



IGNACIO TOWN BOARD MEETING
WEDNESDAY, NOVEMBER 18, 2015 - 7:00 PM
570 Goddard—Ignacio Town Hall

6:15 P.M. BUDGET WORKSHOP

- I. CALL REGULAR MEETING TO ORDER: PLEDGE OF ALLEGIANCE AND ROLL CALL
- II. PUBLIC COMMENTS: The Town Board values public comment and expects speakers to be courteous showing how one can respectfully disagree with others' views. Comments will address only the Board and may be limited to 5 minutes per person. Please do not comment on items listed on the Agenda as opportunity will be given to comment during these discussions.
- III. APPROVAL OF MINUTES:
 - A. October 21, 2015
 - B. October 28, 2015
- IV. UNFINISHED BUSINESS:
- V. NEW BUSINESS
 - A. Pinion Liquor License Renewal
 - B. Approve Regional Housing Alliance Funding Agreement for 2016
 - C. Approve Southwest Colorado Council of Governments IGA Regarding the Main Street Redevelopment DOLA Grant Award
- VI. STAFF REPORTS
 - A. Police Department
 - B. Public Works
 - C. Treasurer
 - D. Community Development Coordinator:
 - E. Town Attorney
 - F. Town Manager
- VII. TRUSTEE REPORTS
- VIII. ADJOURNMENT

2015

Thursday, December 24	Close Town Hall at 12:00 pm.
Friday, December 25	Christmas Day
Thursday, December 31	Close Town Hall at 12:00 pm.

2016

Friday, January 1	New Years Day
Monday, January 18	Martin Luther King, Jr.
Monday, February 15	Washington's Birthday
Monday, May 30	Memorial Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Monday, October 10	Columbus Day
Friday, November 11	Veterans Day
Thursday, November 24	Thanksgiving Day
Friday, November 25	Thanksgiving Vacation
Friday, December 10	Leonard Burch
Monday, December 26	Christmas Day

**Regular Meeting and Budget Workshop
of the Town Of Ignacio Board of Trustees
Wednesday, December 3, 2014**

6:15 Budget Workshop: Mayor Stella Cox opened the Budget Workshop at 6:17 p.m. **Trustees Present:** Mayor Protem Alison deKay, Edward Box, III, Thomas Atencio, Dixie Melton and Cecilia Robbins. **Trustees Absent:** Lawrence Bartley. **Staff:** Lee San Miguel, Town Manager; Georgann Valdez, Town Clerk; Lisa Rea, Town Treasurer and James Brown, Public Works Director. Audience: Carol McWilliams.

Town Treasurer reviewed the changes made at the November 19 Budget Hearing.

- 1) Revenue for Tap Fees was added to the Budget for Proposed Dollar Store and Community Church: \$3000 Water Tap Fees; \$3000 Gas Tap Fees and \$1800 Sewer Tap Fees.
- 2) The Technical Service Costs for the migration of the emails in the cloud were added to the Budget: \$3700.
- 3) COLA AND MERIT: Several options were presented to the Board. Following a discussion, The Board agreed to a 3% CoLA and 2% MERIT by consensus.

The Budget Workshop concluded at 6:49 p.m.

I. CALL REGULAR MEETING TO ORDER: ROLL CALL

Mayor Stella Cox called the Regular Meeting to order at 7:00 p.m. **Trustees Present:** Mayor Protem Alison deKay, Edward Box, III, Thomas Atencio, Dixie Melton and Cecilia Robbins. **Trustees Absent:** Lawrence Bartley **Staff:** Lee San Miguel, Town Manager; Georgann Valdez, Town Clerk; Lisa Rea, Town Treasurer and James Brown, Public Works Director. Audience: Carol McWilliams.

- II. HOLIDAY CALENDAR MEMO:** Staff recommended a Revised Holiday Calendar for the Board to consider, approved by Acting Town Manager Kirk Phillips and Lisa. No staff meeting was held due to the Holidays. The calendar allows: Town Hall Office to close every year on the Friday after Thanksgiving as a paid Holiday; the Office to close every year for Leonard C. Burch Day on December 10, as an annual paid holiday, unless it falls on a Saturday or Sunday; Town Hall to close at 1:00 pm. on Christmas Eve and New Year's Eve, as paid Holiday leave. Staff is also recommending that Town Hall be closed on the following Fridays, December 26 and January 2, as paid Holidays, this would happen once every seven years that Christmas Day and New Year's Day falls on a Thursday; and in the event that the 4th of July falls on a weekend, the paid holiday will be on Monday or Friday, before or after the 4th. The Board approved all except the Leonard C. Burch Day; this could be taken in lieu of Columbus/Diversity Day already recognized as a Federal Holiday. Staff will decide on one or the other. Employees will use Comp Time or Vacation for the day after New Year's Day, when it falls on a Thursday.

