



IGNACIO TOWN BOARD SPECIAL MEETING AGENDA
Monday, September 19, 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/84427433999>, or Attendees wishing to participate by phone shall call: **346-248-7799** and key in Webinar ID Number: **844 2743 3999**.*

*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 SPECIAL MEETING TO ORDER: Pledge of Allegiance**
- II. ROLL CALL**
- III. APPROVAL OF THE AGENDA**
- IV. NEW BUSINESS**
 - A. Public Hearing on Annexation
 - B. Ordinance 351 – Ignacio South Annexation
- V. MISCELLANEOUS**
- VI. ADJOURNMENT**

ORDINANCE NO. 351

AN ORDINANCE OF THE TOWN OF IGNACIO, COLORADO, ANNEXING PROPERTIES ALONG COUNTY ROADS 320A, 320B AND EL PASO ALLEY INTO THE MUNICIPAL CORPORATE BOUNDARIES

WHEREAS, the Town received all pertinent information concerning the properties located along County Road 320A, 320B, and El Paso Alley for the annexation of these properties; and

WHEREAS, the Town approved Resolution 09-2022 on August 8, 2022, formally initiating this annexation; and

WHEREAS, the Town reviewed all information and determined the property and submittals meets all annexation requirements including the La Plata County Impact Report Waiver; and

WHEREAS, the Town has completed agency and neighbor notifications and the Town Board has conducted a public hearing and found that all of the requirements of C.R.S. 31-12-101 *et seq.* have been fulfilled.

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

1. The attached Exhibit A titled Ignacio South Annexation Plat details the subject properties that are hereby annexed into the Town of Ignacio.
2. The attached Exhibit B titled Young Annexation Agreement is approved as a condition of this annexation.
3. The attached Exhibit C titled Phillips Annexation Agreement is approved as a condition of this annexation.

PASSED, APPROVED AND ORDERED PUBLISHED this 19th day of September, 2022.

TOWN OF IGNACIO:

Clark Craig, Mayor

ATTEST:

Tuggy Dunton, Town Clerk



ACCOUNTABILITY · INTEGRITY · RESPECT

Board of County Commissioners,
Matt Salka, Chair
Marsha Porter-Norton, Vice Chair
Clyde Church, Commissioner

1101 East 2nd Ave
Durango, CO 81301
(970)382-6219

August 23, 2022

Mark B. Garcia
Interim Town Manager
Town of Ignacio
P.O. Box 459
540 Goddard Ave.
Ignacio, CO 81137

Re: Ignacio South Annexation Impact Report Waiver

Dear Mr. Garcia:

The Board of County Commissioners has received the request to waive the Ignacio South Annexation Impact report, as required by CRS 31-12-108.5, letter dated August 8, 2019 (2022).

The Board of County Commissioners of La Plata County has reviewed and hereby approves the requested waiver.

Sincerely,

LA PLATA COUNTY
BOARD OF COUNTY COMMISSIONERS


Matt Salka
Chair


Marsha Porter-Norton
Vice Chair


Clyde Church
Commissioner

ANNEXATION AND DEVELOPMENT AGREEMENT

This Annexation and Development Agreement is made and entered into this 19th day of September, 2022, by and between the Young Property (hereinafter referred to as “Young”) and the Town of Ignacio, Colorado, (hereinafter referred to as the “Town”).

The parties hereto acknowledge and agree as follows:

1. **Owner.** The Young properties are detailed in the Ignacio South Annexation Plat, Exhibit A attached hereto and incorporated herein by this reference. Portions of Young properties are already within the Town limits and the intent of this annexation is to annex all denoted Young properties in Exhibit A into the Town. Certain Young properties are owned by Donna M. Young and others are owned by Donna M. Young Revocable Trust and representatives for these properties are denoted on the signature lines of this Agreement.
2. **Annexation and Subdivision.** The Town has worked with Young on a Letter of Intent that would dedicate specific Young property to the Town for the establishment of dedicated Right of Way (ROW) for County Road 320A, and for the amendment of Young property boundaries necessary for this dedication. The Town is responsible for the coordination and execution of the Ignacio South Annexation, which upon approval will allow for specific boundary amendments that will be defined in a boundary plat in accordance with this annexation and the Letter of Intent.

Upon completion of the Ignacio South Annexation, the Ignacio South Boundary Adjustment plat for Young properties will be executed in accordance with Exhibit B hereby incorporated herein by this reference. Upon completion of the Young property boundary amendments, new boundaries will be established from portions of Young properties and establish a new property boundary that will be dedicated to the Town and established as ROW and open space, and a new property boundary encompassing an existing residence and associated property. These boundary amendments do not create new lots and only adjust boundaries. Additional boundary work will be completed on other Young properties and result in the consolidation of a portion of a smaller property into a larger adjoining property, and again not creating any new lots. Lastly, a portion of smaller Young property will be dedicated and consolidated to the Phillips property and is also denoted on Exhibit B.
3. **Annexation Conditions.** The parties agree to the above annexation, zoning and subdivision detailed in Item 2. above and will execute all necessary documents to effect these changes. The Town acknowledges the legal representatives for the Young properties and will ensure all documentation is properly identified.

