BOARD OF COMMISSIONERS

HILARY COOPER KRIS HOLSTROM LANCE WARING

REGULAR MEETING AGENDA

Wednesday, February 3, 2021

Join a Meeting, Zoom.us, Meeting Id # 534.180.495, Password 014764, audio 1-301-715-8592 or 1-253-215-8782

1. **9:30 am CALL TO ORDER - Join a Meeting, Zoom.us, Meeting Id # 534.180.495, Password 014764, audio 1-301-715-8592 or 1-253-215-8782**
2. **REVIEW OF AGENDA**
3. **CALENDAR REVIEW**
4. **9:35 am CONSENT AGENDA**

    a. Approval of the Chair's signature on a Lease Agreement between EcoAction Partners and San Miguel County for the office space located in the County West Wing 335 W. Colorado Ave, Telluride.

    b. Approval of Chair's signature on a Lease Agreement between Second Chance Humane Society and San Miguel County for the thrift store located in the County West Wing, 335 W. Colorado Ave, Telluride, CO.

    c. Approval of the Chair's signature on a Lease Agreement between Telluride Food Bank and San Miguel County for the Food Bank located in the West Wing, 335 W. Colorado Ave., Telluride.

    d. Approval of John Wontrobski to be re-appointed to the Historical Commission.

    e. Acceptance of the December 2020 Road Report.

    f. Approval of two Advanced Life Support Ambulance Permits and Ambulance Service Licenses for Norwood Fire Protection District.

    g. Approval of Minutes: December 16, 2020, December 17, 2020, December 30, 2020, and January 6, 2021.

    h. Approval of a letter of support for the Impact Development fund.

    i. Acceptance of the 4th Quarter 2020, Public Trustee Report.

    j. Acceptance of the Semi-Annual Treasurer Report from July 2020 through December 2020.

    k. Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Andrew and Sarah Tyler, Lot 320-C, Lawson Hill Subdivision

l. Other, as needed.

5. **9:40 am ADMINISTRATIVE MATTERS**

a. 9:40 am Consideration of appointing Gretchen Wells to the Lodging Tax Panel./MOTION

10 mins Carmen Warfield, Chief Deputy Clerk

b. 9:50 am Consideration of appointing Laurel Henderson to the Lone Cone Public Library Board of Trustees./MOTION

10 mins Carrie Andrew, Director

c. Other, as needed.

6. **10:00 am PLANNING MATTERS**

a. Annual review of the Schmid Family Ranch Special Use Permit.

15 mins John Huebner, Senior Planner

b. Other, as needed.

7. **10:15 am ADMINISTRATIVE MATTERS, Continued**

a. Update with the West Region Wildfire Council.

45 mins Lilia Colter Falk, Director, West Region Wildfire Council

b. Consideration of Chair's signature on a Memorandum of Understanding and a Resolution with the West Region Wild Fire Council regarding the U.S.D.A. secure rural schools and community self-determination act, Title III awards with wildfire mitigation activities in San Miguel County./MOTION

5 mins Ramona Rummel, County Finance Manager

c. 11:10 am Discussion with the DA, Potential Executive Session for the purpose of receiving legal advice on litigation strategies for the enforcement of public health orders C.R.S.24-6-402 (4)(b)

60 mins Amy Markwell, County Attorney, Seth Ryan District 7 DA

d. Lunch Break 12:10 pm - 12:45 pm

e. Other, as needed.

8. **PUBLIC HEALTH AND ENVIRONMENT**

(Board of Commissioners sitting as the San Miguel County Board of Public Health and Environment.)

a. 12:45 pm Discussion and update with the San Miguel County Stakeholders concerning the COVID 19 outbreak.

90 mins Grace Franklin, Public Health Director

b. Potential Executive Session: Concerning Public Health, Meeting with an Attorney, citation (4)(b).

c. Other, as needed.

9. **2:45 pm MANAGER MATTERS**

   a. Discussion on authorizing a representative for the Farmers' Water Development Company regular meeting of the stockholders to be held on February 13, 2021.

      Mike Bordogna, County Manager

   b. Consideration of adding $100,000 to the Lease-purchase for the Siemen's project (solar and EPC).

      Mike Bordogna, County Manger

   c. Discussion on the Ophir Land Code Amendment Comment Period.

      Mike Bordogna, County Manager

   d. Other, and update as needed.

10. **3:15 pm COMMISSIONER UPDATES**

   a. Kris Holstrom - Update on Outside Meetings

   b. Hilary Cooper - Update on Outside Meetings, Updates on legislation.

   c. Lance Waring - Outside Meetings.

   d. PUBLIC COMMENTS.

11. **3:45 pm ATTORNEY MATTERS**

   (Any of these items may involve an Executive Session C.R.S 24-6-402)

   a. Potential Executive Session: Discussion of the Matterhorn Mill for legal advice and direction to negotiators, citation 4(b) and (e).

   b. Executive Session: Communication with Attorneys on the Ongoing Suncor/Exxon Litigation, citation 4 (b).

      Amy Markwell, County Attorney

   c. Update on Litigation

   d. Other, as needed

12. **ADJOURNMENT**

NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded, and ACTION MAY BE TAKEN ON ANY ITEM. Formal Action cannot be taken at Work Sessions. For further information, contact the County Administration office at 970-728-3174. If special accommodations are necessary per ADA, contact 970-

728-3174 prior to the meeting.

The official, designated posting place for all BOCC notices will be online at https://www.sanmiguelcountyco.gov/liveagenda. Use this link to view the live agenda with any last-minute changes. To be automatically notified, please sign up at www.sanmiguelcountyco.gov, sign up for alerts, and follow the prompts.

AGENDA ITEM - 4.a.

TITLE:

Approval of the Chair's signature on a Lease Agreement between EcoAction Partners and San Miguel County for the office space located in the County West Wing 335 W. Colorado Ave, Telluride.

Presented by:
Time needed:

PREPARED BY:

Mike Bordogna, County Manager

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Backup to follow.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Draft Lease for EAP	2/2/2021

COMMERCIAL LEASE

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is entered into this 3RD day of February 2021 by and between SAN MIGUEL COUNTY, COLORADO, acting by and through the Board of County Commissioners of San Miguel County ("Lessor") and Eco Action Partners ("Lessee"). For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Term and Premises. Lessor hereby leases to Lessee, for the term commencing on February 3rd 2021 for a one year term ending February 2, 2022 ("Term") the following described premises in its present condition, located in San Miguel County, Colorado and described as that part of the building located at 335 West Colorado Avenue, Telluride that occupies approximately 380 square feet of the 1st floor of the middle unit of said building ("Leased Premises"). Lessee also has access for its employees only to and from the restrooms located outside the Leased Premises.

2. Rent and Security Deposit. Lessee agrees to pay to Lessor as rent the sum of $40 per month (In-Kind Contribution beyond this portion of utility costs) on or before the first day of each month. This may be paid in advance for the year or partial year. Rent payments shall be mailed or hand delivered to:
San Miguel County Manager's Office
P.O. Box 1170 –333 W. Colorado Ave. 3rd Floor
Telluride, CO. 81435

Lessee shall pay Rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by Lessee or acceptance by Lessor of a lesser amount than that due from Lessee to Lessor shall be treated as payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect and in no event shall be considered payment in full, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

Lessee paid the sum of $500 at the time of the initial execution of this Lease in February 2021, which sum shall constitute the Security Deposit and shall be held by Lessor as security for the full faith and performance by Lessee of all terms, covenants and conditions of this Lease by Lessee. The Security Deposit shall be held, applied to damages or Rent and returned to Lessee all in accordance with the laws of the state of Colorado in force at the time of the execution of this Lease.

In compliance with C.R.S. § 38-12-103, Lessor shall return to Lessee the amount of the Security Deposit remaining after deductions for damages and unpaid Rent, with an itemization of amounts withheld, all to be due within sixty days of the termination or expiration of this Lease and delivery of possession by Lessee. Lessor may comply by mailing, first class mail, to Lessee's last known address.

If the mail is returned, and Lessor is unable to discover Lessee's address after reasonable effort, the Security Deposit becomes Lessor's property 180 days after the first attempted mailing thereof.

3. Late Charges. Lessee shall pay a late charge in the amount of 5% of the outstanding delinquent balance for any payment of Rent not made within ten days after the due date. This charge is in addition to any other rights or remedies of the Lessor.

4. Utilities. Lessor shall pay all charges for utilities for the Leased Premises except for phone service, which shall be paid by Lessee.

5. Condition and Use of Leased Premises. Lessor agrees that Lessee, upon paying Rent and on performing all terms of this Lease, shall peaceably enjoy the Leased Premises during the Term of this Lease. By occupying the leased Premises as a tenant, or installing fixtures, facilities, or equipment or performing finished work, Lessee shall be deemed to have accepted the same and to have acknowledged that the Leased Premises are in the condition required by this Lease. Lessee acknowledges that Lessee has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:

A. To use the Leased Premises only for operation of the Eco Action Partners.
B. To surrender the Leased Premises to Lessor at the end of the Term or any renewal without the necessity of any notice from either Lessor or Lessee to terminate the same, and Lessee hereby expressly waives all right to any notice which may be required under any laws now or hereafter enacted and in force.
C. To surrender possession of the Leased Premises at the expiration of this Lease unless renewed without further notice to quit, in as good condition as reasonable use will permit.
D. To keep the Leased Premises in good condition and repair at Lessee's own expense, except repairs which are the duty of Lessor.
E. To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Leased Premises.
F. Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.
G. Not to permit any waste or nuisance.
H. Not to use the Leased Premises for living quarters or residence.
I. Not to allow any overnight outside storage of materials or property unless authorized in writing.
J. Will maintain signs for emergency exits in clear, unobstructed vision for public.

Any signs placed upon or about the Leased Premises shall, upon end of the Term of this Lease or upon the earlier termination, be removed by Lessee, and Lessee shall repair any damage to the Leased Premises that may be occasioned by reason of such removal. Lessee shall abide by Town of Telluride regulations regarding signage.

At all times, Lessee shall keep the sidewalks, if any, in front of or adjoining the Leased Premises clean and in a sightly and sanitary condition. Lessee shall abide by Town of Telluride regulations regarding sidewalk merchandising.

All repairs, except those specific repairs set forth below which are the responsibility of Lessor, shall be made by Lessee at Lessee's own expense. If Lessor pays for the same or any part thereof, Lessor shall be reimbursed by Lessee for such amount. Lessor shall be responsible for making only the following repairs:

Check All that Apply
[ ] Sprinkler System.
[✓] HVAC serving the Leased Premises, and to the extent, installed by Lessor.
[✓] Structural repairs to exterior walls, structural columns and structural floors which collectively enclose the Leased Premises, excluding storefronts.
[✓] The roof over the Leased Premises.
[✓] Plumbing.
[✓] Electrical Repairs for outlets or lighting

Lessee shall promptly give Lessor notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of the Lessee, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

5. Fixtures and Trade Fixtures. After original setup of retail fixtures, shelving, counters needed for use as a thrift store, Lessee shall make no changes, improvements, alterations, or additions to the Leased Premises unless such changes, improvements, alterations, or additions:

A. Are first approved in writing by Lessor.
B. Will not materially alter the character of the Leased Premises and will not substantially lessen the value of the Leased Premises.

Lessor may not unreasonably withhold approval, and if there is a dispute as to reasonableness it shall be determined by arbitration.

All improvements made by Lessee to the Leased Premises, which are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises, shall become the property of Lessor upon installation. Not later than the last day of the Term of this Lease, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee that have not become the property of Lessor, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Leased Premises in as good condition as they were at the beginning of the Term of this Lease, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors, or licensees, excepted. All property of Lessee remaining on the Leased Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal.

6. Lessor's Lien. As additional security, Lessee acknowledges, to the extent allowed by applicable law, Lessor's right to hold and sell with due legal notice all property on or to be brought on the Leased Premises in order to satisfy unpaid Rent, expenses, and utilities. No property of Lessee brought onto the Leased Premises shall be removed by Lessee other than the ordinary course of business as long as Lessee is in default in the terms of this Lease.

7. Default. Each of the following shall be deemed an Event of Default:

A. Default in the payment of Rent or other payments pursuant to this Lease.
B. Default in the performance or observance of any covenant or condition of this Lease by Lessee to be performed or observed.
C. Abandonment of the Leased Premises by Lessee.
D. The filing or execution or occurrence of:
   i. Filing a Petition in bankruptcy by or against Lessee.
   ii. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
   iii. Adjudication of Lessee as a bankrupt or insolvent; or insolvency in the bankruptcy equity sense.
   iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
   v. A petition or other proceeding by or against Lessee for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Lessee with respect to all or substantially all its property.

vi. A petition or other proceeding by or against Lessee for its dissolution or liquidation, or the taking of possession of the property of Lessee by any governmental authority in connection with dissolution or liquidation.

8. Notice of Default. Lessor and Lessee are desirous of giving one another fair notice of any default before termination or other action under this Lease requiring such notice. In the event of a default with respect to any provision of this Lease, neither Lessor nor Lessee shall institute legal action with respect to such default without first complying with the following conditions:

A. Notice of such default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail return receipt requested, or, if unable to provide notice by these methods, if notice is from Lessor to Lessee, by posting the notice on the front door of the Leased Premises.
B. Such written notice shall set forth the nature of the alleged default in the performance of this Lease and shall designate the specific paragraph(s) therein that relate to the alleged default.
C. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date cannot be less than five business days from the date of mailing the notice of default.

9. Termination. Upon occurrence of any Event of Default, and after proper notice of default has been given, and following lessee's failure to cure any such Event of Default, Lessor may, at its option, in addition to any other remedy or right given hereunder or by law, give notice to Lessee that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than ten business days after mailing or delivery of such notice.

The foregoing provisions for the termination of this Lease shall not operate to exclude or suspend any other remedy of Lessor for breach, or for the recovery of Rent for the full term.

