



IGNACIO TOWN BOARD MEETING
WEDNESDAY, AUGUST 19, 2015 - 7:00 PM
570 Goddard—Ignacio Town Hall

- 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. **PROCLAMATION: CHILDHOOD CANCER AWARENESS MONTH**

- IV. **PRESENTER: LA PLATA YOUTH SERVICES – STEVE BRITTAN**

- V. **APPROVAL OF MINUTES:**
 - A. July 15, 2015
 - B. July 29, 2015
 - C. August 5, 2015

- VI. **UNFINISHED BUSINESS:**
 - A. Mosquito Control Contract
 - B. Four Corner Motor Cycle Rally Memorandum of Understanding (MOU)
 - C. Rock Creek Development Agreement, Approve Preliminary Plat and Set Public Hearing Date
 - D. Resolution 07-2015 — Certify Ballot Content to La Plata County Clerk for November 3, 2015 Coordinated Election Concerning Local Government Competition in the Provision of Specified Communications Services (Senate Bill 05-152 Opt Out)

- VII. **NEW BUSINESS**

VIII. STAFF REPORTS

- A. Police Department**
- B. Public Works**
- C. Treasurer**
- D. Community Development Coordinator: Appoint Margaret Manzanarez as Alternate to Planning Commission**
- E. Town Manager**

IX. TRUSTEE REPORTS

X. MISCELLANEOUS:

- A. Joint Meeting with SUIT Tribal Council – Discuss Agenda Items – Date to be Determined**
- B. CML District 9 Meeting – September 30, 2015 in Pagosa Springs (Need Count for Dinner)**
- C. CML Tax Webinar August 25 (Who wants to View It)**

XI. ADJOURNMENT



Childhood Cancer Awareness Month

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 15,000 of our country's young people each and every year.

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Children's Hospital Colorado in Denver, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award presentations, community get well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW THEREFORE LET IT BE RESOLVED, that I, Mayor Stella Cox, hereby pledge September as Childhood Cancer Awareness Month.

SIGNED THIS 19TH DAY OF AUGUST, 2015

Stella Cox, Mayor



August 5, 2015

Mr. Kirk Phillips
Town of Ignacio
P.O. Box 459
Ignacio, Colorado 81137

Re: LPYS Funding Request 2016

Dear Mr. Phillips:

La Plata Youth Services (LPYS) has operated Juvenile Diversion and Diversionary programs in La Plata County since 1994. We help youth and their families develop the necessary intervention plan to reduce out-of-home or community placement, reduce the rate of recidivism, substance use, and academic failure as we guide their participation in becoming healthy and productive members of the community. We also assist the victims of youthful offenders receive the reparation and restitution they deserve.

In 2014-2015 our programs reached a total of 15 youth from the Ignacio community including 9 who participated in GRAM, our marijuana harm reduction group for teens, and 4 youth who have been actively participating in our summer program. We have also provided assessment and case management services for referrals from the Ignacio School District. *(Please see the attached document outlining our most recent program accomplishments, including youth served from the Town of Ignacio.)*

LPYS is focused on our mission and supporting at risk youth in the community. LPYS is requesting funding in the amount of \$5,000 from the Town of Ignacio. For your reference, La Plata Youth Services also receives funding from the following communities or entities in La Plata County.

La Plata County \$61,000
City of Durango \$81,500
Town of Bayfield \$7,800

If you have any questions please feel free to call me at 970-385-4440 x 12. I would be delighted to provide any additional information and data or come meet with Town Officials to answer any questions.

Thank you for the continued support of La Plata Youth Services.

Respectfully,

Steve Brittain
Executive Director, La Plata Youth Services

steve@lpys.org



2014-2015 Program Highlights

The LPYS Summer Program – is designed to keep youth engaged who are at-risk of entering the juvenile justice system, in need of engagement, or who have been identified as chronically truant or high-need through various intervention services in La Plata County. We focus on positive engagement strategies through our model of experiential education, skills building, and service learning. Each week has a theme to focus on and starts with a workshop designed to give experiences or build skills and knowledge about a particular subject, and ends with a service project for various nonprofits and partners of La Plata Youth Services. Themes for the week often focus on environment, social relationships, mindfulness, and useful life skills for youth to carry throughout their life, but most importantly to help them at this juncture in their life.

In the past two months, La Plata Youth Services' free summer program has served **30 unduplicated youth in La Plata County** with at least one experiential or service learning activity, with an average of 7 kids per day. Participation numbers vary per workshop, as youth may elect to participate in the workshops and service days that appeal to them or fit with their summer schedule. To date, we have served 4 youth from the Town of Ignacio with summer programming.

Ignacio partnerships: LPYS has collaborated with SUCAP Youth Services to bring youth from Ignacio to summer program events by utilizing their transportation vehicle. We have been truly grateful to SUCAP for helping with transportation, and have seen this partnership dramatically increase our ability to serve youth from Ignacio.

Referrals to our summer program have been made by:

1. Check and Connect (school support staff)
2. Snowboard Outreach Society (SOS)
3. Axis Health Systems
4. Pediatric Partners
5. SUCAP Youth Services
6. Parent- self-referrals
7. La Plata Youth Services active clients



Therapy Dog Workshop led by Jaceson Cole,
Ignacio School Social Worker

Workshops have included:

- Food sourcing with the Garden Project of SW Colorado
- Agriculture, cooking and shopping practices with Cooking Matters
- Equine assisted learning, fencing, and target practice at Weaselskin Institute
- Team building with therapist and wilderness therapist partners
- Healthy relationship workshop with SASO
- Wilderness Workshops with Zach Fischer of Wildbridge Institute
- Therapy dog workshop with Jaceson Cole, school social worker in Ignacio



- Art workshop with Katie Drobney
- GAP program – monthly graffiti workshops

Service has been completed for:

- Weaselskin Institute
- Manna Soup Kitchen
- Turtle Lake Refuge
- Adopt-a-Road (San Juan Mountain Association)
- Community Connections/Holly House
- Garden Project of SW Colorado
- Sexual Assault Services Organization

GRAM – *Getting Real About Marijuana* (or *GRAM*), is a group for teens which focuses on taking stock of marijuana use by discussing coping with cravings, alternative activities, how to refuse if you want to quit, learning what the positives and negatives are to smoking based on individual experiences, and increasing social support networks. Over the last year, *GRAM* served a total of 44 kids including 9 kids over 6 sessions in Ignacio.