Future development of all Young property shall be subject to the provisions of State Law, the Town of Ignacio’s Land Use Code, and any other applicable Town ordinances

5. **Zoning and Land Use Designation.** Young hereby consents and the Town hereby agrees to zone the properties as follows:

Exhibit B:

TOI comprises approximately 1.65 acres and shall be dedicated to the Town for ROW and open space.

YRT (Young Revocable Trust) comprises approximately 1.48 acres and shall be zoned Single Family Residential District, R-1. The current structure and use of this property is consistent with this zoning designation denoted in the current Town of Ignacio Land Use and Development Code.

YOUNG comprises approximately 3.73 acres and shall be zoned Agricultural District, AG. The current structure and use of this property is consistent with the zoning designation denoted in the current Town of Ignacio Land Use and Development Code.

6. **Installation of Utilities.** Certain Young properties are currently served by various Town utilities (i.e. water, sewer and natural gas). Other Young properties are not served by Town utilities but utilities are nearby and can be extended to the property directly. Future development of Young property not served by Town utilities will require the extension of Town utilities and payment of associated plant investment and tap fees. Town development and construction standards will provide the guidance and direction for the extension and connectivity of utilities. Young agrees to support the extension of utilities and will provide easements where necessary on Young property for utility extension purposes or for all existing utility uses.

The parties specifically agree that the Town shall not have any obligation to install or upgrade any utilities and the Town shall not be required to incur any expenses of any kind to provide utility services to the properties or to any individual home or other improvement located within the properties.

7. **Water Rights.** Young shall be required at the time of any future development of the property, or future change in the use of property, to dedicate irrigation water rights to the Town. The Town may waive the dedication of irrigation water rights if it is deemed by the Town Board that the subject water rights cannot be put to beneficial use by the development or Town.
8. **Access.** All Young properties denoted in this annexation and annexation agreement have access from CR 320A and CR 320B. Once the annexation and property boundary work is complete the Town agrees to rename CR 320A to Lundsford Lane in accordance with the Letter of Intent mentioned previously in this agreement.
9. **Processing Fees.** The Town has waived Annexation fees, however Young shall pay all fees required by the Town for future development, including, but not limited to, fees for

land use applications, subdivisions, plant investment and tap fees, building permits and project permits.

10. **Impact Fees.** The Town has established certain uniform development impact fees that directly address the effect of development intended to occur within the corporate boundaries. Currently, the Town is waiving Impact Fees and anticipates ending this fee entirely. However, in the event Impact Fees are not abolished, Young will be required to pay appropriate fees when development occurs on the subject property.
11. **Annexation Plan.** Young has not completed an Annexation Plan for the subject properties and instead focused on the subdivision and consolidations discussed above. The subdivision and consolidation plans will be processed in the next two (2) months and no Town fees will be assessed for this work.
14. **Effective Date.** This Agreement shall be effective upon the attesting date from the Town Clerk which was preceded by the review and approval by the Town and Young respectively.
15. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Legal actions necessary due to failure to act in accordance with this Agreement sought by either the Town or Young shall be processed in the appropriate County or District court.
16. **Attorney's Fees.** The prevailing party in any litigation arising from this Agreement shall be entitled to recover all costs of that action, including but not limited to reasonable attorney's fees.
17. **Covenant.** The provisions of this Agreement shall constitute covenants which shall run with the land comprising the property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the parties hereto.
18. **Recordation.** The Town shall record a copy of this Agreement with the Clerk and Recorder of La Plata County within 10 days following its execution by both parties.
19. **Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the property.
20. **Severability.** If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision,

condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

21. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.
22. **No Third-Party Beneficiaries.** The only parties to this Agreement are the Town and Young legal representatives, and their successors-in-interest. There are no third-party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.
23. **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.
24. **Legal Advice; Neutral Interpretation; and Headings.** Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. The headings used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.
25. **Discretion to Encumber.** This Agreement shall not prevent or limit Young in any manner, at its sole discretion, from encumbering the property or any portion of the property or any improvement on the property, any mortgage, deed of trust or other security device securing financing with respect to the property or its improvements.
26. **Notice.** Any notice required by this Agreement shall be effective if sent via Certified U.S. Mail, postage prepaid, addressed as follows (unless changed by written notice by one party to the other):

Town of Ignacio:

P.O. Box 459, Ignacio, CO 81137

Deborah Pearson, Conservator:

XXXXXX, XXX, CO 81137

Donna M. Young Revocable Trust

xxxxxxx, xxxxx, xx 88888

Terri M. Martin, Trustee

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TOWN OF IGNACIO, COLORADO:

By: _____
Clark Craig, Mayor

Attest.

By: _____
Tuggy Dunton, Town Clerk

DEBORAH PEARSON

By: Deborah Pearson

DONNA M. YOUNG REVOCABLE TRUST

By: _____
Terri M. Martin

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public