10. Acceleration. Lessee expressly agrees and understands that upon Lessor's termination of this Lease, the entire remaining balance of unpaid Rent for the remainder of the Term of this Lease shall accelerate, whereby the entire sum shall become immediately due, payable, and collectable. To the extent allowed by law, Lessor may hold the portion of Lessee's Security Deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

11. Repossession. Upon termination of this Lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, Lessor may enter forthwith, without further demand or notice to Lessee, and resume possession of the Leased Premises. In no event shall such reentry or resumption of possession or re-letting as hereafter provided be deemed to be acceptance or surrender of this Lease or a waiver of the rights or remedies of Lessor hereunder.

12. Default by Lessor. In the event of any default by Lessor, Lessee, before exercising any rights that it may have at law to cancel this Lease, must first send notice by registered or certified mail, or hand delivery, to Lessor, and shall have offered Lessor thirty days in which to correct and cure the default or commence a good faith effort to cure such default.

13. Damages. Upon termination of this Lease in any manner provided herein, or by summary proceedings or otherwise, Lessee shall pay to Lessor without demand or notice the following:

K. All Rent and other payments accrued to the date of such termination and a proportionate part of the Rent otherwise payable for the month in which such termination occurs.
L. All future Rent and other payments to be due under the terms of this Lease to the extent Lessor has not been able to offset the same by reletting the Leased Premises within thirty days of termination.
M. The costs of making all repairs, alterations and improvements required to be made by Lessor hereunder, and of performing all covenants of Lessee relating to the condition of the Leased Premises during the Term of this Lease and upon expiration or sooner termination of this Lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by Lessor or the amounts actually expended or incurred thereafter by Lessor.
N. Attorney's fees and costs.

14. Lessor Not Liable for Injury or Damage to Persons or Property. Lessor shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Leased Premises or building from any cause, during the Term or any renewal of this Lease.

15. Taxes. Property taxes on the Lessee's possessory interest in the Leased Premises, if any, shall be the responsibility of Lessee. Taxes on the personal property of Lessee shall be the responsibility of Lessee. All other taxes shall be the responsibility of the party incurring the same.

16. Right of Reentry. Lessor shall have the right, by itself or agent or with others, to enter the Leased Premises at reasonable hours to examine or exhibit the Leased Premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the building, to inspect and examine, to post such notices as Lessor may deem necessary to protect Lessor against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating Lessor's performance of its obligations hereunder, or for any other reasonable purpose that does not materially diminish Lessee's enjoyment or use of the Leased Premises.

17. Hold Over. If Lessee shall holdover after the expiration of the Term of this Lease, with the consent of Lessor, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and Lessee agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this Lease for the time Lessee holds over. Lessee shall be entitled to possession until Lessor has given Lessee thirty days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

18. Nature of Relationship Between Parties. The sole relationship between the parties created by this Lease is that of Lessor and Lessee. Nothing contained in this Lease shall be deemed, held, or construed as crating a joint venture or partnership between the parties.

19. Mechanics and Other Liens Imposed by Lessee. Lessee shall keep the Leased Premises and the improvements at all times during the Term free of mechanics and materialmen's liens and other liens of like nature, other than liens created and claimed by reason of any work done by or at the insistence of Lessor, and at all times shall fully protect and indemnify Lessor against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should Lessee fail to fully discharge any such lien or claim, Lessor, at its option, may pay the same or any part thereof, and Lessor shall be the sole judge of the validity of such lien or claim.

All amounts so paid by Lessor, together with interest at the maximum legal rate from the time of payment by Lessor until repayment by Lessee, shall be paid by Lessee upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional Rent.

20. Fire Clause. Lessee agrees to notify Lessor of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire, repairs shall be made by Lessor as soon as reasonably may be done unless the costs of repairing the Leased Premises exceed 25% of the replacement cost of the building in which case the Lessor may, at its option, terminate this Lease by giving Lessee a written notice of termination within thirty days of the date of the occurrence.

If Lessor does not terminate this Lease pursuant to the paragraph above, then Lessor has thirty days after the date of occurrence to give written notice to Lessee setting forth its unqualified commitment to make all necessary repairs or replacements, the projected date of commencement of such repairs, and Lessor's best good faith estimate of the date of completion of the same.

If Lessor fails to give such notice, or if the date of completion is more than ninety days after the date of the occurrence, then Lessee may, at its option, terminate this Lease and Lessor will be obliged to refund to Lessee any rent allocable to the period subsequent to the date of the fire.

21. Waiver of Nonperformance. Failure of Lessor to exercise any of its rights under this Lease upon nonperformance by Lessee of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by Lessor be construed as a waiver of the rights of Lessor as to any subsequent defective performance or nonperformance hereunder.

22. Parol Evidence Clause. This instrument constitutes the final, fully integrated expression of the agreement between Lessor and Lessee, and it cannot be modified or amended in any way except in writing signed by Lessor and Lessee.

23. Insurance. Lessee shall, during the entire Term of this Lease keep in full force and effect a policy of commercial general liability insurance with respect to the Leased Premises and the business operated by Lessee in the Leased Premises and the limits of general liability shall be in the amount of $1,000,000 combined single limit, naming Lessor as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that Lessee will not cancel or change the insurance without first giving Lessor ten days prior written notice.

Lessee during the Term of this Lease shall, at its sole expense, provide and keep in force tenant casualty insurance on its business property against loss or damage by fire or other peril. Lessor shall provide casualty coverage on the building and infrastructure.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by Lessor and Lessee to each other and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten days prior notice to Lessor and Lessee.

24. Notices. All notices and communications concerning this Lease shall be mailed to the parties at the following addresses:

Lessor:	Lessee:
San Miguel County	Eco Action Partners
Attn: Mike Bordogna	P.O. Box

P.O. Box 1170 Ridgway, CO. 81432
Telluride, CO 81435

25. Court Action, Attorney's Fees, and Costs. If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this Lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Leased Premises or to enforce any provision of this Lease, the losing party agrees to pay the prevailing party reasonable costs, attorney's fees and expenses incurred in prosecuting these suits.

26. Assignments and Sublease. Lessee shall not assign this Lease voluntarily or involuntarily, nor shall Lessee sublease the Leased Premises or any part of the Leased Premises, without the written consent of Lessor, under penalty of instant forfeiture of this Lease. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.

27. Modification. Any modification or amendment of this Lease shall be in writing and shall be executed by all parties.

28. Severability Clause. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

29. Law to Apply. This Lease shall be construed under and in accordance with the laws of the State of Colorado and in the event litigation is commenced in this matter venue and jurisdiction shall be proper only in San Miguel County District Court.

30. Governmental Immunity. Nothing in this Lease shall be deemed to waive or otherwise limit any defenses or immunities that may be available to Lessor under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101. *et seq*.

31. No Third Party Beneficiaries. Except as herein provided, no person or entity, other than a party to this Lease, shall have any right of action under this Lease. It is the express intent of the parties hereto that any person receiving services or benefits under this Lease, other than a party to this Lease, shall be deemed an incidental beneficiary only.

32. Authority. The Parties hereto warrant and covenant that each has the authority to enter into and make legally binding this Lease. If Lessee is a corporation, each person executing this Lease represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation. Those persons further represent that this Lease is binding upon the corporation.

IN WITNESS WHEREOF the parties have executed this Lease as of the date first written above.

LESSOR:

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

By: _____
Lance Waring, Chair

Date: _____

LESSEE:

Emma Gerona
Executive Director, Eco Action Partners

By:_____

Date:_____

By:_____

Date:_____

AGENDA ITEM - 4.b.

TITLE:

Approval of Chair's signature on a Lease Agreement between Second Chance Humane Society and San Miguel County for the thrift store located in the County West Wing, 335 W. Colorado Ave, Telluride, CO.

Presented by:
Time needed:

PREPARED BY:

Mike Bordogna, County Manager

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Backup to follow.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Lease Agreement	2/1/2021

COMMERCIAL LEASE

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is entered into this 3RD day of February 2021 by and between SAN MIGUEL COUNTY, COLORADO, acting by and through the Board of County Commissioners of San Miguel County ("Lessor") and SECOND CHANCE HUMANE SOCIETY, INC. ("Lessee"). For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Term and Premises. Lessor hereby leases to Lessee, for the term commencing on February 2nd 2021 for a two year term ending February 3, 2023 ("Term") the following described premises in its present condition, located in San Miguel County, Colorado and described as that part of the building located at 335 West Colorado Avenue, Telluride that occupies 1,520 square feet of the south-west corner of said building ("Leased Premises"). Lessee also has access for its employees only to and from the restroom located outside the Leased Premises.

2. Rent and Security Deposit. Lessee agrees to pay to Lessor as rent the sum of $1,250 per month on or before the first day of each month. Rent payments shall be mailed or hand delivered to:
San Miguel County Manager's Office
P.O. Box 1170 –333 W. Colorado Ave. 3rd Floor
Telluride, CO. 81435

Lessee shall pay Rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by Lessee or acceptance by Lessor of a lesser amount than that due from Lessee to Lessor shall be treated as payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect and in no event shall be considered payment in full, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

Lessee paid the sum of $500 at the time of the initial execution of this Lease in November 2011, which sum shall constitute the Security Deposit and shall be held by Lessor as security for the full faith and performance by Lessee of all terms, covenants and conditions of this Lease by Lessee. The Security Deposit shall be held, applied to damages or Rent and returned to Lessee all in accordance with the laws of the state of Colorado in force at the time of the execution of this Lease.

In compliance with C.R.S. § 38-12-103, Lessor shall return to Lessee the amount of the Security Deposit remaining after deductions for damages and unpaid Rent, with an itemization of amounts withheld, all to be due within sixty days of the termination or expiration of this Lease and delivery of possession by Lessee. Lessor may comply by mailing, first class mail, to Lessee's last known address.

If the mail is returned, and Lessor is unable to discover Lessee's address after reasonable effort, the Security Deposit becomes Lessor's property 180 days after the first attempted mailing thereof.

3. Late Charges. Lessee shall pay a late charge in the amount of 5% of the outstanding delinquent balance for any payment of Rent not made within ten days after the due date. This charge is in addition to any other rights or remedies of the Lessor.

4. Utilities. Lessor shall pay all charges for utilities for the Leased Premises except for phone service, which shall be paid by Lessee.

5. Condition and Use of Leased Premises. Lessor agrees that Lessee, upon paying Rent and on performing all terms of this Lease, shall peaceably enjoy the Leased Premises during the Term of this Lease. By occupying the

leased Premises as a tenant, or installing fixtures, facilities, or equipment or performing finished work, Lessee shall be deemed to have accepted the same and to have acknowledged that the Leased Premises are in the condition required by this Lease. Lessee acknowledges that Lessee has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:

A. To use the Leased Premises only for operation of the Second Chance Humane Society Thrift Shop.
B. To surrender the Leased Premises to Lessor at the end of the Term or any renewal without the necessity of any notice from either Lessor or Lessee to terminate the same, and Lessee hereby expressly waives all right to any notice which may be required under any laws now or hereafter enacted and in force.
C. To surrender possession of the Leased Premises at the expiration of this Lease unless renewed without further notice to quit, in as good condition as reasonable use will permit.
D. To keep the Leased Premises in good condition and repair at Lessee's own expense, except repairs which are the duty of Lessor.
E. To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Leased Premises.
F. Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.
G. Not to permit any waste or nuisance.
H. Not to use the Leased Premises for living quarters or residence.
I. Not to allow any overnight outside storage of materials or property unless authorized in writing.
J. Will maintain signs for emergency exits in clear, unobstructed vision for public.

Any signs placed upon or about the Leased Premises shall, upon end of the Term of this Lease or upon the earlier termination, be removed by Lessee, and Lessee shall repair any damage to the Leased Premises that may be occasioned by reason of such removal. Lessee shall abide by Town of Telluride regulations regarding signage.

At all times, Lessee shall keep the sidewalks, if any, in front of or adjoining the Leased Premises clean and in a sightly and sanitary condition. Lessee shall abide by Town of Telluride regulations regarding sidewalk merchandising.

All repairs, except those specific repairs set forth below which are the responsibility of Lessor, shall be made by Lessee at Lessee's own expense. If Lessor pays for the same or any part thereof, Lessor shall be reimbursed by Lessee for such amount. Lessor shall be responsible for making only the following repairs:

Check All that Apply

[ ] Sprinkler System.
[✓] HVAC serving the Leased Premises, and to the extent, installed by Lessor.
[✓] Structural repairs to exterior walls, structural columns and structural floors which collectively enclose the Leased Premises, excluding storefronts.
[✓] The roof over the Leased Premises.
[✓] Plumbing.
[✓] Electrical Repairs for outlets or lighting

Lessee shall promptly give Lessor notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of the Lessee, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

5. Fixtures and Trade Fixtures. After original setup of retail fixtures, shelving, counters needed for use as a thrift store, Lessee shall make no changes, improvements, alterations, or additions to the Leased Premises unless such changes, improvements, alterations, or additions:

A. Are first approved in writing by Lessor.
B. Will not materially alter the character of the Leased Premises and will not substantially lessen the value of the Leased Premises.

Lessor may not unreasonably withhold approval, and if there is a dispute as to reasonableness it shall be determined by arbitration.

All improvements made by Lessee to the Leased Premises, which are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises, shall become the property of Lessor upon installation. Not later than the last day of the Term of this Lease, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee that have not become the property of Lessor, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Leased Premises in as good condition as they were at the beginning of the Term of this Lease, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors, or licensees, excepted. All property of Lessee remaining on the Leased Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal.

6. Lessor's Lien. As additional security, Lessee acknowledges, to the extent allowed by applicable law, Lessor's right to hold and sell with due legal notice all property on or to be brought on the Leased Premises in order to satisfy unpaid Rent, expenses, and utilities. No property of Lessee brought onto the Leased Premises shall be removed by Lessee other than the ordinary course of business as long as Lessee is in default in the terms of this Lease.