- III. CHRISTMAS BONUS:** Mayor Stella Cox recused herself from the discussion and vote because her spouse is a Town employee. **Trustee Atencio moved to table further discussion till**

December 11. The motion failed due to lack of a second. Trustee Robbins moved to give a \$150 Christmas Bonus to full time employees and \$75 to part-time employees. Trustee Atencio seconded. The motion failed by 3-2, with Mayor Cox abstaining, Mayor Protem deKay moved to give a \$300 net-pay bonus to full-time and \$150 to part-time employees. Trustee Box seconded. The motion passed by 3-2-1 vote.

The next meeting will be December 11, 2014 at 6:00 p.m. to finalize the Budget and Certify the Mill Levy. The location for the Regular meeting on December 17, 2014 will be at the Community Library, as there will work done in the Community Room during that week.

Mr. San Miguel met with Smart Pad Living out of Arizona regarding creative modular homes. They are willing to make a presentation to the Board in January. This could be a step forward for the affordable housing development of Rock Creek III.

Following the Tribal Elections in December, a Joint Meeting with the Board and Tribal Council will be scheduled after the first of the year.

A Public Hearing is scheduled for December 17, 2014 at 6:30 to hear comments on mixed use in the Business District. There was a brief discussion regarding zoning on Browning.

- IV. ADJOURNMENT:** Being no further business before the Board, Mayor Cox adjourned the meeting at 8:21 p.m. The next regular meeting will be December 11, 2014, at 7:00 p.m. at the Abel F. Atencio Community Center at 570 Goddard.

Stella Cox, Mayor

Date

Attest: Georgann Valdez, Town Clerk

**Regular Meeting
of the Town Of Ignacio Board of Trustees
Wednesday, October 21, 2015**

BUDGET WORKSHOP: (6:00 – 7:40) Board Present: Thomas Atencio, Lawrence Bartley, Alison deKay, Sandra Maez and Stella Cox. Staff: Mark Garcia, Kirk Phillips, Georgann Valdez, Dan Naiman, Diana Briar, James Brown. Audience: Carol McWilliams.

Allocation formulas on Enterprise Funds were revised; utility rate analysis, payroll expenditures, county sales tax projections, adjusting benefits, moving related costs to the General Fund, anticipated grants were areas touched on. Department Heads were asked to review narratives from last years' budget, goals set, and those met. Insurance benefits were discussed. Gas mainline replacement project and the purchase of a Vactor truck were proposed.

- I. CALL REGULAR MEETING TO ORDER: PLEDGE OF ALLEGIANCE AND ROLL CALL:** Mayor Stella Cox called the Regular Meeting to order at 8:07 p.m. Trustees Present: Thomas Atencio, Lawrence Bartley, Edward Box III, Alison deKay, Sandra Maez and Dixie Melton Staff: Mark Garcia, Interim Town Manager; Georgann Valdez, Town Clerk; Diana Briar, Town Treasurer; Dan Naiman, Community Development Coordinator; Kirk Phillips, Chief of Police; James Brown, Public Works Director. Audience: Carol McWilliams.

Ms. Briar stated the deadline for enrollment or opting out of CEBT is October 30. The Board will meet Wednesday, October 28 at 6:00 to discuss the insurance component. No meeting will be held November 4.

- II. PUBLIC COMMENT: None**

III. APPROVAL OF MINUTES:

- A. September 16, 2015:** Trustee Maez had a correction that it was Rylan instead of Marcus Maez who made the request for YAFL funding.
- B. October 7, 2015: No changes.**
Trustee Atencio moved to approve the minutes for both meetings, with the correction. Trustee Maez seconded. The motion passed by unanimous voice vote.

IV. UNFINISHED BUSINESS:

- A. SWCCOG IGA for Downtown Development Grant:** Mr. Naiman has not had a chance to delve into plan; to be discussed at the November 18 meeting.

V. NEW BUSINESS:

- A. SIDEKICK LOUNGE LIQUOR LICENSE RENEWAL:** Trustee Box moved to approve the Sidekick Lounge Liquor License Renewal. Trustee Melton seconded. The motion passed by unanimous voice vote.