Evaluation comments from GRAM group:

- “It was fun to be at and the instructor was very understanding.”
- “Many of the things were taught in a teenage environment and level.”
- “I learned good coping methods.”
- “I learned how to make safer decisions around my marijuana use.”



SOUTHERN UTE COMMUNITY ACTION PROGRAMS, INC.
ADMINISTRATIVE OFFICE

Town of Ignacio Board of Trustees

July 30, 2015

RE: La Plata Youth Services

Dear Town Trustees,

I am writing in support of La Plata Youth Services and their request to the board for funding.

While SUCAP and LPYS have always worked well together, we have recently formed a strong partnership that leverages the strengths of both our organizations to provide higher quality services to youth from throughout La Plata County, but especially those from Ignacio.

For the last two months, staff from the SUCAP Youth Services Division have been assisting to guide groups organized by LPYS in great summer projects, including many outdoor adventure activities. Along with lending staff, SUCAP includes youth from Ignacio so that transportation is provided and more of the youth from the east county can participate.

This partnership has allowed greater and more varied participation in activities for Ignacio youth in addition to widening their group of peer acquaintances. We really appreciate the extra effort generated by LPYS to serve youth from Ignacio and the east county and we look forward to continued working together. Funding from the Town of Ignacio is well spent with LPYS because it enhances services for Ignacio youth.

Please contact me if I can provide additional information.

Sincerely,

Eileen Wasserbach
Executive Director



SMART

School Multidisciplinary Assessment Review Team

SMART Measures of Success

Prior to formation of the SMART collaborative, La Plata County schools had no common policy about truancy and were all operating independently. Students were lost in the system and not getting the services they needed. Common policy is now in place, and all of the schools refer youth experiencing habitual truancy to SMART (through La Plata Youth Services) in an effort to reconnect them to educational opportunities or other services they may need to ensure their success. The SMART collaborative allows for cost efficient use of local service dollars. Agencies don't duplicate services and work together toward a common goal of improving the lives of children in the community. Positive relationships have increased cooperation among participating agencies, and the result is an improved system of care community-wide.

SMART impacts youth and families directly by streamlining care and providing individualized services specific to underlying factors. Most importantly, SMART impacts youth with significant adverse life situations whose needs often go without notice and support. This translates into better care for the family and offers support services in place of court fines and detention. Since SMART's inception, no fines have been imposed on families for truancy, only one youth has been referred to court, and none have been ordered to detention.

Since September 2013, 45 youth have been served by SMART once school efforts have proven unsuccessful. Initial data indicates 51% are youth of color, 24% are living with families experiencing homelessness, 40% have run away from home, 67% have significant mental health needs, 60% are struggling with substance abuse, 31% are youth with disabilities, 73% have experienced complex trauma, 47% are in families with past child welfare involvement, 20% are living with a non-parent guardian, and 69% are living in low-income households. Even with these incredibly challenging barriers, SMART has been able to make significant individual, family, school and community impacts by providing an array of support for families with very complex needs.

As a result, 20 of these youth have improved attendance, 10 of whom remained in the same school; 18 youth have enrolled in alternative educational programs that better meet their needs; and 21 received wrap-around services such as counseling, tutoring, and disabilities services. Even with youth who don't exhibit immediate improvement in school attendance, connection to services to address underlying factors greatly improves their potential for long-term school engagement.

SMART has and will continue to provide an immense benefit to the community. SMART includes various perspectives at the table when problem solving, facilitates creative, out of the box solutions; maximizes community resources, especially in a rural community; builds community through the coming together around a shared community vision and goals; and promotes the understanding of each other's missions and how to support one another. SMART also reduces tax payer costs associated with the potential for detainment of youth in correctional facilities for truancy.

In its first year, SMART received the United Way Community Leadership Award for demonstrating strong community leadership by building significant collaborations to help area youth. SMART's community-based research was nominated by the University of Denver for an OMNI research award. The impact of the collaborative has been recognized numerous times in local media, including the Durango Herald, KDUR, and KSUT.

A cooperative program of Durango School District, Bayfield School District, Ignacio School District, Animas High Charter School, La Plata Youth Services, La Plata County Department of Human Services, Axis Health System, 6th Judicial District Senate Bill 94 Pre-Trial Services, Durango Police Department, and Bayfield Marshall's Office

Serving La Plata County Youth and Families



2014 ANNUAL REPORT



Mission

La Plata Youth Services works with youth, and their families in La Plata County through assessment, advocacy and programming that supports **positive youth development**.

LPYS is dedicated to providing strength-based services for youth experiencing challenges at home, in school and in the criminal justice system.

In 2014, La Plata Youth Services

- Served **128 unduplicated youth**.
- Completed **132 intakes**.
- Received **33 additional referrals**.

COMMUNITY PARTNERSHIPS

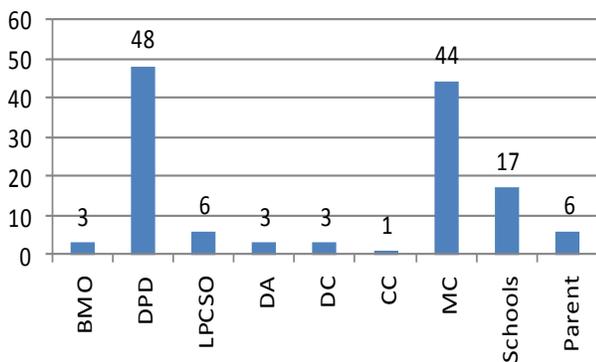
La Plata Youth Services partners with agencies and organizations throughout the county and state to best support the youth who are struggling in our community.