7. Default. Each of the following shall be deemed an Event of Default:

A. Default in the payment of Rent or other payments pursuant to this Lease.
B. Default in the performance or observance of any covenant or condition of this Lease by Lessee to be performed or observed.
C. Abandonment of the Leased Premises by Lessee.
D. The filing or execution or occurrence of:
   i. Filing a Petition in bankruptcy by or against Lessee.
   ii. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
   iii. Adjudication of Lessee as a bankrupt or insolvent; or insolvency in the bankruptcy equity sense.
   iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
   v. A petition or other proceeding by or against Lessee for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Lessee with respect to all or substantially all its property.
   vi. A petition or other proceeding by or against Lessee for its dissolution or liquidation, or the taking of possession of the property of Lessee by any governmental authority in connection with dissolution or liquidation.

8. Notice of Default. Lessor and Lessee are desirous of giving one another fair notice of any default before termination or other action under this Lease requiring such notice. In the event of a default with respect to any provision of this Lease, neither Lessor nor Lessee shall institute legal action with respect to such default without first complying with the following conditions:

A. Notice of such default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail return receipt requested, or, if unable to provide notice by these methods, if notice is from Lessor to Lessee, by posting the notice on the front door of the Leased Premises.
B. Such written notice shall set forth the nature of the alleged default in the performance of this Lease and shall designate the specific paragraph(s) therein that relate to the alleged default.
C. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date cannot be less than five business days from the date of mailing the notice of default.

9. Termination. Upon occurrence of any Event of Default, and after proper notice of default has been given, and following lessee's failure to cure any such Event of Default, Lessor may, at its option, in addition to any other remedy or right given hereunder or by law, give notice to Lessee that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than ten business days after mailing or delivery of such notice.

The foregoing provisions for the termination of this Lease shall not operate to exclude or suspend any other remedy of Lessor for breach, or for the recovery of Rent for the full term.

10. Acceleration. Lessee expressly agrees and understands that upon Lessor's termination of this Lease, the entire remaining balance of unpaid Rent for the remainder of the Term of this Lease shall accelerate, whereby the entire sum shall become immediately due, payable, and collectable. To the extent allowed by law, Lessor may hold the portion of Lessee's Security Deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

11. Repossession. Upon termination of this Lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, Lessor may enter forthwith, without further demand or notice to Lessee, and resume possession of the Leased Premises. In no event shall such reentry or resumption of possession or reletting as hereafter provided be deemed to be acceptance or surrender of this Lease or a waiver of the rights or remedies of Lessor hereunder.

12. Default by Lessor. In the event of any default by Lessor, Lessee, before exercising any rights that it may have at law to cancel this Lease, must first send notice by registered or certified mail, or hand delivery, to Lessor, and shall have offered Lessor thirty days in which to correct and cure the default or commence a good faith effort to cure such default.

13. Damages. Upon termination of this Lease in any manner provided herein, or by summary proceedings or otherwise, Lessee shall pay to Lessor without demand or notice the following:

K. All Rent and other payments accrued to the date of such termination and a proportionate part of the Rent otherwise payable for the month in which such termination occurs.
L. All future Rent and other payments to be due under the terms of this Lease to the extent Lessor has not been able to offset the same by reletting the Leased Premises within thirty days of termination.

M. The costs of making all repairs, alterations and improvements required to be made by Lessor hereunder, and of performing all covenants of Lessee relating to the condition of the Leased Premises during the Term of this Lease and upon expiration or sooner termination of this Lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by Lessor or the amounts actually expended or incurred thereafter by Lessor.
N. Attorney's fees and costs.

14. Lessor Not Liable for Injury or Damage to Persons or Property. Lessor shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Leased Premises or building from any cause, during the Term or any renewal of this Lease.

15. Taxes. Property taxes on the Lessee's possessory interest in the Leased Premises, if any, shall be the responsibility of Lessee. Taxes on the personal property of Lessee shall be the responsibility of Lessee. All other taxes shall be the responsibility of the party incurring the same.

16. Right of Reentry. Lessor shall have the right, by itself or agent or with others, to enter the Leased Premises at reasonable hours to examine or exhibit the Leased Premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the building, to inspect and examine, to post such notices as Lessor may deem necessary to protect Lessor against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating Lessor's performance of its obligations hereunder, or for any other reasonable purpose that does not materially diminish Lessee's enjoyment or use of the Leased Premises.

17. Hold Over. If Lessee shall holdover after the expiration of the Term of this Lease, with the consent of Lessor, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and Lessee agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this Lease for the time Lessee holds over. Lessee shall be entitled to possession until Lessor has given Lessee thirty days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

18. Nature of Relationship Between Parties. The sole relationship between the parties created by this Lease is that of Lessor and Lessee. Nothing contained in this Lease shall be deemed, held, or construed as crating a joint venture or partnership between the parties.

19. Mechanics and Other Liens Imposed by Lessee. Lessee shall keep the Leased Premises and the improvements at all times during the Term free of mechanics and materialmen's liens and other liens of like nature, other than liens created and claimed by reason of any work done by or at the insistence of Lessor, and at all times shall fully protect and indemnify Lessor against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should Lessee fail to fully discharge any such lien or claim, Lessor, at its option, may pay the same or any part thereof, and Lessor shall be the sole judge of the validity of such lien or claim.

All amounts so paid by Lessor, together with interest at the maximum legal rate from the time of payment by Lessor until repayment by Lessee, shall be paid by Lessee upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional Rent.

20. Fire Clause. Lessee agrees to notify Lessor of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire, repairs shall be made by Lessor as soon as reasonably may be done unless the costs of repairing the Leased Premises exceed 25% of the replacement cost of the building in which case the Lessor may, at its option, terminate this Lease by giving Lessee a written notice of termination within thirty days of the date of the occurrence.

If Lessor does not terminate this Lease pursuant to the paragraph above, then Lessor has thirty days after the date of occurrence to give written notice to Lessee setting forth its unqualified commitment to make all necessary repairs or replacements, the projected date of commencement of such repairs, and Lessor's best good faith estimate of the date of completion of the same.

If Lessor fails to give such notice, or if the date of completion is more than ninety days after the date of the occurrence, then Lessee may, at its option, terminate this Lease and Lessor will be obliged to refund to Lessee any rent allocable to the period subsequent to the date of the fire.

21. Waiver of Nonperformance. Failure of Lessor to exercise any of its rights under this Lease upon nonperformance by Lessee of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by Lessor be construed as a waiver of the rights of Lessor as to any subsequent defective performance or nonperformance hereunder.

22. Parol Evidence Clause. This instrument constitutes the final, fully integrated expression of the agreement between Lessor and Lessee, and it cannot be modified or amended in any way except in writing signed by Lessor and Lessee.

23. Insurance. Lessee shall, during the entire Term of this Lease keep in full force and effect a policy of commercial general liability insurance with respect to the Leased Premises and the business operated by Lessee in the Leased Premises and the limits of general liability shall be in the amount of $1,000,000 combined single limit, naming Lessor as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that Lessee will not cancel or change the insurance without first giving Lessor ten days prior written notice.

Lessee during the Term of this Lease shall, at its sole expense, provide and keep in force tenant casualty insurance on its business property against loss or damage by fire or other peril. Lessor shall provide casualty coverage on the building and infrastructure.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by Lessor and Lessee to each other and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten days prior notice to Lessor and Lessee.

24. Notices. All notices and communications concerning this Lease shall be mailed to the parties at the following addresses:

Lessor:
San Miguel County
Attn: Mike Bordogna
P.O. Box 1170
Telluride, CO 81435

Lessee:
Second Chance Humane Society
P.O. Box 2096
Ridgway, CO. 81432

25. Court Action, Attorney's Fees, and Costs. If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this Lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Leased Premises or to enforce any provision of this Lease, the losing party agrees to pay the prevailing party reasonable costs, attorney's fees and expenses incurred in prosecuting these suits.

26. Assignments and Sublease. Lessee shall not assign this Lease voluntarily or involuntarily, nor shall Lessee sublease the Leased Premises or any part of the Leased Premises, without the written consent of Lessor, under penalty of instant forfeiture of this Lease. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.

27. Modification. Any modification or amendment of this Lease shall be in writing and shall be executed by all parties.

28. Severability Clause. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

29. Law to Apply. This Lease shall be construed under and in accordance with the laws of the State of Colorado and in the event litigation is commenced in this matter venue and jurisdiction shall be proper only in San Miguel County District Court.

30. Governmental Immunity. Nothing in this Lease shall be deemed to waive or otherwise limit any defenses or immunities that may be available to Lessor under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101. *et seq*.

31. No Third Party Beneficiaries. Except as herein provided, no person or entity, other than a party to this Lease, shall have any right of action under this Lease. It is the express intent of the parties hereto that any person receiving services or benefits under this Lease, other than a party to this Lease, shall be deemed an incidental beneficiary only.

32. Authority. The Parties hereto warrant and covenant that each has the authority to enter into and make legally binding this Lease. If Lessee is a corporation, each person executing this Lease represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation. Those persons further represent that this Lease is binding upon the corporation.

IN WITNESS WHEREOF the parties have executed this Lease as of the date first written above.

LESSOR:

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

By: _____
Lance Waring, Chair

Date: _____

LESSEE:

SECOND CHANCE HUMANE SOCIETY
Executive Director

By:_____

Date:_____

By:_____

Date:_____

AGENDA ITEM - 4.c.

TITLE:

Approval of the Chair's signature on a Lease Agreement between Telluride Food Bank and San Miguel County for the Food Bank located in the West Wing, 335 W. Colorado Ave., Telluride.

Presented by:
Time needed:

PREPARED BY:

Mike Bordogna, County Manager

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Backup to follow.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Lease Agreement	2/1/2021

COMMERCIAL LEASE

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is entered into this 3RD day of February 2021 by and between SAN MIGUEL COUNTY, COLORADO, acting by and through the Board of County Commissioners of San Miguel County ("Lessor") and Telluride Food Bank ("Lessee"). For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Term and Premises. Lessor hereby leases to Lessee, for the term commencing on February 2nd 2021 for a two year term ending February 3, 2023 ("Term") the following described premises in its present condition, located in San Miguel County, Colorado and described as that part of the building located at 335 West Colorado Avenue, Telluride that occupies 836 square feet of the 2nd floor of the west side of said building ("Leased Premises"). Lessee also has access for its employees only to and from the restrooms located outside the Leased Premises.

2. Rent and Security Deposit. Lessee agrees to pay to Lessor as rent the sum of $0 per month (In-Kind Contribution) on or before the first day of each month. Rent payments shall be mailed or hand delivered to:
San Miguel County Manager's Office
P.O. Box 1170 –333 W. Colorado Ave. 3rd Floor
Telluride, CO. 81435

Lessee shall pay Rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by Lessee or acceptance by Lessor of a lesser amount than that due from Lessee to Lessor shall be treated as payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect and in no event shall be considered payment in full, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

Lessee paid the sum of $0 at the time of the initial execution of this Lease in February 2021, which sum shall constitute the Security Deposit and shall be held by Lessor as security for the full faith and performance by Lessee of all terms, covenants and conditions of this Lease by Lessee. The Security Deposit shall be held, applied to damages or Rent and returned to Lessee all in accordance with the laws of the state of Colorado in force at the time of the execution of this Lease.

In compliance with C.R.S. § 38-12-103, Lessor shall return to Lessee the amount of the Security Deposit remaining after deductions for damages and unpaid Rent, with an itemization of amounts withheld, all to be due within sixty days of the termination or expiration of this Lease and delivery of possession by Lessee. Lessor may comply by mailing, first class mail, to Lessee's last known address.

If the mail is returned, and Lessor is unable to discover Lessee's address after reasonable effort, the Security Deposit becomes Lessor's property 180 days after the first attempted mailing thereof.

3. Late Charges. Lessee shall pay a late charge in the amount of 5% of the outstanding delinquent balance for any payment of Rent not made within ten days after the due date. This charge is in addition to any other rights or remedies of the Lessor.- N/A

4. Utilities. Lessor shall pay all charges for utilities for the Leased Premises except for phone service, which shall be paid by Lessee.

5. Condition and Use of Leased Premises. Lessor agrees that Lessee, upon paying Rent and on performing all terms of this Lease, shall peaceably enjoy the Leased Premises during the Term of this Lease. By occupying the

leased Premises as a tenant, or installing fixtures, facilities, or equipment or performing finished work, Lessee shall be deemed to have accepted the same and to have acknowledged that the Leased Premises are in the condition required by this Lease. Lessee acknowledges that Lessee has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:

A. To use the Leased Premises only for operation of the Second Chance Humane Society Thrift Shop.
B. To surrender the Leased Premises to Lessor at the end of the Term or any renewal without the necessity of any notice from either Lessor or Lessee to terminate the same, and Lessee hereby expressly waives all right to any notice which may be required under any laws now or hereafter enacted and in force.
C. To surrender possession of the Leased Premises at the expiration of this Lease unless renewed without further notice to quit, in as good condition as reasonable use will permit.
D. To keep the Leased Premises in good condition and repair at Lessee's own expense, except repairs which are the duty of Lessor.
E. To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Leased Premises.
F. Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.
G. Not to permit any waste or nuisance.
H. Not to use the Leased Premises for living quarters or residence.
I. Not to allow any overnight outside storage of materials or property unless authorized in writing.
J. Will maintain signs for emergency exits in clear, unobstructed vision for public.

Any signs placed upon or about the Leased Premises shall, upon end of the Term of this Lease or upon the earlier termination, be removed by Lessee, and Lessee shall repair any damage to the Leased Premises that may be occasioned by reason of such removal. Lessee shall abide by Town of Telluride regulations regarding signage.