- B. RESOLUTION 09-2015 SUPPORT OF THE GRANT APPLICATION FOR GREAT OUTDOORS COLORADO TRUST FUNDS.** This grant will cover playground equipment replacement for Shoshone Park and 10 trees at Campbell Park. **Mayor Pro Tem deKay moved to approve Resolution 09-2015 in support of the grant application for Great Outdoors Colorado Trust funds. Seconded by Trustee Box. The motion passed by unanimous voice vote.**

VI. STAFF REPORTS:

- A. Police Department:** IPD caught a burglary in progress and the individual was arrested. The business had surveillance and alarm. Graffiti on Goddard was discussed at length; cameras, utilizing Youth Services to paint over and wireless monitors were discussed.
- B. Public Works:** Report was submitted last week. Water leak was discussed at length; water sold vs. purchased. Discussion included replacing slow running water meters, consumption reports, leak survey and purchasing leak detection equipment. Other discussion included new signs received from CDOT.
- C. Treasurer:** County Sales Tax for \$71,000 was received after reports were printed. Discussion with LPC regarding the Town receiving tax revenue sooner.
- D. Community Development Coordinator:** Report in Board Packet. (Mr. Naiman left after the budget workshop.) Questions regarding the utility connections to the Dollar Store were answered by James.
- E. Town Attorney:** Mr. Garcia had a conversation with Mr. Liberman and asked him not to attend, stating he is over budget.
- F. Town Manager:** Manager's report handed to Board at meeting. Schedule a little erratic. Met with Board members; discussed projects and goals. Met with Staff; work on sales tax projections, insurance, utility rate analysis; working with Jackie on IT and purchase of new server; with Kirk and James on policies and procedures; projects, communicating with Dan on annexations, code enforcement and a number of topics. Met with Tribal Chairman; sent letter from Town identifying committee appointees; discussed scope for tax exemption impact, suggestions on utility discussions, appointment to be scheduled. Meetings with Chamber, Library Board outreach meeting and El-Hi Community Center. On the Mosquito Control Contract, Kirk has been playing phone tag with Kevin from the Tribal Agriculture Dept. Not sure what our share of the contract is, or if the service will even be offered. The service provider may not be offering the service in the area. The individual may go out on his own to start his own company.

Mr. Garcia met with a local business owner regarding the local sales tax exemption issue. He will help draft a letter from the business community to the Dept. of Revenue;

asking for a clarification on the exemption and recording requirements. Mayor Pro Tem deKay asked what the committee's role is. This was discussed briefly.

Trustee Atencio and Trustee Maez approached eight members of the business community. The consensus is that merchants are aware of the new tax exemption law for Tribal members and are awaiting direction from the Dept. of Revenue. Some have been approached by tribal members; two actually presented census number and were given the exemption. They are tracking the sales, but have questions regarding the reporting to the State. Tribal members are being encouraged to use their census numbers and ask for the exemption. Determining the impact is difficult.

VII. TRUSTEE REPORTS: None

VIII. ADJOURNMENT: Being no further business before the Board, Mayor Cox adjourned the meeting at 9:11 p.m. The next regular meeting will be November 18, 2015 at 7:00 p.m. at the Abel F. Atencio Community Center at 570 Goddard Avenue.

Stella Cox, Mayor

Date

Attest: Georgann Valdez, Town

**Regular Meeting
of the Town Of Ignacio Board of Trustees
Wednesday, October 28, 2015**

- I. **BUDGET WORK SESSION: EMPLOYEES' INSURANCE BENEFITS DISCUSSION:** Mayor Stella Cox opened the Budget Discussion at 6:11 p.m. Trustees Present: Thomas Atencio, Edward Box III, Alison deKay, Sandra Maez and Dixie Melton. Mark Garcia, Interim Town Manager by phone; Georgann Valdez, Town Clerk; Diana Briar, Town Treasurer; Dan Naiman, Community Development Coordinator; Kirk Phillips, Chief of Police and James Brown, Public Works Director.

Ms. Briar explained the deadline for opting out of CEBT is Friday, October 30. Penalty for not giving a 60 day notice of cancellation, employees will have to pay for claims received after January 1. Colorado Employers Benefit Trust (CEBT) is the Town's current insurance provider for health, dental, vision and life.

Mayor Cox said the options before the Board are to stay with CEBT or change to Public Service Health Care Group plan at a considerable savings to bring the 2016 budget into balance. The savings from the new health plan is 37% and offers a flexible spending account and a Health Reimbursement Account (HRA). The Flex Plan account allows for employees' pre-tax contributions to be used for health purposes; plan ahead for medical procedures, dental or vision care; prescriptions, etc.