We strive to model engagement and cooperation to achieve mutual goals!

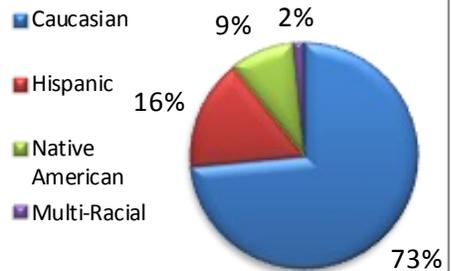


2014 Summer Program Workshop

2014 REFERRALS BY AGENCY



DEMOGRAPHICS



In 2014, LPYS received referrals from Bayfield Marshall's Office (BMO), Durango Police Department (DPD), La Plata County Sheriff's Office (LPCSO), District Attorney's Office (DA), District Court (DC), County Court (CC), Bayfield and Durango Municipal Courts (MC), schools in the Durango, Bayfield and Ignacio districts, and parents.

La Plata Youth Services promotes personal accountability and positive engagement within our community. We are grateful to have so many like-minded organizations that help instill these values in the youth we serve.

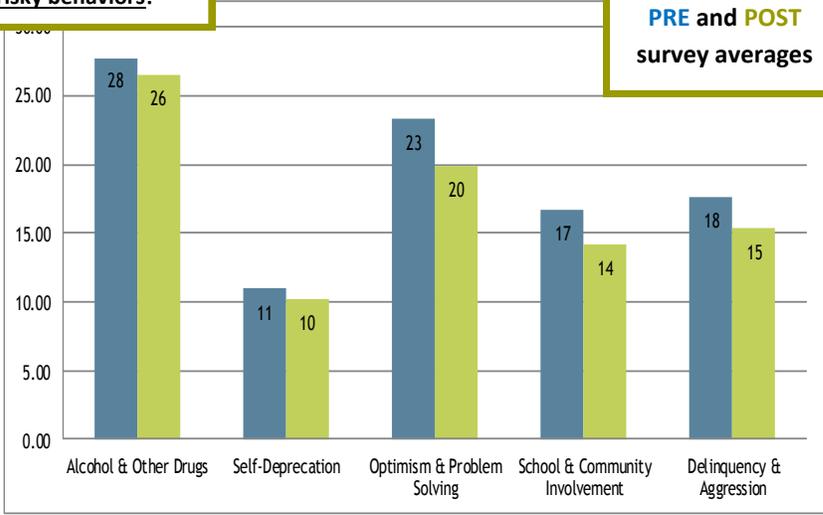
- LPYS served **73 victims** of juvenile crimes in 2014. Services included victims rights information, restorative justice conferencing, and apology letters.
- LPYS youth completed **over 660 hours** of Useful Public Service in 2014 with agencies such as Community Connections, Manna Soup Kitchen, Wolfwood Refuge, Graffiti Action Partnership, the La Plata County Humane Society and Big Brothers, Big Sisters.

LPYS PROGRAMS

- Advocacy to support the individual strengths and needs of each youth.
- Customized Case Management.
- Useful Public Service.
- GRAM Group—marijuana education and therapy.
- Homework Club—professional tutoring and school support.
- Restorative Justice and Community Conferencing.
- Parent Support and Coaching.
- Summer Programming—Service learning and community engagement activities June-August.

Making a Difference in the Lives of Youth

We are excited to celebrate that on average, youth that complete the LPYS program report **an overall decrease in risky behaviors!**



“I learned that people have to be responsible for the actions they take. I also learned that sometimes I don't think about my actions and then those actions get me in trouble, but I'm definitely learning how to think before I act which is really helping me out.” LPYS client, 2014

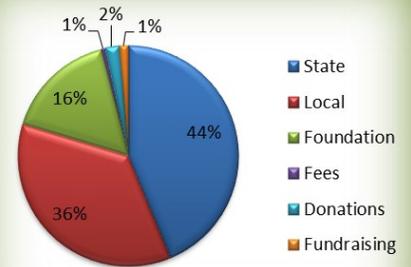
Increasing POSITIVE Development

Every youth that is served by LPYS completes an evidence-based pre- and post-survey assessment developed by *Insight to Impact* that measure five categories of mental and behavioral health (listed in the graph). Pre-survey averages are **blue**, post-survey averages are **green**.

Important note on data: The range a youth can score in these data sets varies. For example, Alcohol & Other Drugs data ranges from 14 to 66, while Self-Deprecation only ranges from 8 to 26. Data should only be compared from pre- to post-survey, rather than across categories.

Total Income for Fiscal Year 2015: \$392,921

Funding Sources



Long-term SUCCESS

Recidivism is defined by the Colorado Department of Criminal Justice as a re-offense of any crime that carries potential detention time within one year of completing diversion.

Of the 85 youth served by LPYS in 2013, only 3 youth recidivated. With this understanding, **LPYS has a 96% success rate in diverting youth from the criminal justice system.**

“I have learned there is always a place to go if I need help or have a problem...” LPYS client 2014

La Plata Youth Services BOARD OF DIRECTORS

Lezlie Mayer, President
La Plata County Dept. of Human Services

Mary Beth Miles
City of Durango

Todd Risberg
Sixth Judicial District Attorney's Office

Niles Bruno, Vice President
High Noon Rotary

Joe McIntyre
Town of Bayfield Marshall's Office

Kirk Phillips
Town of Ignacio Police Department

Jim Spratlen, Treasurer
City of Durango Police Department

Jackie Oros
Durango School District 9-R

**Regular Meeting
of the Town Of Ignacio Board of Trustees
Wednesday, July 15, 2015**

- I. **CALL REGULAR MEETING TO ORDER: PLEDGE OF ALLEGIANCE AND ROLL CALL:** Mayor Stella Cox called the Regular Meeting to order at 7:00 p.m. Trustees Present: Mayor Protem Alison deKay, Thomas Atencio, Sandra Maez, Edward Box III, and Dixie Melton Staff: Kirk Phillips, Acting Town Manager; Georgann Valdez, Town Clerk; Diana Briar, Town Treasurer; Dan Naiman, Community Development Coordinator; David Liberman, Town Attorney. Audience: Carol Mc Williams from Pine River Times; Veronica Silva, Marilyn Brandau, Lillian Mestas, Rudy Mestas, Johnny Valdez, Jimmy Valencia, Pete Vigil, Richard Olguin.