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[ ] Sprinkler System.
[✓] HVAC serving the Leased Premises, and to the extent, installed by Lessor.
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[✓] The roof over the Leased Premises.
[✓] Plumbing.
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Lessee shall promptly give Lessor notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of the Lessee, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

5. Fixtures and Trade Fixtures. After original setup of retail fixtures, shelving, counters needed for use as a thrift store, Lessee shall make no changes, improvements, alterations, or additions to the Leased Premises unless such changes, improvements, alterations, or additions:

A. Are first approved in writing by Lessor.
B. Will not materially alter the character of the Leased Premises and will not substantially lessen the value of the Leased Premises.

Lessor may not unreasonably withhold approval, and if there is a dispute as to reasonableness it shall be determined by arbitration.

All improvements made by Lessee to the Leased Premises, which are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises, shall become the property of Lessor upon installation. Not later than the last day of the Term of this Lease, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee that have not become the property of Lessor, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Leased Premises in as good condition as they were at the beginning of the Term of this Lease, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors, or licensees, excepted. All property of Lessee remaining on the Leased Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal.

6. Lessor's Lien. As additional security, Lessee acknowledges, to the extent allowed by applicable law, Lessor's right to hold and sell with due legal notice all property on or to be brought on the Leased Premises in order to satisfy unpaid Rent, expenses, and utilities. No property of Lessee brought onto the Leased Premises shall be removed by Lessee other than the ordinary course of business as long as Lessee is in default in the terms of this Lease.

7. Default. Each of the following shall be deemed an Event of Default:

A. Default in the payment of Rent or other payments pursuant to this Lease.
B. Default in the performance or observance of any covenant or condition of this Lease by Lessee to be performed or observed.
C. Abandonment of the Leased Premises by Lessee.
D. The filing or execution or occurrence of:
   i. Filing a Petition in bankruptcy by or against Lessee.
   ii. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
   iii. Adjudication of Lessee as a bankrupt or insolvent; or insolvency in the bankruptcy equity sense.
   iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
   v. A petition or other proceeding by or against Lessee for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Lessee with respect to all or substantially all its property.
   vi. A petition or other proceeding by or against Lessee for its dissolution or liquidation, or the taking of possession of the property of Lessee by any governmental authority in connection with dissolution or liquidation.

8. Notice of Default. Lessor and Lessee are desirous of giving one another fair notice of any default before termination or other action under this Lease requiring such notice. In the event of a default with respect to any provision of this Lease, neither Lessor nor Lessee shall institute legal action with respect to such default without first complying with the following conditions:

A. Notice of such default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail return receipt requested, or, if unable to provide notice by these methods, if notice is from Lessor to Lessee, by posting the notice on the front door of the Leased Premises.
B. Such written notice shall set forth the nature of the alleged default in the performance of this Lease and shall designate the specific paragraph(s) therein that relate to the alleged default.
C. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date cannot be less than five business days from the date of mailing the notice of default.

9. Termination. Upon occurrence of any Event of Default, and after proper notice of default has been given, and following lessee's failure to cure any such Event of Default, Lessor may, at its option, in addition to any other remedy or right given hereunder or by law, give notice to Lessee that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than ten business days after mailing or delivery of such notice.

The foregoing provisions for the termination of this Lease shall not operate to exclude or suspend any other remedy of Lessor for breach, or for the recovery of Rent for the full term.

10. Acceleration. Lessee expressly agrees and understands that upon Lessor's termination of this Lease, the entire remaining balance of unpaid Rent for the remainder of the Term of this Lease shall accelerate, whereby the entire sum shall become immediately due, payable, and collectable. To the extent allowed by law, Lessor may hold the portion of Lessee's Security Deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

11. Repossession. Upon termination of this Lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, Lessor may enter forthwith, without further demand or notice to Lessee, and resume possession of the Leased Premises. In no event shall such reentry or resumption of possession or re-letting as hereafter provided be deemed to be acceptance or surrender of this Lease or a waiver of the rights or remedies of Lessor hereunder.

12. Default by Lessor. In the event of any default by Lessor, Lessee, before exercising any rights that it may have at law to cancel this Lease, must first send notice by registered or certified mail, or hand delivery, to Lessor, and shall have offered Lessor thirty days in which to correct and cure the default or commence a good faith effort to cure such default.

13. Damages. Upon termination of this Lease in any manner provided herein, or by summary proceedings or otherwise, Lessee shall pay to Lessor without demand or notice the following:

K. All Rent and other payments accrued to the date of such termination and a proportionate part of the Rent otherwise payable for the month in which such termination occurs.
L. All future Rent and other payments to be due under the terms of this Lease to the extent Lessor has not been able to offset the same by reletting the Leased Premises within thirty days of termination.

M. The costs of making all repairs, alterations and improvements required to be made by Lessor hereunder, and of performing all covenants of Lessee relating to the condition of the Leased Premises during the Term of this Lease and upon expiration or sooner termination of this Lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by Lessor or the amounts actually expended or incurred thereafter by Lessor.
N. Attorney's fees and costs.

14. Lessor Not Liable for Injury or Damage to Persons or Property. Lessor shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Leased Premises or building from any cause, during the Term or any renewal of this Lease.

15. Taxes. Property taxes on the Lessee's possessory interest in the Leased Premises, if any, shall be the responsibility of Lessee. Taxes on the personal property of Lessee shall be the responsibility of Lessee. All other taxes shall be the responsibility of the party incurring the same.

16. Right of Reentry. Lessor shall have the right, by itself or agent or with others, to enter the Leased Premises at reasonable hours to examine or exhibit the Leased Premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the building, to inspect and examine, to post such notices as Lessor may deem necessary to protect Lessor against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating Lessor's performance of its obligations hereunder, or for any other reasonable purpose that does not materially diminish Lessee's enjoyment or use of the Leased Premises.

17. Hold Over. If Lessee shall holdover after the expiration of the Term of this Lease, with the consent of Lessor, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and Lessee agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this Lease for the time Lessee holds over. Lessee shall be entitled to possession until Lessor has given Lessee thirty days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

18. Nature of Relationship Between Parties. The sole relationship between the parties created by this Lease is that of Lessor and Lessee. Nothing contained in this Lease shall be deemed, held, or construed as crating a joint venture or partnership between the parties.

19. Mechanics and Other Liens Imposed by Lessee. Lessee shall keep the Leased Premises and the improvements at all times during the Term free of mechanics and materialmen's liens and other liens of like nature, other than liens created and claimed by reason of any work done by or at the insistence of Lessor, and at all times shall fully protect and indemnify Lessor against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should Lessee fail to fully discharge any such lien or claim, Lessor, at its option, may pay the same or any part thereof, and Lessor shall be the sole judge of the validity of such lien or claim.

All amounts so paid by Lessor, together with interest at the maximum legal rate from the time of payment by Lessor until repayment by Lessee, shall be paid by Lessee upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional Rent.

20. Fire Clause. Lessee agrees to notify Lessor of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire, repairs shall be made by Lessor as soon as reasonably may be done unless the costs of repairing the Leased Premises exceed 25% of the replacement cost of the building in which case the Lessor may, at its option, terminate this Lease by giving Lessee a written notice of termination within thirty days of the date of the occurrence.

If Lessor does not terminate this Lease pursuant to the paragraph above, then Lessor has thirty days after the date of occurrence to give written notice to Lessee setting forth its unqualified commitment to make all necessary repairs or replacements, the projected date of commencement of such repairs, and Lessor's best good faith estimate of the date of completion of the same.

If Lessor fails to give such notice, or if the date of completion is more than ninety days after the date of the occurrence, then Lessee may, at its option, terminate this Lease and Lessor will be obliged to refund to Lessee any rent allocable to the period subsequent to the date of the fire.

21. Waiver of Nonperformance. Failure of Lessor to exercise any of its rights under this Lease upon nonperformance by Lessee of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by Lessor be construed as a waiver of the rights of Lessor as to any subsequent defective performance or nonperformance hereunder.

22. Parol Evidence Clause. This instrument constitutes the final, fully integrated expression of the agreement between Lessor and Lessee, and it cannot be modified or amended in any way except in writing signed by Lessor and Lessee.

23. Insurance. Lessee shall, during the entire Term of this Lease keep in full force and effect a policy of commercial general liability insurance with respect to the Leased Premises and the business operated by Lessee in the Leased Premises and the limits of general liability shall be in the amount of $1,000,000 combined single limit, naming Lessor as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that Lessee will not cancel or change the insurance without first giving Lessor ten days prior written notice.

Lessee during the Term of this Lease shall, at its sole expense, provide and keep in force tenant casualty insurance on its business property against loss or damage by fire or other peril. Lessor shall provide casualty coverage on the building and infrastructure.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by Lessor and Lessee to each other and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten days prior notice to Lessor and Lessee.

24. Notices. All notices and communications concerning this Lease shall be mailed to the parties at the following addresses:

Lessor:
San Miguel County
Attn: Mike Bordogna
P.O. Box 1170
Telluride, CO 81435

Lessee:
Telluride Food Bank
P.O. Box
Ridgway, CO. 81432

25. Court Action, Attorney's Fees, and Costs. If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this Lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Leased Premises or to enforce any provision of this Lease, the losing party agrees to pay the prevailing party reasonable costs, attorney's fees and expenses incurred in prosecuting these suits.

26. Assignments and Sublease. Lessee shall not assign this Lease voluntarily or involuntarily, nor shall Lessee sublease the Leased Premises or any part of the Leased Premises, without the written consent of Lessor, under penalty of instant forfeiture of this Lease. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.

27. Modification. Any modification or amendment of this Lease shall be in writing and shall be executed by all parties.

28. Severability Clause. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

29. Law to Apply. This Lease shall be construed under and in accordance with the laws of the State of Colorado and in the event litigation is commenced in this matter venue and jurisdiction shall be proper only in San Miguel County District Court.

30. Governmental Immunity. Nothing in this Lease shall be deemed to waive or otherwise limit any defenses or immunities that may be available to Lessor under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101. *et seq*.

31. No Third Party Beneficiaries. Except as herein provided, no person or entity, other than a party to this Lease, shall have any right of action under this Lease. It is the express intent of the parties hereto that any person receiving services or benefits under this Lease, other than a party to this Lease, shall be deemed an incidental beneficiary only.

32. Authority. The Parties hereto warrant and covenant that each has the authority to enter into and make legally binding this Lease. If Lessee is a corporation, each person executing this Lease represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation. Those persons further represent that this Lease is binding upon the corporation.

IN WITNESS WHEREOF the parties have executed this Lease as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

By: _____
Lance Waring, Chair

LESSOR:

Date: _____

LESSEE:

Telluride Food Bank
Executive Director

By:_____

Date:_____

By:_____

Date:_____

AGENDA ITEM - 4.d.

TITLE:

Approval of John Wontrobski to be re-appointed to the Historical Commission.

Presented by:
Time needed:

PREPARED BY:

Janet Kask, County Parks and Open Space Director

RECOMMENDED ACTION/MOTION:

To approve as presented as supported by the Historical Commission.

INTRODUCTION/BACKGROUND:

This is a re-appointment. This has also been advertised with no other applications.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Application for re-appointment	1/15/2021

Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Online Form Submittal: County Boards and Commissions Request for Appointment

1 message

noreply@civicplus.com <noreply@civicplus.com> Thu, Jan 7, 2021 at 8:49 AM
Reply-To: johnwontrobski@yahoo.com
To: bocc@sanmiguelcountyco.gov

County Boards and Commissions Request for Appointment

Step 1

San Miguel County Boards & Commissions Request for Appointment

Name of Board or Commission:	Historical Commission
Reappointment?	Yes
	(Section Break)
First Name	John
Last Name	Wontrobski
Email	johnwontrobski@yahoo.com
Address1	
Address2	*Field not completed.*
City	Telluride
State	CO
Zip	81435

Step 2

San Miguel County Boards & Commissions Request for Appointment

Professional Background/Personal Interests	San Miguel County Historical Commission- 10+ years (not sure how many, exactly).
Reasons for interest in serving on this board	Preserving San Miguel's County's historical treasures.

Email not displaying correctly? View it in your browser.

AGENDA ITEM - 4.e.

TITLE:

Acceptance of the December 2020 Road Report.

Presented by:
Time needed:

PREPARED BY:

Ryan Righetti

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Road and Bridge
Description:			

ATTACHMENTS:

Description	Upload Date
December 2020 Road Report	1/20/2021

ROAD & BRIDGE DEPARTMENT

RYAN RIGHETTI, ROAD SUPERINTENDENT

Road Report December 2020

Deep Creek District 1:

Crew from the Deep Creek yard used the warm weather in the beginning of the month to work with the Town of Telluride to complete much needed repair to the approach at the intersection of CR T60, Airport Rd and the Spur. Town staff supplied the asphalt and County crews performed the installation of the maintenance patch. This area has been prone to potholes and scraping of lower clearance vehicles. Crews removed hazard trees on County Roads 56V and 60M. Wings were installed on the motor graders in preparation for accumulating drifts and snow this winter. Culverts and ditches were cleaned along CR T60 to prevent ice from flowing onto the asphalt this winter. Gates were closed on several Schedule A roads at the request of the USFS after the first snows of the month. Crews performed sign inventories on most of the roads in the district. Snow was removed as needed in response to the first few storms of the year. Decent weather between storms allowed crews to continue working in the Pathfinder Pit preparing the site for upcoming projects and material storage. Crews assisted the San Miguel County Parks Dept. and the USFS in moving the Wilfley table at the Matterhorn Mill. Crews performed vehicle maintenance and repairs as needed.