Mr. Garcia stated the proposed insurance plan will be a \$32,000 savings and will bring a balanced budget within reach. Trustee Melton asked what the final figure is to balance the budget, specifically how far are we from balancing? Mr. Garcia explained with the figures from the new health plan, which includes \$9000 for the HRA and \$3600 for dependent health care, and once he got the sales tax projections from the County he would have those numbers. Ms. Briar explained from her research, the projected sales tax would be \$720,000 and with the new proposed health plan, the budget would be balance. Mr. Garcia stated he would like to confirm all the numbers and bring the Board a new financial report.

Trustee Atencio asked why Mr. Garcia only considered Plan B of the United Health Care options. Plan A has a much lower deductible; \$750 compared to \$3000 for Plan B and would only cost \$900 a month more, and stated Plan A was more comparable to CEBT's plan. Mr. Garcia explained Plan B includes an HRA allowance of \$2000 per employee to lessen the impact of the \$3000 deductible. He recommended the Board make the decision about opting out of CEBT and then he could review both plans with United Health Care. Under Plan B, each employee's allowance would be \$550 for the health plan, plus \$100 for the supplemental insurance (AFLAC). With either plan there is a significant savings over the CEBT plan; details can be worked out on which plan the employee's elect and any additional costs.

Mr. Garcia will confirm the numbers with Ms. Briar; if the budget is in balance with the proposed plan, we will notify CEBT by Friday of cancellation. Trustee Atencio suggested staying with CEBT and doing more research on other health plans. It's a big decision to make with employee's benefits. Trustee Melton would like more options presented before a decision is made too quickly. Mayor Pro Tem deKay favored Plan B.

After several options were discussed, questions were answered, the Board elected to opt out of CEBT, looking into more detail at the two plans discussed, offering \$100 for supplemental insurance; and an additional \$100 for dependent care. Financials will be ready by weeks' end, and will be sent to the Board, per Mr. Garcia.

Mr. Naiman stated staff should have been considered in the decision that affects their benefits. Mr. Garcia responded this budget process should be between the Board and the Administrator. Time has not allowed for the communication between the administrator and staff. Mayor Pro Tem deKay would like to see more time to do the research in the future.

- II. **ADJOURNMENT:** Being no further business before the Board, Mayor Cox adjourned the meeting at 7:06 p.m. The next regular meeting will be November 18, 2015 at 7:00 p.m. at the Abel F. Atencio Community Center at 570 Goddard Avenue.

Stella Cox, Mayor

Date

Attest: Georgann Valdez, Town



SOUTHERN UTE COMMUNITY ACTION PROGRAMS, INC.
ADMINISTRATIVE OFFICE

Dan Naiman
Member, SUCAP Board of Directors
P.O. Box 459
Ignacio, Colorado 81137

October 15, 2015

Dear SUCAP Board Member,

We're writing to express our support for your service to SUCAP and to remind you that it is time to commit to your personal donation for FY 2016.

The board has become more active in the last two years. Your volunteer time has helped us carry out our strategic plan and perform self assessments for each division, in addition to the careful thought and guidance you provide through regular board meetings. Speaking on behalf of the staff, we greatly appreciate your time and consideration.

SUCAP needs to let our funders and supporters know that our board is also with us when it comes to providing monetary support. Our applications to foundations and other funders are more successful when they read that 100% of the board membership has donated to the organization.

Remember that, regardless of the amount of your donation, it is your participation with the board in supporting SUCAP that is important.

Please return the enclosed form to SUCAP in the envelope provided before the end of this year. With your support, we will reach 100% board participation for the first time ever!

Thanks in advance for your generosity. Please contact either of us if you have questions.

Sincerely,

Eileen Wasserbach
Executive Director

Kathleen Sitton
Board President

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

PINON LIQUORS
 PO BOX 1230
 IGNACIO CO 81137-1230

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name SOL ENTERPRISES INC		DBA PINON LIQUORS		
Liquor License # 09928550000	License Type Liquor Store (city)	Sales Tax License # 09928550000	Expiration Date 1/3/2016	Due Date 11/19/2015
Street Address 125 GODDARD AVE IGNACIO CO 81137-9765				Phone Number (970) 563 4083
Mailing Address PO BOX 1230 IGNACIO CO 81137-1230				
Operating Manager Chris Cushing	Date of Birth 8-27-55	Home Address 52 Silver Mountain Dr CO 81301	Phone Number 970 759 2757	

1. Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Chris Cushing	Title Pres/Owner/Mgr
Signature 	Date 10-28-15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For	Date
Signature	Title
	Attest

TO: Ignacio Town Board of Trustees
FROM: Kirk Phillips, Chief of Police *KP*
RE: Pinon Liquors – Liquor License Renewal
DATE: November 12, 2015

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There have been no violations at the above listed location.