- II. **PUBLIC COMMENT:** Johnny Valdez presented a letter to the Board, from Four Corners Motorcycle Rally cooperation proposal, to relieve The Town of some of the burden brought on by the rally. He offered 5% usage fee up to \$100,000 of general admission ticket sales; and 2% usage fee for ticket sales that exceed \$100,000.00. A \$5000 deposit was offered for this usage and cooperation is provided, as the minimum and is not subject to reduction if the Rally does not attain the \$100,000 in paid general admission attendance ticket sales. Events, banners, trash, parade, welcome address, vendor fees, emergency services and traffic issues have been discussed with Dan Naiman. Special Event license, attendance, history of management, promoters and boards were addressed by Mr. Valdez. Board Members commented on expectations, future working relationships and communications with Town staff. The Board asked what is expected from the Town for the \$5000 check offered to the Town. The Board directed Mr. Naiman to work with Mr. Valdez on the specifics. A Memorandum of Understanding will be drawn up by Mr. Liberman for the \$5000 deposit for 'cooperation'. Mr. Valdez asked the Board to keep the vendor fees comparable to FCMR. Further action will be on the next Board meeting agenda.

- III. **APPROVAL OF MINUTES: May 20, 2015, June 17, 2015, and July 1, 2015. Trustee Melton moved to approve the minutes in block. Trustee Box seconded. The motion passed by unanimous voice vote.**

- IV. **UNFINISHED BUSINESS: Senate Bill 05-152 – Concerning Local Government Competition in the Provision of Specified Communications Services (Broad Band) and approval of letter to Tiffany Parker, La Plata County Clerk and Recorder notification of the Town's intent to place an issue on the November 3, 2015 ballot:** The Town of Bayfield, City of Durango and La Plata County are placing the issue on the November ballot to have the municipalities opt out SB152. Dan summarized SB152 limits municipality's ability to provide broad band services to their community, and makes them dependent on service providers. By opting out, it enables us to provide the broad band service to the community and to control the competition. July 24 is the deadline to submit a letter to the County Clerk notifying her of our intent to participate in the coordinated election and place the issue on the ballot in November, at a cost of \$400. An option would be to place it on the ballot for our Regular Municipal Election in April at no cost.

Mayor Protem deKay moved to submit a letter to the La Plata County Clerk, of our intent to participate in the coordinated election in November and to place the issue on the ballot. Seconded by Trustee Maez. The motion passed by unanimous voice vote.

V. NEW BUSINESS:

A. Wells Liquor License Renewal: Chief Phillips stated the establishment has had no violations. **Trustee Melton moved to approve Wells Liquor License Renewal. Second by Mayor Protem deKay. The motion passed by unanimous voice vote.**

B. Approve Preliminary Subdivision Submittal for Rock Creek Complex (Richard Olguin); Dan explained Rock Creek Complex is one large lot that will be subdivided into three smaller lots, selling off a lot to Family Dollar. The geotechnical report, El Paso Hill disturbance, access road, IACAP Plan, utility lines, and easements were all addressed. Mr. Naiman stated a subdivision agreement will be prepared which led to Mr. Liberman asking if the agreement should be in place prior to the Preliminary Plat approval. Further discussion followed regarding deadlines, the steps for a subdivision and timeline regarding which should come first, the Subdivision and development agreement or the preliminary plat, and if they could be done concurrent. Mayor Protem deKay moved to approve the Preliminary Plat contingent on the Subdivision Agreement. Attorney Liberman suggested delaying any action until the Subdivision Agreement is approved. The item was tabled until the next Board meeting on August 5, 2015. A special meeting was considered.

C. Authorize Signers for Alpine Bank and Pine River Bank accounts, allow Diana Briar access and remove Lisa Rea. Mayor Protem deKay moved to authorize Diana Briar access to Alpine and Pine River Bank accounts for purpose of viewing and reconciliation; authorize Mayor Cox and Mayor Protem deKay as signers on Alpine Bank and Pine River Bank; to remove Lee San Miguel, Michael Lee, Lisa Rea, from the Alpine Bank and Pine River Bank accounts, and to make Alpine Bank a dual signature account. Seconded by Trustee Box. The motion passed by unanimous voice vote.

VI. STAFF REPORTS:

A. Police Department: Nothing to report.

B. Public Works: Kudos to Paul Whetten for his job on weed control.

C. Treasurer: Reports and Fund Balances were clarified.

D. Planning: Playing catch up on weed control letters; reviewing building plans from Family Dollar; 5 permits issued in July; letter received from Ken Charles for additional funds for gas line replacement, review contract when it arrives; working with Growth Fund, for GIS utility mapping project, yet to purchase hardware and licensing agreement; attended meetings.

E. Town Manager: Quarterly meeting with the County Commissions was attended by Mayor Cox, Trustee Atencio, Dan and myself; Stop sign on north end of Browning was removed after finding it was in violation of the Model Traffic Code: A Stop Sign cannot be used to control speed, and the Stop sign was posted on the back of Do No Enter sign. A town

resident was upset following a water leak and high utility bill and felt the Town should be responsible to notify the customer, brief discussion followed and suggestions to put a notice in the newsletter; two letters complimenting the Public Works Department; Tax workshop webinar August 25; invited to Colo. Oil and Gas Conservation meeting August 6; Recognize Lisa Rea for outstanding job with a \$50-\$100 Gift certificate.