Norwood District 2:

Crew from the Norwood shop spent time in both the Basin and Egnar Districts assisting with gravel hauling. Bridge marker signs were installed at the approaches of the bridge deck that was repaired on CR AA42. Grading on County Roads 43ZN and AA42 was performed while conditions allowed. Crews plowed and sanded roads in the Norwood area during the first couple storms of season. Road checks were performed daily throughout the month. Personnel performed maintenance around the shop and the pit. Bollards were installed to protect the posts between the stalls of the new parking storage building. Cinders were mixed in the Norwood Pit. Vehicle and equipment maintenance and repairs were performed as needed.

Basin and Egnar Districts 3 and 4:

Weather on the west end of the County allows for road work to continue between storms. Crew have been able to continue hauling and placing gravel on CR Q1. This will improve rough areas on Delaney Hill in the Egnar Dist. Ditches were cleaned and backfilled to reduce the drop off along the road edge on CR Q1. Gravel hauling and placement also continues on County Road 23R. 1½" gravel is being placed over the existing pit run, or larger aggregate that is currently on the surface. Grading and surface preparation on County roads 19Q, 20R and K20E was completed by pulling gravel ridges to the center of the road. Drainage and surface repair was performed on CR K20E. Gravel was hauled to washout areas to rebuild the crown and repair the rough surface. Delineator posts and reflectors were installed along CR 23R and CR 39N to mark locations of culvert inlets and outlets for winter

P.O. BOX 426 • Norwood, Colorado 81423 • (970) 327-4835 •
ryanr@sanmiguelcountyco.gov

maintenance. This will prevent damage caused during snow removal operations. NO CAMPING signs were installed at the Klondike Gravel Pit. This area has become a popular spot for recreationalists as it is flat and easily accessible. These new signs will help inform the public that this area is off limits to public use. Wings and plows were installed on the equipment in both districts in preparation for the winter season. Ridges were pushed back on CR H1, CR G4 and CR 3HN in District 4. Snow removal was performed on various roads in both districts in response to recent snows. Vehicle and equipment maintenance and repairs were performed as needed in both districts.

Road and Bridge personnel worked on annual contract renewal with Helitrax. This is the annual contract for risk reduction work along the Ophir Rd. Prices have increased, however we will still be able to perform multiple treatments with the estimate we included in our 2021 budget.

Crew from Road and Bridge assisted the Sheriff's Department cleaning out a storage facility and moving equipment that was used during COVID testing and treatment. The trailer had been set up at the Telluride Medical Facility.

After communication with the Town of Telluride, we were able to cooperate and repair the approach at the intersection of the Airport Rd and the Spur. The completed repairs have made immediate and noticeable improvement to the transition and drainage. The Town was very appreciative and we were happy to be able to work with them on this project.

Road and Bridge admin staff worked on the both the parking ordinance and the resolution updating permits for activities within the County Road Right-of-Ways. The Parking ordinance, when completed will give us the authority to post signs and develop specific parking plans in an effort to mitigate congestion in area where overuse has been causing problems to both visitors and residents. The resolution will replace the current 1996 resolution and will update fee and bonding schedules. Road and Bridge is also working on changing the permit system to be more task or project specific. Our goal is to have an online system that steers the applicant to a specific permit.

Crews from Road and Bridge were able to help the Parks Dept. and the USFS with moving the Wilfley Table at the Matterhorn Mill. Snow damaged the roof over the table causing it to collapse and damage the historic table. An area was cleared where the table can be stored for the winter while repairs are completed to the structure.

The annual IGA for road maintenance between Montrose and San Miguel County was renewed. One change we worked with Montrose County on was making the agreement multiple years. The road lengths and work agreements have remained consistent so the need to renew on an annual basis was discussed. Both Counties agreed that it was not necessary to review the agreement annually and instead, discuss it on a biannual basis.

One of our leased graders from the Basin shop was stolen and taken down the road from the shop. Road and Bridge contacted the Sheriff's Department to report the incident. Crew from the Basin Shop noticed the machine had been moved. Tracks from the facility led to a nearby house where the individual appeared to have gone. After investigation by the Sheriff's Deputy, a suspect admitted taking the machine because he was cold and tired from walking around in the middle of the night. Road and Bridge transported the grader to Honnen Equipment in Grand Junction for inspection and to see if any major damage had occurred during the incident. Luckily, only minor damage had been done and the machine will be able to be put back in service quickly.

AGENDA ITEM - 4.f.

TITLE:

Approval of two Advanced Life Support Ambulance Permits and Ambulance Service Licenses for Norwood Fire Protection District.

Presented by:
Time needed:

PREPARED BY:

Matthew Mogg, Chief Paramedic

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
2021 Norwood Ambulance License Applciations	1/25/2021

14 January 2021

San Miguel County BOCC

305 W. Colorado Ave

Telluride, Co 81435

Dear BOCC:

In January 2021 I completed the inspection of the two Norwood Volunteer Fire Department ambulances stationed in Norwood, Colorado. Both are in full compliance with C.R.S. 25-3.5-301, Section 12 "Minimum Equipment To Be Carried On An Ambulance." No deficiencies were noted.

A detailed inventory of controlled substances carried was conducted and checked against the internal controlled substance use log. No discrepancies were found. Expired medications were immediately replaced.

The completed mechanic's inspection forms are to be submitted to you directly from NVFD.

I recommend the following ALS permit issuance:

1. 2016 Ford F450 LIS, Colorado plate 150-TQV.
2. 2009 Dodge SLT, Colorado plate 971-TFB (Co plate expired, being corrected immediately).

Medical protocols are present in each ambulance.

Please note Norwood has purchased a third ALS ambulance, however, critical required equipment is on back order. This will necessitate another inspection in approximately 2-3 months.

Sincerely,

Eric Berg

Paramedic

San Miguel County Ambulance Inspector

San Miguel County Board of Commissioners
Certificate of Motor Vehicle Condition

The undersigned, professing to be a motor vehicle mechanic, has of this date, 12/16/2020 **evaluated the mechanical condition of the identified ambulance and determined that this vehicle is in safe operating condition. Said evaluation does NOT warrantee future status of the ambulance after signing of this document, due to unforeseen conditions.**

Vehicle Identification Number (VIN) 1FDBR2CG3LKB12413
Vehicle Owner Norwood Fire Protection District

EVALUATION CHECKLIST

ITEMS	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Wheels & Tires	X		
Steering	X		
Alignment	X		
Suspension	X		
Brakes	X		
Emergency Brake	X		
Lights	X		
Electrical System	X		
Glass	X		
Exhaust System	X		
Fuel System	X		
Body & Sheet Metal	X		

Inspector: David Blunt <Dave Blunt> / Maint. Supervisor

Agency: Norwood Fire Protection District

Address: 1605 Summit St, Norwood CO 81423

Phone: 970-327-4800

SAN MIGUEL COUNTY, COLORADO
AMBULANCE LICENSE APPLICATION

APPLICANT NAME: Norwood Fire Protection District

ADDRESS: PO Box 277

CITY: Norwood **STATE:** CO **ZIP:** 81423

AMBULANCE MAKE/YEAR: 2016 Ford F-450

BODY MANUFACTURER: LifeLine Ambulance

VIN#: 1FDUF4HTOGEC32760 **License#** 150TQV

PRIMARY LOCATION OF AMBULANCE: Norwood Fire House

STREET ADDRESS: 1605 Summit St.

CITY: Norwood **STATE:** CO **ZIP:** 81423

DATE APPLICATION SUBMITTED: 1/27/2021

DATE CURRENT LICENSE EXPIRES:

APPLICANT SIGNATURE: Matt J. M

TITLE: Chief Paramedic

NOTE: EACH AMBULANCE REQUIRES A SEPARATE APPLICATION FORM

San Miguel County Board of Commissioners
Certificate of Motor Vehicle Condition

The undersigned, professing to be a motor vehicle mechanic, has of this date, 12/16/2020 **evaluated the mechanical condition of the identified ambulance and determined that this vehicle is in safe operating condition. Said evaluation does NOT warrantee future status of the ambulance after signing of this document, due to unforeseen conditions.**

Vehicle Identification Number (VIN) 1FDUF4HTOGEC32760
Vehicle Owner Norwood Fire Protection District

EVALUATION CHECKLIST

ITEMS	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Wheels & Tires	X		
Steering	X		
Alignment	X		
Suspension	X		
Brakes	X		
Emergency Brake	X		
Lights	X		
Electrical System	X		
Glass	X		
Exhaust System	X		
Fuel System	X		
Body & Sheet Metal	X		Some minor cosmetic damage to driver rear quarter panel.

Inspector: David Blunt / Maint. Supervisor

Agency: Norwood Fire Protection District

Address: 1605 Summit St., Norwood, CO 81423

Phone: 970-327-4800

SAN MIGUEL COUNTY, COLORADO
AMBULANCE LICENSE APPLICATION

APPLICANT NAME: Norwood Fire Protection District

ADDRESS: PO Box 277

CITY: Norwood **STATE:** CO **ZIP:** 81423

AMBULANCE MAKE/YEAR: Dodge Ram 4500 SLT / 2009

BODY MANUFACTURER: Braun Box Style Class I / 2009

VIN#: 3D6WD66L79G521318 **License#** 972-TFB

PRIMARY LOCATION OF AMBULANCE: Norwood Fire House

STREET ADDRESS: 1605 Summit St.

CITY: Norwood **STATE:** CO **ZIP:** 81423

DATE APPLICATION SUBMITTED: 1/22/2021

DATE CURRENT LICENSE EXPIRES:

APPLICANT SIGNATURE: Matt J. M

TITLE: Chief Paramedic

NOTE: EACH AMBULANCE REQUIRES A SEPARATE APPLICATION FORM

AGENDA ITEM - 4.g.

TITLE:

Approval of Minutes: December 16, 2020, December 17, 2020, December 30, 2020, and January 6, 2021.

Presented by:
Time needed:

PREPARED BY:

Carmen Warfield

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
December 16, 2020 - Draft Minutes	1/29/2021
December 17, 2020 Draft Minutes	1/29/2021
December 30, 2020 - Draft Minutes	1/29/2021
January 6, 2021 Draft Minutes	1/29/2021

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES
Wednesday, December 16, 2020
Zoom.us

Present:	Hilary Cooper, Chair Lance Waring, Vice Chair Kris Holstrom, Commissioner
Staff Present:	Mike Bordogna, County Manager Amy Markwell, County Attorney Nancy Hrupcin, Legal Assistant Carmen Warfield, Chief Deputy Clerk

1. **CALL TO ORDER.**
   9:31 a.m.
2. **REVIEW OF AGENDA/CALENDAR REVIEW**
3. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**
4. **CONSENT AGENDA**
   a. Approval of chair's signature on a purchase for the Road & Bridge Department on a pre-owned 2015 John Deere 624k loader for a budgeted amount not to exceed $139,120.
   b. Approval of Minutes: October 7, 2020; November 10, 2020; November 24, 2020.
   c. Acceptance of the Building Department Reports - April 2020, May 2020, June 2020, July 2020, August 2020, September 2020, October 2020, and November 2020.
   d. Approval of the Chair's Signature on an Agreement for Avalanche Control Services with Helitrax.
   e. Approval of the chair's signature on an Intergovernmental Agreement sharing with Ouray County the Women, Infants, and Children (WIC) Program Educator.
   f. Acceptance of the Statutory Report on County Held Liens.
   g. Approval of chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Kathrine Warren, Lot 309-5, Lawson Hill Subdivision/PUD.
   h. Authorization of the November 2020 Payroll and Vendor Payments (ATTACHMENT I)
   i. Late Addition: Approval of Chair's signature on Renewal of Retail Liquor Store License for Cynthia L. McCluer d/b/a M and M Mercantile, 240 Front Street, Placerville, Colorado, based on the County Clerk's Written Findings.
   j. Late Addition: Approval of Chair's signature on Renewal of Retail Liquor Store License for S M C S LLC, 37 Hillside Lane, Telluride, CO. based on the County Clerk's Written Findings.

MOTION by Kris Holstrom to approve the consent agenda with minor edits to the minutes. **SECONDED** by Lance Waring. **PASSED 3-0.**

5. **ADMINISTRATIVE MATTERS**
   a. Consideration to certify levies and revenue for all taxing entities for the year 2021.

Present: Ramona Rummel, Director of Finance and Human Resources; Mike Bordgona, County Manager

MOTION by Lance Waring to approve the [certify levies and revenues] as presented. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

   b. Consideration of a resolution transferring money from the San Miguel County Treasurer's Trust and Agency Funds to the San Miguel County General Fund.

Present: Ramona Rummel, Director of Finance and Human Resources; Jan Stout, County Treasurer; Mike Bordogna, County Manager

MOTION by Kris Holstrom to approve as presented. **SECONDED** by Lance Waring. **PASSED 3-0**. (ATTACHMENT II – Resolution 2020-045)

c. Late Addition: Consideration of the Division of Local Affairs Small Business Grant Program opt-in.

Present: Mike Bordogna, County Manager

MOTION by Kris Holstrom to approve the small business opt-in with the request to be designated a high-need community. **SECONDED** by Lance Waring. **PASSED 3-0.**

d. Late Addition: Consideration of dates to meet with Dolores County and Montezuma County Commissioners (Tri-County Meet and Greet).

Note: Carmen Warfield will send out a doodle poll for a consensus on the meet and greet date.

~~e. CANCELLED 9:55 a.m. HEARING Consideration of a Request by the Assessor to Deny Petition #2020-205 for Abatement or Refund of Taxes for the Tax Year 2018, CATON, DANIEL, Lot 637B TMV R1080091638.~~

~~f. CANCELLED 10:05 a.m. HEARING; Consideration of a Request by the Assessor to Deny Petition 2020-206 for Abatement or Refund of Taxes for the Tax Year 2019 CATON, DANIEL, Lot 637B TMV R1080091638.~~

i. Consideration of setting the 2021 board meetings and work sessions.

Present: Carmen Warfield, Chief Deputy Clerk

Board Consensus to proceed with the dates provided.