2016 INTERGOVERNMENTAL FUNDING AGREEMENT FOR THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

This 2016 Intergovernmental Funding Agreement for The Regional Housing Alliance of La Plata County (hereafter the “Agreement”) is entered by and between the Board of County Commissioners of La Plata County, Colorado whose address is 1060 E. Second Avenue, Durango, Colorado (hereafter “La Plata County”), the City of Durango, Colorado whose address is 949 East Second Avenue, Durango, Colorado (hereafter “Durango”), The Town of Ignacio, Colorado, whose address is 540 Goddard Avenue, Ignacio, Colorado (hereafter “Ignacio”), the Town of Bayfield, Colorado whose address is 1199 Bayfield Parkway, Bayfield, Colorado (hereafter “Bayfield”), and the Regional Housing Alliance of La Plata County (hereafter the “RHA”) whose address is 124 East 9th Street, Durango, Colorado 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 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 2016 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, 2016.
- 2. **Funding of RHA.**
 - 2.1 *Funding Obligations – Generally.* La Plata County, City of Durango, Town of Ignacio, and the Town of Bayfield agree to provide funding to RHA for 2016 in the

total aggregate amount of Two Hundred Eighty-Five Thousand, Six Hundred Sixty Dollars (\$285,660).

2.2 *Proportional Shares of Funding.* The Parties agree that the responsibility for funding the obligations set forth in Section 2.1 herein should be shared by the Parties in the following proportions:

La Plata County	61 %	\$174,252.00
City of Durango	33 %	\$94,268.00
Town of Ignacio	1 %	\$2,857.00
Town of Bayfield	5 %	\$14,283.00

2.3 *Payment Dates.* All entities shall make payment to RHA by February 1, 2016.

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

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

3.1 *Basic Services.* In return for the funding provided by the Parties, RHA agrees to provide such entities the “Basic Services” described in Exhibit A attached hereto and incorporated herein.

3.2 *Additional Services.* In addition to the provision of Basic Services as described in Section 3.1 above, RHA may provide for the Parties, upon request, additional housing-related services to be agreed upon by RHA and the entity requesting such additional services. For such additional services (“Additional Services”), RHA shall be paid by the entity requesting such Additional Services an hourly rate or a lump sum fee as negotiated between the requesting entity and RHA. Only the entity requesting the Additional Services shall be obligated to pay RHA for such Additional Services.

3.3 *Use of RHA Services.* The Parties agree to utilize RHA for the provision of housing-related services when RHA has the skill, talent, and expertise to perform the required services.

3.4 *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.** Because this Agreement involves the expenditure of public funds, this contract is contingent upon continued availability of such funds for payment. 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.
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 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 _____, 2015

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

Attest:

County Clerk

Chairperson Julie Westendorff

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

Dated this _____ day of _____, 2015 **CITY OF DURANGO, COLORADO**

Attest:

City Clerk

Mayor Dean Brookie

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

Dated this _____ day of _____, 2015 **TOWN OF IGNACIO, COLORADO**

Attest:

Town Clerk

Mayor Stella Cox

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

Dated this ____ day of _____, 2015 **TOWN OF BAYFIELD, COLORADO**

Attest:

Town Clerk

Mayor Rick Smith

ADDITIONAL SIGNATURE ON THE FOLLOWING PAGE

Dated this ____ day of _____, 2015 **REGIONAL HOUSING ALLIANCE
OF LA PLATA COUNTY**

Attest:

Clerk

Executive Director Karen Iverson

EXHIBIT A

BASIC SERVICES

Homebuyer Assistance Program

RHA, either directly or through a subcontract with La Plata Homes Fund will offer a comprehensive Homebuyer Assistance Program to empower low-and moderate income residents with the tools and resources to achieve homeownership in La Plata County. The Homes Fund is an independent nonprofit that is able to leverage capital resources for La Plata County. RHA, either directly and/or through a subcontract with La Plata Homes Fund, will:

- Provide a minimum of 11 Homebuyer Education Classes in La Plata County;
- Graduate at least 170 families from the Homebuyer Education Classes;
- Provide individual counseling to at least 85 families;
- Provide at least 15 mortgage assistance loans to homebuyers in La Plata County;
- Apply for at least \$400,000 in capital resources;
- Educate local lenders and realtors about below-market products available; and
- Market, package, or administer loan and assistance programs offered by other lenders that could be utilized by La Plata County residents such as Mortgage Credit Certificates.