F. Attorney: Work with Chief on Stop sign, sales tax issue, and Interim Town Manager contract for Mark Garcia. Will be working with Dan on Subdivision and MOU for Bike Rally; July 30 conference in Water Court; rights of way ask for a continuation for 6 months, not much has changed.

VII. TRUSTEE REPORTS: Mayor Cox attended a CML Board Conference in Durango and another with DOLA.

VIII. EXECUTIVE SESSION For Legal Advice pursuant to C.R.S. 24-6-402-(4)(b): Trustee Melton moved to go into Executive Session for negotiations. Mayor Protem deKay seconded. The motion passed by 5-1 with Trustee Atencio voting no. The regular meeting was closed at 8:57 p.m. The Executive Session was held for the purpose previously stated. No action followed the Executive Session and concluded at 9:40 p.m.

IX. EXECUTIVE SESSION FOR determining positions relative to matters that may be subject to negotiations under C.R.S. 24-6-402(4)(e): Trustee Atencio wanted to discuss the contract in open meeting. No Executive Session was held.

X. APPROVE CONTRACT WITH MARK GARCIA FOR INTERIM TOWN MANAGER: The Board, Town Attorney and Interim Town Manager discussed the Contract; questions arose over compensation. Mayor Protem deKay moved to accept the Independent Contract Agreement with Mark Garcia, with the following change, and contingent upon his approval, that he be paid a flat rate of \$100 per travel day, with no IRS per diem mileage or hourly rate compensation. Trustee Melton seconded. The motion passed by unanimous voice vote. Attendance of meetings was discussed; a work session will be held to clarify his work duties.

XI. ADJOURNMENT: Being no further business before the Board, Mayor Cox adjourned the meeting at 9:50 p.m. The next regular meeting will be August 5, 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, July 29, 2015**

- I. **CALL REGULAR MEETING TO ORDER: PLEDGE OF ALLEGIANCE AND ROLL CALL:** Mayor Stella Cox called the Special Meeting to order at 6:165 p.m. Trustees Present: Mayor Protem Alison deKay, Thomas Atencio, Lawrence Bartley, Sandra Maez, and Dixie Melton Staff: Kirk Phillips, Acting Town Manager; Georgann Valdez, Town Clerk; David Liberman, Town Attorney. Audience: Carol Mc Williams from Pine River Times and Lorelyn Hall, Attorney representing the Tribe.

- II. **EXECUTIVE SESSION: FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS UNDER C.R.S. SECTION 24-6-402-4(e).** The time is 6:21 p.m. Mayor Protem deKay moved to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations under C.R.S. Section 24-6-402(4)(e). Trustee Melton seconded. The Motion passed by unanimous voice vote. The Special Meeting closed at 6:21 p.m. Those attending the Executive Session were: Mayor Stella Cox, Mayor Protem Alison deKay, Trustee Thomas Atencio, Trustee Lawrence Bartley, Trustee Sandra Maez, Trustee Dixie Melton, Acting Town Manager Kirk Phillips, Town Attorney David Liberman and Tribal Attorney Lorelyn Hall. The Executive Session was held for the purpose previously stated and no action resulted following the Executive Session. The Executive Session concluded at 7:54 p.m.

- III. **SUBDIVISION PRELIMINARY PLAT APPROVAL FOR ROCK CREEK COMPLEX AND SET HEARTING DATE FOR SEPTEMBER 2, 2015 (Richard Olguin). Tabled until August 5, 2015.**

- IV. **INDEPENDENT CONTRACTOR AGREEMENT FOR INTERIM TOWN MANAGER SERVICES FOR TOWN OF IGNACIO (Mark Garcia) July 1, 2015: Mayor Protem deKay moved to accept the Independent Contract Agreement for Interim Town Manager Services with Mark Garcia, with the following change, and contingent upon his approval, that he be paid a flat rate of \$100 per travel day, with no IRS per diem mileage or hourly rate compensation. Trustee Melton seconded. The motion passed.** Mayor Protem deKay stated that at the last meeting the Board approved the Contract on contingency that Garcia agreed to the flat rate of \$100 per travel day vs \$60/hour compensation with mileage. A statement under compensation includes: However, at the Town's option, the Town may choose to pay Garcia a flat rate of \$100.00 per travel day for commuting back and forth from Pagosa Springs, CO to the Town of Ignacio in lieu of payment of the hourly rate during this commute. **Mayor Protem deKay moved to approve Resolution 06-2015 and the Independent Contractor Agreement for Interim Town Manager Services for Town of Ignacio with Mark Garcia. Seconded by Trustee Atencio. The motion passed by unanimous voice vote.**

V. **ADJOURNMENT:** Being no further business before the Board, Mayor Cox adjourned the meeting at 8:12 p.m. The next regular meeting will be August 5, 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, August 5, 2015**

- I. **CALL REGULAR MEETING TO ORDER: PLEDGE OF ALLEGIANCE AND ROLL CALL:** Mayor Protem Alison deKay called the Regular Meeting to order at 7:07 p.m. Trustees Present: Lawrence Bartley, Sandra Maez, and Dixie Melton. Trustees Absent: Mayor Stella Cox, Edward Box III and Thomas Atencio. Staff: Kirk Phillips, Acting Town Manager; Georgann Valdez, Town Clerk; Dan Naiman, Community Development Coordinator. Audience: Carol Mc Williams from Pine River Times, Ann Kernan, Ignacio Community Library Board Chairman and Pearl Casias, Library Board Member.