10:06 a.m. Recessed.
10:09 a.m. Reconvened.

g. HEARING; Consideration of a Request by the Assessor to Deny Petition 2020-201 Tax Year 2019 Petition #2020-202 Tax Year 2018, McMahon, Robert A for the McMahon Revocable Trust, Lot 56 Aldasoro Ranch Filing 2 Schedule # R1030093056.

Present: Ray Bowers, Agent for Petitioner, Bob McMahon, Petitioner; Peggy Kanter, Assessor; Amy Markwell, County Attorney

MOTION by Lance Waring to deny the assessor's request and approve the abatement for taxes for the years 2018 and 2019. **SECONDED** by Kris Holstrom. **PASSED 2-1.** Kris Holstrom opposed.

h. ITEM CONTINUED to a future meeting: Approval of the chair's signature and consideration by the Board for Resolution 2020-046, Resolution of the Board of County Commissioners, San Miguel County, Colorado, Regulating Activities on County Roads and County Rights of Way and Adopting Road & Bridge Permits Standards and Bonding/Fee Schedules.

12. **ATTORNEY MATTERS**
(Any of these items may involve an Executive Session C.R.S 24-6-402)
c. Litigation update.
1. Tres Rios RMPA - Board consensus - do not join at this time
2. Topaz mine litigation – Board consensus – to join the litigation intervention

j. Update with the County Weed Manager and Assistant Manager

Present: Julie Kolb, County Weed Manager

k. Approval of chair's signature on an Intergovernmental Agreement with Ouray County on sharing a Noxious Weed Program Manager.

Present: Julie Kolb, County Weed Manager

MOTION by Lance Waring to approve the [Intergovernmental agreement with Ouray County] as presented. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

6. **PLANNING MATTERS**
   a. Consideration of a Recommendation of the Sunnyside Project Committee to Proceed with Construction of the Sunnyside Housing Project.

Present: Kaye Simonson, Planning Director, Lance McDonald, Town of Telluride; Hilary Cooper, Chair

MOTION by Lance Waring to approve the Sunnyside Project Committee recommendation to proceed with the Sunnyside housing project's construction. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

   b. Consideration of chair's signature on a Resolution 2020-044, authorizing the Transfer of the Sunnyside Parcel and Funds in Support of Affordable Housing for the San Miguel County Community.

Present: Kaye Simonson, Planning Director, Lance McDonald, Town of Telluride; Hilary Cooper, Chair

MOTION by Kris Holstrom to approve a Resolution of the San Miguel Board of County Commissioners, San Miguel County, Colorado, authorizing the Sunnyside Parcel and Funds transfer in Support of Affordable Housing for the San Miguel County Community. **SECONDED** by Lance Waring. **PASSED 3-0.** (ATTACHMENT III – Resolution 2020-044)

7. **SOCIAL SERVICES MATTERS**
   (Board of Commissioners sitting as the San Miguel County Board of Social Services.)
   a. Approval of chair's signature on Social Services Department Balance Sheet October 2020, Earned Revenue and Expenditures in October 2020, Expenditures through Electronic Benefit Transfers November 2020, Check Register for the Month of November 2020, MOE Report OCT-21 and 2020 Caseload Report.

MOTION by Lance Waring to approve as presented. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

   b. Other, as needed.
      1. Update on the Bright Futures Cares Act Funding
      2. A Leap Outreach Coordinator has been hired

11:56 a.m. Recessed.
12:46 p.m. Reconvened.

8. **PUBLIC HEALTH AND ENVIRONMENT**
   (Board of Commissioners sitting as the San Miguel County Board of Public Health.)
   a. Discussion and update with the San Miguel County Stakeholders and Commissioners on the virus outbreak.

Present: Grace Franklin, Public Health Director; Mike Bordogna, County Manager

Public who Spoke:
Lucas Price, County resident and Restaurant owner
DeLanie Young, Town of Telluride
Greg Craig, County resident

1:41 p.m. Recessed.
1:58 p.m. Reconvened.

9. **PARKS AND OPEN SPACE MATTERS**
   a. Presentation of the San Miguel County's Payment for Ecosystem Services Program.

Present: Janet Kask, Parks and Open Space Director; Chris Hazen, The Terra Firm, Inc

Board Direction to Staff to move forward with the concept working directly with the Parks and Open Space Director.

10. **UPDATE WITH THE COUNTY MANAGER**
    a. Consideration of appointing the recommended firm for a lease-purchase agreement that will finance the energy performance contract project.

Present: Lynn Padgett, Government Affairs/Natural Resource Director

MOTION by Lance Waring to proceed with Sterling National Bank as the chosen firm for the lease-purchase agreement and authorize staff to negotiate and close the loan as necessary. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

    b. Approval of chair's signature on the Siemens contract.

Item will be continued to 12/30/2020; the contract is being finalized.

    c. Approval of chair's signature on supplemental request for funding the DOLA renewable energy project.

Present: Lynn Padgett, Government Affairs/Natural Resource Director

MOTION by Lance Waring to approve the chair's signature on the request for additional funding for the DOLA Renewable energy project. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

    d. Overview of the new Division of Local Affairs State's Small Business Relief Program.

Note: Item addressed earlier in the meeting.

    e. Other, as needed
        1. Possible Kn95 masks will be available to hand out.
        2. Federal, State and County resources will be available in one location by the end of the month
        3. San Miguel Regional Housing Authority – will be presenting to the board in January of new progressive or restrictive steps on violations
        4. Update on the Sheriffs Facilities Construction
        5. Region 10 will be assisting with the CVRF Funding requests
        6. Update on the Economic Recovery Committee meeting
        7. The board will be meeting on 12/21/2020 in a Special meeting to review the grant award recommendations.

11. **COMMISSIONER UPDATES/PUBLIC COMMENT FOR ITEMS ON THE AGENDA**

Lance Waring -
Norwood Chamber of Commerce will be having a new member added to their Board of Directors as Carrie Andrews is stepping down
Elizabeth Stuffings will be resigning her position with the Water Coalition
Attended the Lodging Oversite Committee
Attended the Meat Processing feasibility study

Kris Holstrom-
Participated in the Restaurant committee call,
SMART – Kris was nominated as chair for 2021
Attended the Meat Processing feasibility study

Hilary –
It was noted there is a program through the State for Rent and mortgage assistance.

12. **ATTORNEY MATTERS**
    (Any of these items may involve an Executive Session C.R.S 24-6-402)
    a. First reading of An Ordinance of the Board of County Commissioners of San Miguel County, Colorado Regulating the Parking of Vehicles on County Roads, Property and Road Right of Ways.

Present: Amy Markwell, County Attorney

MOTION by Kris Holstrom to approve the first reading of San Miguel County's Ordinance regulating the Parking of Vehicles on County Roads, Property and Road Right of Ways as

amended. [adjust the fined amount in the Ordinance to 1st Violation $250, 2nd $500, 3rd $500] **SECONDED** by Lance Waring. **PASSED 3-0.**

b. Executive Session: Discussion on the Debris Flow Study, citation (4)(b),

Present Heather Widlund, GIS Coordinator; Kaye Simonson, Planning Director; Lynn Padgett, GANR Director

MOTION by Kris Holstrom to go into Executive session to discuss the Debris Flow Study, citation (4)(b). **SECONDED** by Lance Waring. **PASSED 3-0.**

3:50 p.m. Recessed.
4:30 p.m. Reconvened.

MOTION by Kris Holstrom to come out of Executive Session. The only item spoke about was item 12.b. Questions were answered by the County Attorney and any future actions are pending until further information is provided. **SECONDED** by Lance Waring. **PASSED 3-0.**

MOTION by Kris Holstrom to adjourn the meeting. **SECONDED** by Lance Waring. **PASSED 3-0.**

13. **ADJOURNMENT**
4:32 p.m.

Respectfully submitted,

_____
Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

_____
Hilary Cooper, Chair

ATTEST:

_____
Mike Bordogna, County Manager

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
Thursday, December 17, 2020
Via Zoom.us
Telluride, Colorado

Present:	Hilary Cooper, Chair Lance Waring, Vice Chair Kris Holstrom, Commissioner
Staff Present:	Mike Bordogna, County Manager Amy Markwell, County Attorney Carmen Warfield, Chief Deputy Clerk to the Board

1. **CALL TO ORDER**
   12:03 p.m.

2. **ATTORNEY MATTERS**
   (Any of these items may involve an Executive Session C.R.S 24-6-402)
   a. Executive Session: Discussion on the State Regulations for Restaurants, citation (4)(b).

MOTION by Kris Holstom to go into Executive Session to discuss the new State Regulations for Restaurants, citation, (4)(b). **SECONDED** by Lance Waring. **PASSED 3-0.**

12:04 p.m.	Recessed.
1:22 p.m.	Reconvened.

MOTION by Kris Holstrom to come out of Executive Session. **SECONDED** by Lance Waring. **PASSED 3-0.**

The board came out of Executive Session only speaking of the one item it stated in Executive Session. Staff was directed to draft a letter from the Board of Public Health to address the 5-Star Variation Program announced by the State.

   b. Other, as needed.
      1. The Agenda for December 21, 2020, was discussed and agreed upon.

MOTION by Kris Holstrom to adjourn the meeting. **SECONDED** by Lance Waring. **PASSED 3-0.**

3. **ADJOURNMENT**
   1:34 p.m.

20201217-BOCC-Audio

Respectfully submitted,

_____
Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

_____
Hilary Cooper, Chair

ATTEST:

_____
Mike Bordogna, County Manager

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
Wednesday, December 30, 2020
Telluride, Colorado

Present: Hilary Cooper, Chair
Lance Waring, Vice Chair
Kris Holstrom, Commissioner

Staff Present: Mike Bordogna, County Manager
Amy Markwell, County Attorney
Nancy Hrupcin, Legal Assistant
Carmen Warfield, Chief Deputy Clerk

1. **CALL TO ORDER**
   9:34 a.m.
2. **REVIEW OF AGENDA/CALENDAR REVIEW**

3. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**
4. **CONSENT AGENDA**
   a. ITEM CONTINUED - Approval of Title III Resolution and MOU.
   b. Approval of the Chair's signature on an IGA between SMC and Town of Mountain Village Authorizing the Collection of Motor Vehicle Sales Tax.
   c. Approval of Minutes November 18, 2020; December 2, 2020, and December 9, 2020.

MOTION by Lance Waring to approve the consent agenda with item 4.a. continued. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

5. **ADMINISTRATIVE MATTERS**
   a. Consideration of a Resolution adopting the 2021 Board of CountyCommissioner Open Meeting Schedule.

MOTION by Kris Holstrom to adopt the 2021 Open Meeting Schedule. **SECONDED** by Lance Waring. **PASSED 3-0.** (ATTACHMENT I – Resolution 2020-049)

   b. Discussion on the transition of the 2021 chairperson to the Board of Commissioners.

Board consensus to agenized the Boards and Committees representation for the 2021 calendar year at January 6, 2021, board meeting.

   c. Continued discussion on the 5-star State Certification Program and naming committee members

Present: Justine Metz, H2 Solutions; Kris Holstrom, Commissioner

Further discussion and follow-up are scheduled for January 6, 2021.

11:07 a.m. Recessed.

11:23 a.m. Reconvened.

d. Potential Executive Session: Discussion of the Government Affairs and Natural Resources position, citation (4)(f).

Present: Mike Bordogna, County Manager; Lynn Padgett, Government Affairs and Natural Resources Director

Staff Direction to develop a job description with the items noted in the discussion. The draft will be sent to the individual Commissioners, with a final draft presented at the meeting on 1/6/2021.

e. Executive Session: Discussion on the potential USFS Land Transfer, citation (4)(a).

Present: Janet Kask; Parks and Open Space Director; JJ Ossola, Historical Open Space Commission; Camille Price; Consultant for the USFS; Megan Eno, USFS; Nick Szuch, USFS

No Executive Session was needed. This item will be agenized for further discussion.

12:54 p.m. Recessed.
1:00 p.m. Reconvened.

6. **PUBLIC HEALTH AND ENVIRONMENT**
(Board of Commissioners sitting as the San Miguel County Board of Public Health and Environment.)
a. Discussion and update with the San Miguel County Stakeholders and Commissioners on the virus outbreak.

Present: Grace Franklin, Public Health Director; Mike Bordgona, County Manager

San Miguel County Commissioners Update:
Lance Waring-Lodging Committee next meeting 1/7/21
Kris Holstrom- 5 Star Process - speaking with area businesses
Hilary Cooper - Regional Discussion with the State

Other Stakeholder Updates and public comment:
Laila Benitez, Town of Mountain Village
Kim Montgomery, Town of Mountain Village
Kathrine Warren, Town of Mountain Village
Delanie Young, Town of Telluride
Greg Craig, County resident
Doug Tooley, County resident
Matthew Thomas – Telluride Ski and Golf
Patti Grafmyer, Town of Norwood

7. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA**
Douglas Tooley, County resident

8. **MANAGER MATTERS**

b. ~~2:15 Potential Executive Session C.R.S. 24-6-402 (4)(b) To discuss the designation of the County's Covid level under the state Public Health Orders~~ Item Pulled

c. ~~Region 10 Grant Discussion~~ Potential Executive Session: The item should have been titled- Upcoming Grant Program – DOLA Small Business Relief Program

Present: Mike Bordogna, County manager

No executive session was needed.

d. Late Addition: Update on the CVRF grant program and allocate the remaining administrative fund savings CVRF Grant Program citation (4)(b).

Present: Mike Bordogna, County Manager

MOTION by Kris Holstrom to go into executive session to discuss the remaining funds on the CVRF grant program and allocation. **SECONDED** by Lance Waring. **PASSED 3-0.**

2:52 p.m. Recessed.
3:57 p.m. Reconvened.