Housing Development Program

RHA, either directly or through a subcontract with La Plata Homes Fund, will develop and/or own new and preserve existing affordable housing units in La Plata County. Potential projects include the Rock Creek site in Ignacio, social campus lease site in Durango, and other sites as they become identified and/or are dedicated to RHA. It is RHA's goal to develop 100 units of affordable rental housing in La Plata County by 2020. RHA, either directly and/or through a subcontract with La Plata Homes Fund, will:

- Complete construction and lease up 50 unit Lumien Apartments adding 50 affordable rental units;
- Identify, secure, and hold sites for affordable housing development either directly or on behalf of the Parties including the Rock Creek parcel, social campus lease site, Tamaron parcel, and sites associated with Fair Share compliance including sites at Twin Buttes and Three Springs;
- Complete pre-development tasks, assemble development team, and submit funding applications for at least one 30-unit rental project by 2017;
- Explore opportunities to acquire and preserve existing affordable rental communities; and
- Explore a homeownership development model to build affordable homeownership opportunities.

Fair Share Policy Administration

RHA will generate new resources for affordable housing through effective administration of inclusionary housing programs. Specifically, RHA will:

- Administer and monitor Fair Share Programs, Workforce Housing Agreements, and deed restriction units for each entity that adopts such a policy or has such an agreement;
- Create and update administrative procedures for each entity that adopts a Fair Share Program;
- Collect and deploy Fair Share fee-in lieu funds;
- Provide financial reporting for fee-in lieu funds collected and expended;
- Review and update pricing schedules annually based on changes to HUD incomes, prevailing interest rates, and market rate price of entry-level homes;
- Create and administer affordability controls (however, based on type of control there may be additional costs); and
- Provide recommendations on affordable housing elements of development proposals, which includes reviewing pro-formas.

Policy Development

RHA will foster inter-jurisdictional collaboration on housing policies that will provide affordable housing near jobs, transportation, and services. This is a broad strategy to collaborate on larger policy issues that will encourage affordable housing near jobs, transportation, and services. This strategy also focuses on keeping affordable housing as a top priority in the community. As requested by the jurisdiction, RHA will:

- Periodically update the La Plata County Needs Assessment and Housing Action Plan for planning purposes (at least every five years);
- Provide educational materials and services regarding housing policy and development best practices, and relevant state and federal initiatives. This may including providing sample policies, resources, grant opportunities, and program information to participating entities;
- Advise entities and their planning commissions or staff on housing-related issues, policies, and development options; and
- Draft housing policies (this will not include legal expenses of review).

RHA Direct Results	Cumulative	2015 Projections	2016 Projections
<u>Housing Counseling</u> One-on-one individualized, personal counseling	954 households	85 households	85 households
<u>Homebuyer Education Class</u> Eight-hour, monthly classes taught in diverse locations	1,035 households	170 households	170 households
<u>Mortgage Assistance</u> Clients who received an RHA or HF loan Amount of mortgage assistance provided	135 households \$3.5M	15 households \$350,000	15 households \$350,000
<u>New Homeowners</u> Who received counseling and/or took class	198 households	25 households	25 households
<u>Mortgage Credit Certificates</u> Homebuyers who receive increased tax benefits to their regular mortgage interest deduction	61 households	10 households	10 households
<u>RHA Sponsored Development</u> Rental housing		50 unit Lumien completed Additional pre-development studies for Rock Creek	Prepare/submit LIHTC application for 30-unit rental project
<u>Fair Share Program</u> Land, money, or homes donated from developers	93 Units \$500,800 collected \$27M in obligation	8 Loans 2 Three Springs Units \$100,000 fee-in-lieu committed for new development	4-6 loans from fee-in-lieu depending on available capital from DMR/City of Durango.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
AND
THE TOWN OF _____, ONE OF ITS MEMBER GOVERNMENTS,
REGARDING THE MAIN STREET REDEVELOPMENT DOLA GRANT AWARD**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into this _____ day of _____, 2015, by and between the SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS, (hereinafter referred to as the “SWCCOG”) whose address is PO Box 963 Durango, Colorado, 81302, and the TOWN OF _____, whose address is _____ (hereinafter referred to as the “Member Government”) (collectively, the “Parties”).