- II. **PUBLIC COMMENTS: None**

- III. **PRESENTERS: Ignacio Community Library Board Chair Ann Kernan:** The Library is starting a strategic planning effort which involves reaching out to the community to see what is needed and doing long term planning for the upcoming budget year. Ms. Kernan distributed the Library Newsletter which included a blank page Survey for Board Members to list their hopes and dreams for the future of Ignacio. The Library has many new features including 26 computers for public use; the ability to check books out from home for your e-Reader, a 3D Printer, new literacy and activity programs and knitters and crafts groups. Ms. Kernan suggested better communication for the folks offering classes at the new El-Hi Building; better for grant seeking. Looking for better communication of Library events to community members. Ms. Kernan requested the Town Board Members' email addresses.

- IV. **UNFINISHED BUSINESS**
 - A. **Four Corners Motor Cycle Rally Memorandum of Understanding (MOU).** The item was tabled till the August 19, 2015 meeting.

 - B. **La Plata County Election Services IGA:** This is a standard IGA for Election Services prepared by the County Attorney. At the August 19, 2015 meeting the Board will be presented with the actual ballot content for approval to participate in the November 3 Coordinated Election the County at a cost of \$400.00. **Trustee Melton moved to approve the La Plata County Election Services IGA. Trustee Maez seconded. The motion passed by unanimous voice vote.**

- V. **NEW BUSINESS:**
 - A. **Rock Creek Development Agreement:** Item was tabled till August 19, 2015. Mr. Naiman gave a brief update on the project.

- VI. **TOWN MANAGER:** Mr. Phillips mentioned an article in Durango Herald regarding Senate Bill 152. Joint meeting with Tribal Council August 27, Agenda items will be discussed at the August 19 meeting.

VII. **ADJOURNMENT:** Being no further business before the Board, Mayor Protem deKay adjourned the meeting at 7:30 p.m. The next regular meeting will be August 19, 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered this ___ day of August, 2015 between the Town of Ignacio, Colorado (hereafter the Town) and Johnny Valdez (hereafter "Valdez"), an individual, whose address is _____, and whose telephone number is _____. Mr. Valdez is the owner of the Four Corners Motorcycle Rally (the "Rally").

The parties acknowledge and agree as follows:

1. Valdez intends to produce the Four Corners Motorcycle Rally during 2015. The parties desire to enter this Memorandum of Understanding to define and enhance the relationship between the parties, to assure the success of the event for the benefit of the whole Town and its citizens and to set forth each parties' respective obligations and responsibilities as to certain of the Rally events.
2. The parties intend to clarify the roles of the parties in carrying out certain activities for the Rally so that Valdez assumes burdens created by The Rally, and so that the financial burden on the Town and impacts on the Town's equipment, personnel and other resources are minimized. At the same time, the parties desire to assure that the Town provides certain assistance to Valdez.
3. The Rally is scheduled to run from September 3, 2015 through September 7, 2015, all references to the Rally in this agreement are to that time period, unless otherwise specified.
4. Goddard Avenue from the north Town Limits to the south Town limits, and associated access from side streets entering on Goddard Avenue, shall be closed from 10:30 a.m. through 11:00 a.m. on Friday, September 4, 2015 for the purpose of a motorcycle parade. The Town agrees to provide the barricades and all Town equipment and personnel necessary to install, maintain and remove the barricades necessary to close streets, as determined by the Chief of Police, for benefit and safety of the attendees of the parade. Valdez shall submit a completed Special Event/Parade permit application and copy of the necessary insurance, and obtain the consent of the Town's Chief of Police and the Fire Chief of the Los Pinos Fire Protection District to the proposed closure at least ten days prior to the event.
5. The Town has responsibility for issuing permits to vendors and merchants of all types within the Town during the Rally, on both public and private property. The rates for the vendor permits shall be \$250.
6. Vendors will be required to comply with all ordinances of Town and State Statutes.
7. The parties do not contemplate that any Town utilities will be required for any in Town events.
8. Within the Town limits, the Town shall provide minimum equipment or facilities necessary to provide for a safe and sanitary environment for Rally patrons, including but not limited to, fencing, portable toilets, trash containers, barricades, and other similar items.
9. The Town will provide general police security, within the Town limits, from its regular police force during the Rally. Valdez will provide and pay for all other security reasonably required for the Rally events outside of the Town limits. Valdez shall coordinate with the Tribal Police, as well as the Ignacio Police and Fire Departments to assure that they are informed of events.

10. Valdez agrees to indemnify the Town and its officers and employees against any and all liability or damages for any claim that arises from or that is related to the operation of this agreement or the Rally events, and Valdez agrees to obtain and maintain a general liability insurance policy sufficient to insure against all liability, claims, demands or other obligations of Valdez, with minimum limits of one million dollars each occurrence and one million dollars aggregate. The policy shall name the Town as an additional insured and shall be issued in a form acceptable to the Town.

11. In exchange for the impacts to the Town and the services to be provided by the Town during The Rally, Valdez agrees to pay the 5% of general admission ticket revenues for the first \$100,000.00 of general admission ticket sales, and an additional 2% for any general admissions ticket sales that exceed \$100,000.00. A \$5,000 deposit, provided by The Four Corners Motorcycle Rally LLC shall be required upon signing of this agreement. This deposit fee is calculated as the minimum and is not subject to reduction if the Rally does not attain \$100,000.00 in paid general admissions ticket sales. Valdez shall keep accurate records of total gate sales, and shall provide the same to the Town on or before Tuesday, September 8, 2015.

12. This agreement may only be amended by further written agreement of the parties.

13. No part of this agreement may be assigned or transferred by Valdez without the prior written consent of the Town, which may be withheld at the Town's discretion.

14. Nothing in this agreement is intended to benefit or create any rights of enforcement by any person who is not a party to this agreement. Nothing in this agreement is intended to create any type of partnership or joint venture between the Town and Valdez.

15. The prevailing party to any litigation arising from this agreement shall be entitled to collect the costs of that action, including but not limited to reasonable attorney's fees. Venue and jurisdiction for enforcement of this agreement shall be the La Plata County District Court.