MOTION by Kris Holstrom to come out of executive session. **SECONDED** by Lance Waring. **PASSED 3-0.**

Staff direction: to follow up on the question of eligibility brought forth by providing supporting documentation. If they are found to qualify, funding shall be provided as directed.

c. Other, as needed.
   1. The poet laureate has been chosen for 2021 and 2022 and they have requested an appointment during a future meeting.
   2. Update on hiring a new Building Dept. Official.
   3. San Miguel Regional Housing Authority meeting is scheduled on Monday at 1 p.m.

MOTION by Kris Holstrom to adjourn the meeting. **SECONDED** by Lance Waring.

9. **ADJOURNMENT**
   4:07 p.m.

Respectfully submitted,

_____
Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

_____
Hilary Cooper, Chair

ATTEST:

_____
Mike Bordgona, County Manager

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES
Wednesday, January 6, 2021

Present: Lance Waring, Chair
Kris Holstrom, Vice Chair
Hilary Cooper, Commissioner

Staff Present: Mike Bordogna, County Manager
Amy Markwell, County Attorney
Nancy Hrupcin, Legal Assistant
Carmen Warfield, Chief Deputy Clerk

1. **CALL TO ORDER.**
   9:31 a.m.
2. **REVIEW OF AGENDA/CALENDAR REVIEW**
3. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**
4. **CONSENT AGENDA**
   a. Approval of Chair's signature on a community partnership agreement for 2021 from Montrose County supporting the San Miguel County Fairboard in the amount of $8,000.
   b. Approval of the Chair's signature of Memorandum of Understanding between San Miguel County and Montrose County for Public Road Maintenance
   c. Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Steve and Kristine Hilbert, Lot 139, Aldasoro Ranch Sub.
   d. Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Joseph J. Schmidtbauer, Lot 4B, Lawson Hill Subdivision/PUD.
   e. Approval to re-appoint Lee Taylor to a regular term on the Planning Commission beginning 1/1/2021 to 12/31/2023.
   f. Approval to re-appoint Matthew Bayma to Senior Alternate on the Planning Commission beginning 1/1/2021 to 12/31/2023.
   g. Approval to re-appoint M J Schillaci to a regular term on the Planning Commission beginning 1/12021 to 12/31/2023.

MOTION by Kris Holstrom to approve the consent agenda as presented. **SECONDED** by Lance Waring. **PASSED 3-0.**

5. **ADMINISTRATIVE MATTERS**
   a. Governance/Consideration to appoint the Chair and Vice-Chair for the 2021 County Boards (i.e. Commissioners, Equalization, Housing Authority, Public Health and Environment, Social Services, Weed).

MOTION by Kris Holstrom to appoint Lance Waring as Chair and Kris Holstrom as Vice-Chair of the Board of County Commissioners and (Equalization, Housing Authority Public Health Social Services, Weed) **SECONDED** by Lance Waring. **PASSED 3-0.**

b. Discussion of the proposed contract with EcoAction Partners for the year 2021 with detailed goals to be accomplished.

Present: Emma Gerona and Kim Wheels, EcoAction Partners

MOTION by Kris Holstrom to approve the proposed contract with EcoAction Partners for 2021. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

c. Governance/Consideration to appoint Commissioners to 2021 Boards and Committees.

Present: Carmen Warfield, Chief Deputy Clerk

MOTION by Hilary Cooper to approve the 2021 Boards and Committees as noted with a final document (presented to each Commissioner to confirm the changes made) **SECONDED** by Kris Holstrom. **PASSED 3-0.**

d. Continued discussion on the 5-star State Certification Program and naming committee members.

Present: Kris Holstrom, Commissioner; Mike Bordogna, County Manager

Staff direction to continue to form a committee and begin the application process required for the 5-star State Certification Program.

e. Late Addition: Consideration of Commissioner's signature as the Board of Health supporting the 5-star State Certification Program Application.

Present: Kris Holstrom, Commissioner

MOTION by Hilary Cooper to approve the commissioners signature as the board of health-supporting the 5-star State Certification Program with the changes noted during the discussion **SECONDED** by Kris Holstrom. **PASSED 3-0.**

10:58 a.m Recessed.
11:01 a.m. Reconved.

6. **GOVERNMENT AFFAIRS/NATURAL RESOURCES**

a. Consideration of submitting pre-scoping comments to the Uncompahgre Field Office/Bureau of Land Management concerning the San Miguel River Restoration Project comment period.

Present: Lynn Padgett, Government Affairs/Natural Resource Director

Staff direction to proceed with the draft comment letter and submit it to the County Manager for review and processing.

b. San Miguel County and The Telluride Foundation announce the completion of the 2020 Meat Processing Facility Feasibility Study and study availability

Present: Lynn Padgett, Government Affairs/Natural Resource Director

c. Consideration of Chair's signature on a 2021 USGS Cooperating Agency Agreement for seasonal discharge measurements at USGS 09168730 DOLORES RIVER NEAR SLICK ROCK, CO.

Present: Lynn Padgett, Government Affairs/Nature Resource Director

MOTION by Hilary Cooper to approve the Chair's signature as presented with the point of contact corrected. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

d. Consideration of comments concerning the Paradox Valley Unit of the CO River Basin Salinity Control Program Final EIS.

Present: Lynn Padgett, Government Affairs/Natural Resource Director

Note: No comments will be solicited at this time.

e. Discussion on the initiation of the 2020 Hard Rock Mining Rulemaking by CO Minerals Regulatory Program of DRMS.

Present: Lynn Padgett, Government Affairs/Natural Resource DIrector

Note: Draft comments will be provided at the next regular board meeting on 1/20/21.

f. Other, as needed.
1. Update on the Siemens contract.

Present: Lynn Padgett, Government Affairs/Natural Resource Director

7. **Lunch**
11:59 a.m. Recessed.
12:47 p.m. Reconvened.

8. **PUBLIC HEALTH AND ENVIRONMENT**
(Board of Commissioners sitting as the San Miguel County Board of Public Health and Environment.)
a. Discussion and update with the San Miguel County Stakeholders concerning the COVID 19 Outbreak.

Present: Grace Franklin, Public Health Director

San Miguel County Commissioner Update:
Kris Holstrom – Update on the 5-star State Program Committee
Hilary Cooper – Southwest Jurisdictional Meeting

Jurisdictional Updates and Public Comment:
Delanie Young - Town of Telluride

Kathrine Warren and Kim Montgomery, Town of Mountain Village

Matthew Thomas, Telluride Ski and Golf
Larry Mallard, Lodging Committee
Doug Tooley, County resident
Greg Craig, County resident

~~b. Potential Executive Session: Conference with an attorney for legal advice, citation (4)(b).~~

c. Other, as needed.
1. San Miguel County will be aligning with the State with the number of household gatherings.
2. Short Term rental capacity will be raised to 60%.
3. A request to provide a structured format for a standard weekly type of report overview of testing numbers, resources, vaccines, resources needed, providing biweekly updates with information pulled from other partners to enhance the reporting.

Note: Mike and Grace will work on a standard form to be presented to the board. An update with Dr. Grundy needs to be scheduled every three months.

3:03 p.m. Recessed.
3:09 p.m. Reconvened.

9. **COUNTY HOUSING MATTERS**

(Board of Commissioners sitting as the San Miguel County Housing Authority.)

a. Update on the San Miguel Regional Housing Authority Activities.

Present: Corenna Howard, Executive Director of SMRHA

10. **MANAGER MATTERS**

~~a.~~ Item Pulled - ~~Review of the final draft of the Govt. Affairs/Special Projects Job Description.~~

b. Update on the business grant program.

A new small business relief program will be available on the website and applications beginning on Friday, January 8, 2021.

c. Discussion concerning a bill that would prohibit county commissioners from serving on a county's board of health.

d. Updates and other, as needed.
1. Our appointed new Treasurer Brandi Hatfield was sworn-in to office.
2. Commissioner Swearing-in is scheduled next week.
3. Update on hiring the building official
4. Update on the Sheriff's construction projects

Present: Mike Bordogna, County Manager

11. **COMMISSIONER UPDATES/PUBLIC COMMENT FOR ITEMS ON THE AGENDA**
    a. Consideration of Chair's signature on a Proclamation showing appreciation to all San Miguel County Employees for their efforts and tireless dedication on making the best of 2020.

Present: Kris Holstrom, Commissioner

MOTION by Kris Holstrom to approve the proclamation as presented. **SECONDED** by Hilary Cooper. **PASSED 3-0.** (ATTACHMENT I – Proclamation 2021-001)

Commissioner Updates:
Hilary Cooper –
Senator Bennet Townhall is schedule for Friday, January 8, 2021
COGCC Letters have been sent and will need to be ratified at the next board meeting
The most current federal bill (stimulus funding) notes PILT will be fully funded and no funding for CRS

Kris Holstrom - Town of Norwood will be announcing their new hire as town clerk, WEEDC business

Lance - Lodging Committee

12. **ATTORNEY MATTERS**
    (Any of these items may involve an Executive Session C.R.S 24-6-402)
    a. Update on Litigation
        1. Injunction hearing was canceled and a motion will be made on the previous information
        2. The court case concerning a staff member will be moving forward and a date has been scheduled.
    b. Other, as needed
        1. Update on the Matterhorn Mill

MOTION by Hilary Cooper to adjourn the meeting. **SECONDED** by Kris Holstrom. **Passed 3-0.**

13. **ADJOURNMENT**
    4:06 p.m.

Respectfully submitted,

_____
Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

_____
Lance Waring, Chair

ATTEST:

_____
Mike Bordogna, County Manager

AGENDA ITEM - 4.h.

TITLE:

Approval of a letter of support for the Impact Development fund.

Presented by:
Time needed:

PREPARED BY:

Mike Bordogna, County Manager

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Letter of Support	1/29/2021

BOARD OF COMMISSIONERS

HILARY COOPER KRIS HOLSTROM LANCE WARING

January 29, 2021

Christina McKasy
Asset Manager
Colorado Division of Housing
1313 Sherman Street, Room 320
Denver, CO 80203

Dear Christina,

On behalf of San Miguel County, this letter is sent to express our strong support for Impact Development Fund's application amendment request to the Division of Housing for expanded geographic eligibility under their single family down payment assistance program serving low-to-moderate income residents.

We believe that supporting housing opportunities that benefit low-to-moderate income households is essential for San Miguel County, and therefore will actively support our community partners who are developing innovative and effective programs for increasing housing options. In particular, we are seeing a scarcity of programming designed to assist the 100% of area median income households in our existing home ownership market.

The Impact Development Fund is an ideal community partner to apply for this funding based on their proven track record and expertise in serving the entire state of Colorado. We encourage the Division of Housing to support Impact Development Fund's request for additional service areas.

Sincerely,
San Miguel County
Board of Commissioners

Lance Waring, Chair

Kris Holstrom, Vice Chair

Hilary Cooper, Commissioner

DRAFT

AGENDA ITEM - 4.i.

TITLE:

Acceptance of the 4th Quarter 2020, Public Trustee Report.

Presented by:
Time needed:

PREPARED BY:

Brandi Hatfield, County Treasurer

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
4th Quarter Public Trustee Report	1/29/2021

Office of the Treasurer and Public Trustee

Brandi R. Hatfield, Treasurer and Public Trustee

To: Board of County Commissioners

From: Brandi R. Hatfield, Public Trustee

Date: January 28, 2021

Re: 4th Quarter 2020 Report with Annual Income

2020 revenues generated by the office of the Public Trustee increased from 2019. The rise in revenue came from the number of executed Release of Deeds of Trust. We opened six fewer foreclosure files than we did in 2019.

The number of executed Releases of Deeds of Trust increased in 2020 by just over 60 percent. Releases are submitted by mortgage companies when a loan is paid off. The rise can be attributed to current low mortgage rates; more people are refinancing their mortgages. The Public Trustee receives $15 for every executed Release of Deed of Trust.

Foreclosure numbers were down because of the federal moratorium on foreclosures, currently at 53 weeks (3/18/20-3/31/21). We have four active foreclosure files, all of which are in bankruptcy, so they are not necessarily affected by the moratorium. I believe that we will see a rise in foreclosure files once the moratorium is lifted. Foreclosure fees, per file, is a minimum of $150 or 1/32 of 1% of the original principal balance of the note if it is over $480,000, whichever is higher. These fees are not earned until the file closes, so there is a delay in collecting those funds.

C.R.S 38-37-104(3) allows the Public Trustee to establish a salary reserve fund up to the amount of the office's annual budget. The Public Trustee opened a reserve fund in 2010 when the county saw record numbers of foreclosures and associated fees. The 2020 income for this office was $14,100, so there was no need to transfer from the reserve account to fund the 2020 expenses of this office, less the office supplies required to be furnished at the expense of the BOCC according to C.R.S 38-37-102(3). A balance of $12,024.35 remains in reserve for future years as needed to fund the Public Trustee budget.

According to statute, should fee income and reserves become insufficient to fully fund the office in any given year, my salary would be decreased accordingly to balance the budget.

If you have any questions regarding the operation of the Public Trustee office, please let me know.