RECITALS

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. §29-1-203 allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government; and

WHEREAS, in conjunction with the Downtown Development Project (“Project”), the SWCCOG has previously submitted a grant application and agreed to act as a sponsor and fiscal agent of the SWCCOG Downtown Assessment Development grant in the amount of \$125,000 (the “Grant”) from the Department of Local Affairs, an agency of the State of Colorado, (“DOLA”); and

WHEREAS, SWCCOG executed the primary Grant Agreement with DOLA on _____, attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, Exhibit “B” of the Grant Agreement, “Scope of Project”, anticipates that SWCCOG will fulfill the Project activities in coordination with the Member Government, an eligible recipient; and

WHEREAS, it is both necessary and desirable for the SWCCOG to enter into this Agreement with the Member Government for purposes of setting forth the relative responsibilities of the Parties with respect to the Project, and the expenditure of one fourth, or \$31,250, the Grant funds over a two year period in conjunction therewith; and

WHEREAS, by this Agreement, the SWCCOG and the Member Government intend for the SWCCOG to (1) distribute to the Member Government a portion of the Grant for the Member Government’s eligible project expenditures reflected in Exhibit “A” and (2) serve as fiscal agent for all funds distributed to the Member Government.

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

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein set forth herein and in consideration of the SWCCOG's willingness to act as the sponsor of the Grant and to enable Grant funding of the Project, the Parties hereby mutually agree as follows:

1. Role of the Parties. It is the intent of this Agreement to ensure that all contractual obligations concerning the Project will be accomplished by the Member Government, with ownership of and revenues derived from the Project, if any, being retained by the Member Government. The SWCCOG will perform the role of fiscal agent for the Grant, and assign a Responsible Administrator for Grant administration purposes.

2. Responsibilities as Fiscal Agent. Pursuant to the terms of the Grant Agreement, the SWCCOG shall be the fiscal agent in administering the Grant Agreement and shall receive from DOLA all portions of the Downtown Assessment Development Grant designated for eligible projects in the Member Government. The SWCCOG shall submit all necessary grant documents to DOLA as required by the Grant Agreement. The Member Government agrees that it will at any time, and from time to time, execute and deliver all documents and instruments as may reasonably be required by the SWCCOG in order for the SWCCOG to effectuate and fully carry out its obligations in accordance with the terms of the Grant Agreement.

3. Responsible Administrator. The Parties agree that Miriam Gillow-Wiles, Executive Director of SWCCOG, or designee, shall be designated as the Responsible Administrator to carry out certain responsibilities under this Agreement and in the Grant Agreement on behalf of the SWCCOG and the Member Government.

4. SWCCOG Responsibilities:

a. The SWCCOG, as fiscal agent, agrees to accept and administer the DOLA Grant awarded under the Grant Agreement in the total amount of \$125,000 for a two year period for the four participating jurisdictions and to distribute one fourth the grant funds, or \$31,250, to the Member Government. The Responsible Administrator shall distribute any and all Grant Funds and, when applicable, specific amounts to the Member Government, upon presentation by Member Government of the documentation required by Section 6 of this Agreement. Payments to Member Governments by SWCCOG are contingent upon receipt of funding from DOLA.

c. The SWCCOG will verify that Member Government has contributed its total cash match set forth in Section 8 of this Agreement as eligibility for receipt of the Grant Funds. All Grant Funds should be held in a bank account maintained by the SWCCOG.

d. The SWCCOG shall coordinate with the Member Government in purchasing and bidding assistance for Project implementation.

5. Member Government's Responsibilities:

a. The Member Government agrees to work with the Responsible Administrator to ensure that the Project materials and product are consistent with the agreed upon Scope of Project. It shall be the responsibility of the Member Government to conduct any procurement processes consistent with the DOLA Grant requirements.

b. The Member Government agrees that it will fulfill all of the work elements in a satisfactory and proper manner and ensure that Grant Funds and Matching Funds (as defined in Section 8) are expended solely for allowable project activities and in the amounts budgeted.

c. Member Government agrees that it shall designate a single individual to serve as a Project Representative, who shall have the responsibility to coordinate with the SWCCOG on project implementation. Member Government shall promptly advise SWCCOG of any changes in the Project Representative.

d. The Member Government agrees to comply with all other terms, conditions and obligations pertaining to the ownership, development, construction and management of the Project as required under any contractual documents executed by the Member Government or SWCCOG with DOLA or the State of Colorado. In the event there is any liability accruing from inappropriate expenditure of Grant Funds or other conditions by the Member Government, other than as a result of the negligence or intentional misconduct of the SWCCOG and its agents or representatives, the Member Government agrees to be responsible therefore. Notwithstanding the foregoing, Member Government does not waive and shall retain all of the immunities, protections, rights, procedures, and limitations provided to the Member Government under the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S

e. Member Government agrees to prepare all financial and performance reports, as required under the Grant Agreement, and shall provide copies of such reports to the Responsible Administrator in a timely manner.

f. The Member Government shall provide to SWCCOG copies of all correspondence received from or sent to DOLA related to the utilization or expenditure of Grant Funds as referenced in this Agreement, within the Grant application, or within any agreements with DOLA.

g. The Member Government shall promptly comply with all financial management regulations, policies, guidelines and requirements as set forth in the Grant Agreement.

h. Member government consents to the SWCCOG Management and Administrative fee of 10% of the total project amount as provided for in the Grant Agreement, not to exceed \$10,000 per year.

i. The Member Governments will be expected to participate in the Main Street Program as a candidate.