Town of Ignacio, Colorado
By: Kirk Phillips
Interim, Town Manager

By: Johnny Valdez:

TOWN OF IGNACIO

P. O. Box 459 • IGNACIO, COLORADO 81137
Phone: 970-563-9494 • Fax: 970-563-9498



SUBDIVISION IMPROVEMENT AGREEMENT

THIS PUBLIC IMPROVEMENT AGREEMENT (“Agreement”), made and entered into this 31st day of July, 2015, by and among Richard Olguin (“Owner”), whose address is P.O. Box 318 Ignacio, CO, and whose Contractor person is Dave Murdock, telephone number, 801-558-5002 and the Town of Ignacio, a statutory Town in La Plata County, State of Colorado, by and through its Board of Trustees, (the "Town") is for the sole purpose of outlining and providing for public improvements required by the development of a new Family Dollar Retail Store within the Town:

WITNESSETH

THAT WHEREAS, Owner states that he is the owner of a parcel of land located within the corporate boundaries of the Town, located at 1001 Hwy. 172 Goddard Ave., and which is known as Lot 1, of Rock Creek Complex Annexation (“the property”), and which is platted for Commercial development, and

WHEREAS, Owner intends to develop a portion of the Property for use as a Retail Store known as Family Dollar, including without limitation doing all earthwork, constructing new buildings and pads, and making improvements to the Property and surrounding area subject to obtaining all necessary platting, permits, approvals as required by the Town of Ignacio Land Use Code("Development"); and

WHEREAS, the Town deems it to be in the best interests of the Town for the Owner to supply public improvements necessitated by Owner’s development; and

WHEREAS, the parties have entered into this Agreement for the purpose of memorializing the preliminary agreement reached by the parties with respect to certain public improvements necessitated by Owner’s Development; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Development of Property.** Owner intends to develop the Property as Commercial/ Business, with development commencing on or about August 15, 2015, and being completed on or before December 15, 2015. The Development shall include earthwork, construction of erosion control and mitigation measures such as swales, if required, construction of a new building for commercial retail use, and development of ingress and egress, parking and vehicle circulation roads in compliance with the Town Land Use Code. All construction shall be in compliance with “Town of Ignacio Development Standards for Public Improvements and Construction Specifications, Town of Ignacio, Colorado dated 3/8/2006”. The Development shall comply in all respects with the requirements of the Town Municipal Code, including the use of specific design standards outlined in the Town Municipal Code for commercial retail building, unless a variance or special exception is granted following the procedures set forth in the Town Municipal Code (No variance or special exception is herein granted). The Development shall be in accordance with the agreed upon plans as approved by the Town and its agents, including but not limited to, storm drainage, utilities, landscaping, lighting, signage, screening standards, and storage, and in obtaining public improvement permits. No further subdivision of the property is approved herein. Any further subdivision would be subject to the Town’s subdivision process and obtaining any required approvals. There is no stated or implied approval of further subdivision of the property by the Town granted herein.

2. **Improvements to the Property (Privately owned improvements):** Owner agrees to provide, pay for, perform and complete all equipment, labor and material necessary to perform and complete, in a good and workmanlike manner, all privately owned improvements and work incidental and in conjunction with the Development of the Property including the following:
 - a. **Road Improvements:** Owner shall pave and maintain all interior roads within the property per the Site improvement drawings submitted which are dated 7/30/2015 and all associated revisions and addenda.
 - b. **Utility Improvements including Gas, Water and Wastewater System Improvements:** Owner shall install all Utility improvements within the property per the Site improvement drawings submitted which are dated 7/30/2015 and all associated revisions and addenda.
 - c. **Utility Improvements Water Line Looping** – Owner shall provide the necessary easement(s) for and extend the new 8 inch water line from the Family Dollar Development site, northward along the west side of Lot 1, to the existing waterline (fire hydrant) along El Paso Road in order to loop the system as required by the Town.
 - d. **Fire Hazard Mitigation.** Owner shall make efforts to reduce fire hazard through mitigation and prevention efforts as provided by the Los Pinos Fire Department and the Town Municipal and Building Codes.
 - e. **Storm Drainage:** Owner shall install and maintain retention and/or detention ponds as depicted in Site improvement drawings submitted which are dated 7/30/2015 and all associated revisions and addenda.
 - f. **Erosion Control.** Owner shall adhere to Federal, State and Town standards for erosion control, obtain all necessary State and Federal permits, and provide necessary submittals, documentation and materials as required for compliance.
3. **Public Improvements.** Owner agrees to pay for, perform, and install all equipment, labor and material necessary to perform and complete, in a good and workmanlike manner, the following improvements and work incidental and in conjunction with the Development of the Property:
 - a. **Road Improvements and Access:** which shall be in strict accordance with all conditions of the CDOT Access Permit, as granted, and all future CDOT requirements. New CDOT approved access permit and utility installation permit is a precondition to development. It is no longer anticipated that the Town of Ignacio will change El Paso Road to a one way street.
 - b. **Utility installations and connections.** All work on the gas, water and wastewater systems shall be performed per Town Municipal Code and construction shall be in compliance with “Town of Ignacio Development Standards for Public Improvements and Construction Specifications, Town of Ignacio, Colorado dated 3/8/2006”, Southern Ute Indian Tribe and State of Colorado requirements. Owner shall apply for and receive a Public Improvements Permit prior to beginning any work on the gas, water and wastewater including any work performed outside of the property to tie in to the site.

