For and on behalf of Surveying & Mapping, Corporation

CLARK, CRAIG, A & RICHARD J  
P.O. BOX 6  
IGNACIO, CO 81137

CROSS REFERENCE TO TOWN OF IGNACIO  
Recorded Ordinances/Resolutions/Agreements  
Type \_\_\_\_\_ Reception # \_\_\_\_\_  
Type \_\_\_\_\_ Reception # \_\_\_\_\_  
Type \_\_\_\_\_ Reception # \_\_\_\_\_

COUNTY CLERK CERTIFICATE  
STATE OF COLORADO  
LA PLATA COUNTY  
I hereby certify that this instrument was filed for record at \_\_\_\_\_ o'clock \_\_\_\_\_ M., 2022, and duly filed.  
Reception No. \_\_\_\_\_ Fee \$ \_\_\_\_\_  
TIFFANY LEE PARKER, Recorder  
By \_\_\_\_\_ Deputy

IGNACIO SOUTH ANNEXATION PLAT  
TO THE TOWN OF IGNACIO, COLORADO  
LOCATED IN THE SW1/4 SECTION 8 &  
THE NW1/4 OF SECTION 17, T 33 N, R 7 W, N.M.P.M.  
LA PLATA COUNTY, COLORADO

Surveying & Mapping

DRAWN BY: DOF	CHECKED BY: df
SCALE: 1" = 100'	
DATE: 15 AUG 20	
JOB NUMBER: 996-3	1 SHEET 1 OF 1
PROPERTY OWNER(S): TOWN OF IGNACIO	

PLAT NOTES  
NOTES: According to Colorado law and common sense any land action based upon any defect in this survey within three years after you first discovered such defect, in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.  
This plat is subject to the provisions of the Colorado Plat Act, Chapter 12, Article 10, Sections 12-10-101, 12-10-102, 12-10-103, 12-10-104, 12-10-105, 12-10-106, 12-10-107, 12-10-108, 12-10-109, 12-10-110, 12-10-111, 12-10-112, 12-10-113, 12-10-114, 12-10-115, 12-10-116, 12-10-117, 12-10-118, 12-10-119, 12-10-120, 12-10-121, 12-10-122, 12-10-123, 12-10-124, 12-10-125, 12-10-126, 12-10-127, 12-10-128, 12-10-129, 12-10-130, 12-10-131, 12-10-132, 12-10-133, 12-10-134, 12-10-135, 12-10-136, 12-10-137, 12-10-138, 12-10-139, 12-10-140, 12-10-141, 12-10-142, 12-10-143, 12-10-144, 12-10-145, 12-10-146, 12-10-147, 12-10-148, 12-10-149, 12-10-150, 12-10-151, 12-10-152, 12-10-153, 12-10-154, 12-10-155, 12-10-156, 12-10-157, 12-10-158, 12-10-159, 12-10-160, 12-10-161, 12-10-162, 12-10-163, 12-10-164, 12-10-165, 12-10-166, 12-10-167, 12-10-168, 12-10-169, 12-10-170, 12-10-171, 12-10-172, 12-10-173, 12-10-174, 12-10-175, 12-10-176, 12-10-177, 12-10-178, 12-10-179, 12-10-180, 12-10-181, 12-10-182, 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