6. Financial Management. The SWCCOG will adhere to the applicable financial management rules and policies of the Grant Agreement and the State of Colorado throughout the term of the Project. At all times during the term of this Agreement, the Member Government shall maintain properly segregated accounts of all Grant Funds received pursuant to this Agreement, Matching Funds, and other funds associated with the Project. The SWCCOG shall require documentation evidencing allowable and appropriate expenses on the Project with copies of checks and payment of bills by Member Government to be provided to SWCCOG for its permanent records. Member Government shall prepare all requests for payment, which requests shall then be forwarded to SWCCOG along with supporting documentation (invoices, check copies, purchase orders, etc.) to substantiate the request for a drawdown of Grant Funds. After review, the SWCCOG shall forward the request to DOLA for payment. Upon receipt of payment, the SWCCOG shall promptly forward the Grant Funds to Member Government.

7. Budget. The Member Government may adjust individual budgeted expenditures amounts without approval of the SWCCOG or the State, provided that (1) no transfers to or between Grant administration categories are made, (2) adjustments comply with Grant allowable expenditures, (3); and cumulative budgetary line items changes do not exceed ten percent (10%) of the total Member Government budgeted amount. All other budgetary modifications must be approved by the SWCCOG and are subject to approval by the State pursuant to the Grant Agreement. If a Member Government drops commitment to the Project, SWCCOG reserves the right to redistribute available Grant Funds, exclusive of the Matching Funds, among remaining participating member governments to the extent allowed by DOLA.

8. Matching Funds. Matching funds from the Member Government are required for this Project and are expected to be \$6,250 in year one (1) and \$12,500 in year two (2) (the "Matching Funds"). Matching Funds shall be expended by the Member Government in accordance with the requirements set forth in the Grant Agreement. Any costs that exceed the grant and local match amounts shall be the responsibility of the Member Government, unless otherwise agreed to by participating SWCCOG Member Governments.

9. Refund of Excess Funds to the State. If required by the Grant Agreement, the SWCCOG shall refund to the State any Grant Funds passed through to the Member Government but received back from the Member Government pursuant to the following provisions:

a. Any Grant Funds received by the SWCCOG and passed through to the Member Government and not expended in connection with the projects listed in Exhibit "A" shall be remitted by the Member Government to the SWCCOG within fifteen (15) days of either (i) the completion of the Project, or (ii) the State notifying the SWCCOG that the Project will not be completed, whichever occurs first.

b. Under no circumstances shall unexpended or excess Grand Funds received by the Member Government under this Agreement be refunded or paid to any other party other than the SWCCOG.

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

10. Modification and Changes. The terms of this Agreement may not be modified in any manner unless the modification is in conformity with the Grant Agreement and is agreed to in writing by all Parties to this Agreement. This Agreement may also be terminated at any time by agreement of all Parties to this Agreement with the concurrence of DOLA.

11. Contract Termination. If the Grant Agreement is terminated for any reason, the SWCCOG may terminate this Agreement and shall provide written notice of termination of this agreement to the Member Government. This Agreement may also be terminated at any time by mutual and written agreement of the Parties.

12. Conflicting Provisions. If any term or provision within this Agreement conflicts with any term or provision in the Grant Agreement or imposes on the SWCCOG differing and irreconcilable duties and/or obligations from those duties and/or obligations imposed on the SWCCOG, then the term or provision in the Grant Agreement shall take precedence over the term or provision within this Agreement.

13. Appropriation. The Parties do not anticipate that this Agreement will require the appropriation of any funds by the Member Government beyond the Matching Funds, which have already been appropriated. To the extent any additional funds must be appropriated in order to carry out this Agreement, this Agreement shall terminate on the last day of the then current calendar year, provided however, that this Agreement may continue upon mutual agreement of the Parties to appropriate the necessary funds.

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

15. 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.

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

17. Assignment. Both the SWCCOG and the Member Government may not assign their right or duties under this Agreement without the prior written consent of the other party. No subcontract or transfer of this Agreement shall in any case release the SWCCOG or the Member Government of their responsibilities under this Agreement.

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

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

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

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

Member Government

By: (Name and Title)

Date: _____

Attest: _____

Southwest Colorado Council of
Governments, Inc.

By: Miriam C. Gillow-Wiles, Executive
Director

Date: _____