All Performance of public improvements shall be done in a reasonable period of time, but shall not exceed the periods set forth in this agreement. Public improvements shall be warranted to be free from defects in workmanship or quality for a period of two (2) years after acceptance by the Town

for all the work performed by the Owner. In the event of any such defect, the Town may require the Owner to correct the defect in material or workmanship. Upon completion of portions of the public improvements, Owner will cause his engineers (who shall have been actively engaged in observing the construction of the Improvements and be registered in the State of Colorado) to provide a written opinion, to the satisfaction of the Town Engineer and/or Public Works Director, that based upon on-site observation, review of sufficient construction-observation reports, field test reports and material test reports and certifications by qualified personnel, the installation of the public improvements, or portions thereof as may be completed from time to time, have been completed, to the best of their knowledge and professional judgment, in conformance with all standards, plans and specifications as submitted to and previously approved by the Town, or the pertinent utility supplier, as depicted on the approved plans. Inspection reports, test results, as-constructed plans, and other supporting documentation shall be submitted with the certification.

The public improvements shall become the property of the Town only after inspection by the Town and a written approval by the Town's Engineer, that the improvements were properly constructed.

Construction of all public improvements shall be according to the Town's specifications, "*Town of Ignacio Development Standards for Public Improvements and Construction Specifications, Town of Ignacio, Colorado dated 3/8/2006.*"

Upon execution of this agreement, the Owner shall provide the Town with either a, performance bond, certified check, cash escrow, or a bank letter of credit, drawn in favor of the Town of Ignacio, in an amount equal to one hundred and ten percent (110%) of the estimated cost of construction of improvements. Cost estimates for construction of improvements shall be made by the Owners engineer and approved by the Town Engineer. The performance bond, certified check, or cash escrow posted by the Owner shall be released after all work performed has been inspected and approved by the Town Engineer. The Owner shall submit a Warranty Bond for a minimum of one year prior to the release of the performance bond, certified check, or cash escrow.

Owner and his Contractor (Dave Murdock) hereby agree to unconditionally indemnify, defend and hold the Town of Ignacio, and its officers, agents and employees harmless against any loss, liability, damage (whether direct or consequential), expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses (including, without limitation, attorneys' and experts' fees and disbursements and court costs) arising from the construction of the Family Dollar Complex, Public improvements, work upon Town owned property and Town infrastructure, including, but not limited to, the water, sewer, gas, electric service and storm sewers, electric, road, parking and drainage structures.

4. **Signage.** Signs shall meet the standards described in the Town Municipal Code.
5. **Codes and Permits.** Owner agrees to follow all Town Municipal Codes and to seek all applicable building permits and public improvement permits prior to the commencement of any work on the site. Inspections shall also be required per Town Municipal Code. As this Development site includes work in the CDOT right of way and is located off of CDOT Hwy 172, the Owner understands that no work can begin until all applicable permits required by the Colorado Department of Transportation are granted, and all conditions thereof are met.
6. **Utilities.** As Owner is within Town limits, Owner agrees to pay for taps, and purchase gas, water and sewer services from the Town. All other utilities shall be procured by the Owner. A commercial tap fee for gas, water and wastewater facilities shall be assessed. This fee is based on the fee schedule

included on the permit application. Installation of all taps to make connections to town utilities in shall be coordinated with Public Works Staff and per the *Town of Ignacio Development Standards for Public Improvements and Construction Specifications, Town of Ignacio, Colorado dated 3/8/2006*. Owner understands and agrees to also pay for all applicable Southern Ute utility plant or tap fees necessitated by the development of the Property.

7. **Development Fees.** Owner shall pay all fees associated with the Development prior to beginning work on the project, including, but not limited to: water and sewer tap fees, gas tap fees, impact fees for park street and police (without any right of offset or claim of credit), inspection fees, drainage fees, school fees, park fees, building permit fees, application fees, public improvement permit fees, costs to review the project, inspection fees, and any other fees provided in the Town Code. All fees recited in this agreement shall be subject to amendment by Town Board. Any amendment to fees shall be incorporated into this agreement as if originally set forth herein. Nothing in this agreement shall prevent, prohibit, diminish, or impair the Town's governmental authority to adopt fees or regulations to address the impacts of development. The Owner shall be responsible for Town review fees, including those provided by outside agents with whom the Town contracts such as the Town Engineer and the Town Attorney in working on this project and this contract. An estimate of these costs has been provided by the Town.
8. **Term.** This Agreement shall terminate upon completion and acceptance of all improvements and warranties required by this agreement.
9. **Entire Agreement; Non-Assignability; Severability.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes and discharges all prior oral or written, or contemporaneous oral, agreements. This Agreement may not be assigned by either party. If any portion of this Agreement should for any reason be declared to be invalid or illegal by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.
10. **Miscellaneous.**
 - a. Nothing contained in this agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of Town's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this agreement prohibit the enactment by Town of any fee which is of uniform or general application. So long as the subject property is located within the municipal boundaries of Town, it shall continue to be subject to the ordinances, and rules and regulations of the Town.
 - b. It is expressly understood and agreed that enforcement of the terms and conditions this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, their successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
 - c. Owner shall comply with all land dedications and easements required by the Code.
 - d. Owner shall provide a title policy indicating the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed in this

Agreement or in any further document. Said title policy shall show the Property to be dedicated to the Town under the provisions hereof as free and clear of all encumbrances which would make said dedications unacceptable to the Town, as the Town in its sole discretion determines. The title policy shall reflect encumbrances which may impair the use of the Property as proposed or which would make the public dedications unacceptable, and the Town shall notify the Owner to cure or otherwise remove said encumbrances to the satisfaction of the Town within 60 days. If not removed or cured, the Town may take whatever action or seek whatever remedies it deems advisable.

- e. La Plata County District Court is the agreed upon venue for enforcement of this agreement. If the Town files a court action to enforce the terms of this agreement, it shall be awarded its attorney's fees and costs if it prevails.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

THE TOWN OF IGNACIO, a Colorado statutory town

By: _____
Town Manager

Attest: _____
Georgann Valdez, Town Clerk

By: _____
Richard Olguin

By: _____
David Murdock

STATE OF COLORADO)
) ss.
COUNTY OF La Plata)

Subscribed before me this _____ day of _____, 2015

My commission expires: _____

Notary Public