P.O. Box 488 • 305 W Colorado Ave • Telluride, Colorado 81435 • (970) 728-4451
email: brandih@sanmiguelcountyco.gov website: www.sanmiguelcountyco.gov

Office of the Treasurer and Public Trustee

Brandi R. Hatfield, Treasurer and Public Trustee

PUBLIC TRUSTEE'S REPORT
Fourth Quarter beginning October 1, 2020 and ending December 31, 2020

Financial Report

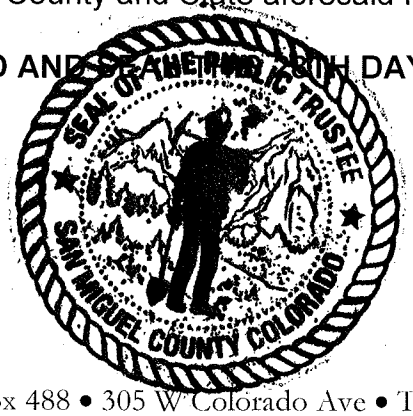
Revenue Source	4th Quarter 2020		2020 Total		2019 Total		Difference
Release of Deeds of Trust	284	$ 4,260.00	854	$ 12,810.00	526	$ 7,890.00	$ 4,920.00
Foreclosure Fees	1	$ 150.00	7	$ 1,050.00	9	$ 2,385.08	$(1,335.08)
Other Fees	1	$ 35.00	7	$ 240.00		$ 335.00	$ (105.00)
Total Earnings		**$ 4,445.00**		**$ 14,100.00**		**$ 10,610.08**	**$ 3,479.92**

Statistical Report

Number of Foreclosures	4th Quarter 2020	2020 Total	2019 Total	% Change
Opened:	0	4	10	-60%
Withdrawn:	1	6	6	0%
Filed Bankruptcy	0	1	0	0%
Cured:	0	0	2	-100%
Sold:	0	1	4	-75%
Redeemed:	0	0	0	0%
Deeds Issued:	0	1	4	-75%

I, Brandi R. Hatfield, Public Trustee in and for the County of San Miguel in the State of Colorado, hereby certify the preceding report is a true and correct report of the transactions of the office of Public Trustee in the County and State aforesaid for the 4th Quarter of 2020.

WITNESS MY HAND AND SEAL THIS 20TH DAY OF JANUARY, 2021



Brandi R. Hatfield

Brandi R. Hatfield, Public Trustee in and for the County of San Miguel, Colorado

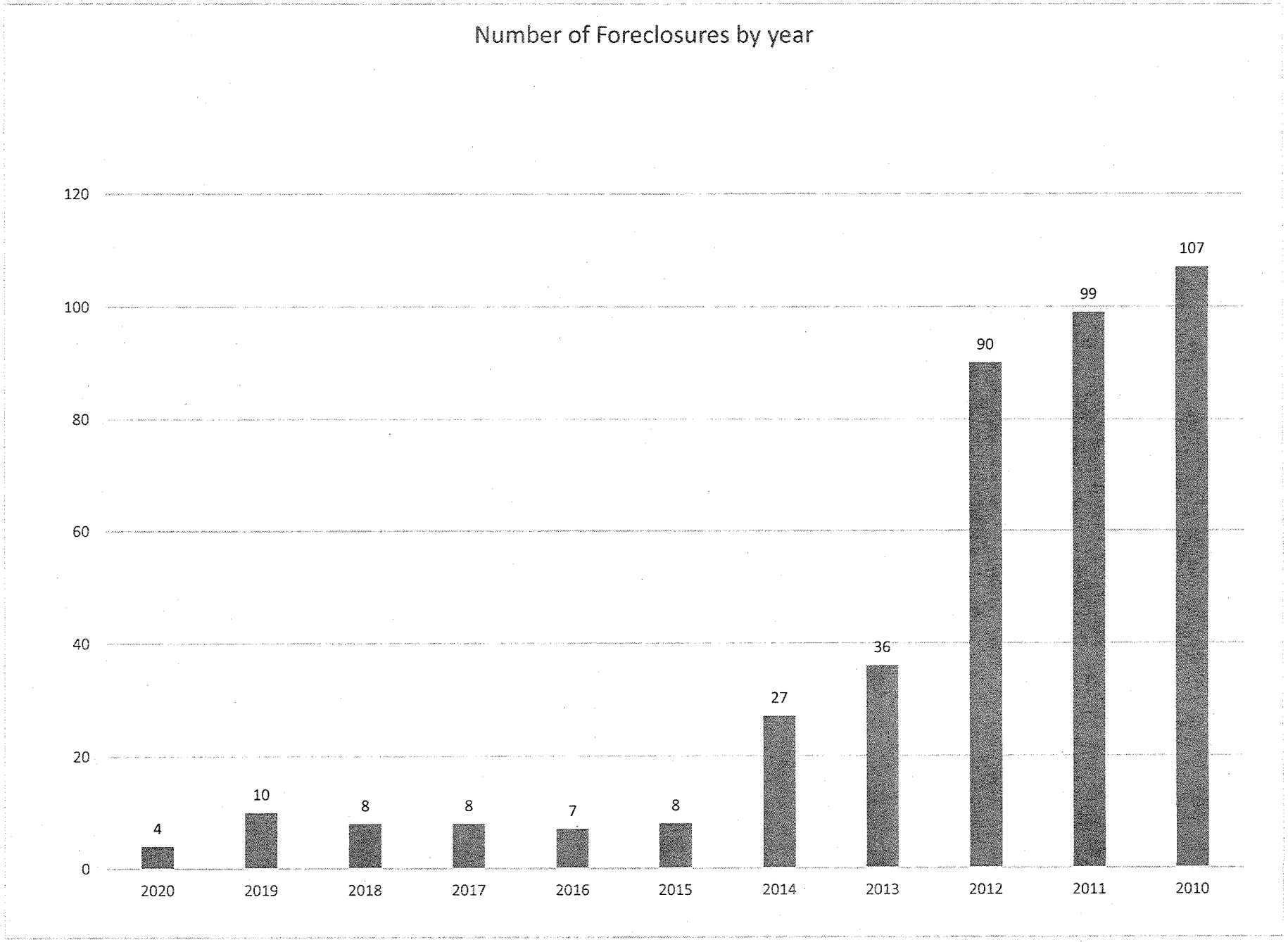
P.O. Box 488 • 305 W Colorado Ave • Telluride, Colorado 81435 • (970) 728-4451
email: brandih@sanmiguelcountyco.gov website: www.sanmiguelcountyco.gov

Fee Account - Public Trustee
Profit & Loss
January through December 2020

	Jan - Dec 20
Ordinary Income/Expense	
Income	
Fee Income	
Deed Issued	30.00
Foreclosure Fees	1,050.00
Releases	12,810.00
Withdrawal	210.00
Total Fee Income	14,100.00
Total Income	14,100.00
Net Ordinary Income	14,100.00
Net Income	**14,100.00**

Fee Account - Public Trustee
Profit & Loss
October through December 2020

	Oct - Dec 20
Ordinary Income/Expense	
Income	
Fee Income	
Foreclosure Fees	150.00
Releases	4,260.00
Withdrawal	35.00
Total Fee Income	4,445.00
Total Income	4,445.00
Net Ordinary Income	4,445.00
Net Income	**4,445.00**


Number of Foreclosures by year
120
100
80
60
40
20
0
4
10
8
8
7
8
27
36
90
99
107
2020
2019
2018
2017
2016
2015
2014
2013
2012
2011
2010

AGENDA ITEM - 4.j.

TITLE:

Acceptance of the Semi-Annual Treasurer Report from July 2020 through December 2020.

Presented by:
Time needed:

PREPARED BY:

Brandi Hatfield, County Treasurer and Public Trustee

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Semi-Annual Treasurer Report	1/29/2021

Semi Annual Report

Start Date	07/01/20
End Date	12/31/20

Account Name	Beginning Balance	Current Tax	Delinq Tax	Misc Receipts	Transfers	Treasurer Fees	Disburse	Ending Balance
101 GENERAL FUND	($17,959,389.80)	$417,856.02	$40.63	$2,970,914.41	($2,544.38)	$0.00	($6,362,712.97)	($14,920,869.26)
102 ROAD & BRIDGE	($4,627,454.73)	$120,003.50	$1.41	$1,126,370.40	$445.59	($1,597.47)	($1,676,062.60)	($4,169,707.90)
103 SOCIAL SERVICES	($10,546.28)	$9,789.79	$0.11	$267,343.92	($9,932.05)	$0.00	($280,798.69)	$5,327.33
104 SALES TAX/CAPITAL	($4,068,595.83)	$0.00	$0.00	$1,070,295.17	$0.00	$0.00	($2,521,459.54)	($2,617,431.46)
105 CONTINGENCY FUND	($627,830.57)	$0.00	$0.00	$372,169.43	$0.00	$0.00	$0.00	($1,000,000.00)
106 TRANSPORTATION	($23,414.24)	$0.00	$0.00	$351,599.67	($445.59)	$0.00	($175,771.98)	($198,796.34)
107 RETIREMENT FUND	($188,030.69)	$24,632.32	$0.29	$104,281.58	$0.00	$0.00	($215,674.14)	($95,542.30)
108 OPEN SPACE FUND	($4,770,230.56)	$94,739.65	$1.11	$176,470.76	($2,250.00)	($2,295.11)	($417,779.24)	($4,597,085.35)
109 CONSERVATION TRUST	($151,293.70)	$0.00	$0.00	$17,862.70	$0.00	$0.00	$0.00	($169,156.40)
110 LODGING TAX	($8,545.62)	$0.00	$0.00	$354,563.94	$0.00	$0.00	($354,291.86)	($8,817.70)
111 VEGETATION MANAGEM	$43,588.57	$0.00	$0.00	$89,078.79	$0.00	$0.00	($85,810.07)	$40,319.85
112 EARLY CHILDHOOD	($193,810.97)	$47,369.80	$0.56	$18,001.88	$615,580.51	($1,257.16)	($236,533.68)	($629,612.25)
113 MENTAL HEALTH	($1,057,946.16)	$47,369.80	$0.56	$18,045.88	$0.00	($1,257.16)	($208,319.00)	($906,425.61)
114 COUNTY ABATEMENT	($26,703.74)	($25,823.85)	($35.83)	($567.25)	$0.00	$0.00	$0.00	($313.51)
115 PUBLIC HEALTH	($2,995.51)	$0.00	$0.00	$302,610.89	$0.00	$0.00	($220,612.80)	($84,993.60)
116 ENERGY FUND	($8,014.85)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($8,014.85)
117 COVID 10 FUND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($3,000,000.00)	$3,000,000.00
120 EARLY CHILDHOOD CA	($615,580.51)	$0.00	$0.00	($22.24)	($615,580.51)	$12.41	$0.00	$423.68
198 San Miguel Recreat	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
199 INDUSTRIAL REVENUE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
224 SAN MIGUEL CO HOU	($769,809.16)	$0.00	$0.00	$45,132.20	$615,461.42	$0.00	($10,000.00)	($1,420,402.78)
226 SMC DISPOSAL DISTR	($128,748.81)	$6,799.88	$0.30	$6,106.86	$0.00	($160.22)	($47,434.60)	($92,324.25)
227 SMC DISPOSAL DISTR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
301 GRANT FUND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
County Funds Total:	$35,195,353.16	($742,736.91)	($9.14)	($7,290,258.99)	($600,734.99)	($6,554.71)	($15,813,261.17)	$27,873,422.70

Account Name	Beginning Balance	Current Tax	Delinq Tax	Misc	Transfers	Treas Fees	Disburse	Ending Balance
450 TELLURIDE SCHOOL D	($60,632.72)	$366,552.50	$4.48	$162,534.58	$476.19	($12,566.66)	($460,832.00)	($38,777.54)
460 TELLURIDE SCHOOL D	($22,141.74)	$133,589.10	$1.71	$50,364.01	$0.00	$0.00	($159,237.34)	($12,673.34)
461 TELLURIDE SCHOOL D	($330.81)	$2,119.48	$0.28	$770.75	($476.19)	($70.62)	($2,090.44)	($273.97)
462 TELLURIDE SCHOOL D	($3,558.11)	$21,618.90	$0.18	$8,166.55	$0.00	($2,967.82)	($25,959.32)	($2,285.07)
463 TELLURIDE SCHOOL D	($38,129.78)	$232,176.14	$2.99	$87,583.56	$0.00	($31,896.89)	($274,990.10)	($30,422.34)
464 TELLURIDE SCHOOL D	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
490 NORWOOD SCHOOL DIS	($1,125.05)	$9,556.39	$0.00	$7,506.70	$0.00	($313.34)	($17,474.64)	($688.58)
491 NORWOOD SCHOOL DIS	($12.96)	$110.00	$0.00	$46.35	$0.00	($3.60)	($161.10)	($7.91)

Semi Annual Report

Account Name	Beginning Balance	Current Tax	Delinq Tax	Misc	Transfers	Treas Fees	Disburse	Ending Balance
492 NORWOOD SCHOOL DIS	($2,515.83)	$21,833.00	$0.00	$8,202.27	$0.00	($2,851.91)	($30,779.66)	($1,553.12)
493 NORWOOD SCHOOL DIS	($1,926.26)	$16,326.46	$0.00	$6,884.29	$0.00	$0.00	($23,960.16)	($1,176.85)
500 DOLORES SCHOOL DIS	($1,279.61)	$2,465.70	$0.00	$2,188.67	$0.00	($119.89)	($5,179.27)	($748.27)
505 DOLORES SCHOOL DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
506 DOLORES SCHOOL DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
507 DOLORES SCHOOL DIS	($230.33)	$475.42	$0.00	$22.17	$0.00	($92.48)	($636.03)	($86.92)
Total Schools:	($131,883.20)	$806,823.09	$9.64	$334,269.90	$0.00	($50,883.21)	($1,001,300.06)	($11,201,154.66)

Account Name	Beginning Balance	Current Taxes	Del Tax	Misc	Transfers	Treas Fees	Disburse	Ending Balance
650 TOWN OF TELLURIDE	-139,180.95	45,374.48	0	$43,980.53	($24.15)	-1,294.41	-215,150.85	-8,832.74
651 TOWN OF TELLURIDE	-94,416.93	44,672.69	0	$17,410.53	$0.00	-863.96	-146,074.11	-6,368.18
652 TOWN OF TELLURIDE	-787.99	372.83	0	$143.68	$24.15	-5.68	-1,166.38	-53.12
653 TOWN OF TELLURIDE	-15,295.85	7,237.11	0	$2,820.72	$0.00	-140.11	-23,671.49	-1,031.62
654 TOWN OF OPHIR	-53,296.91	9,896.12	0	$4,445.27	$0.00	-212.89	-66,825.03	-600.38
655 TOWN OF OPHIR CONT	-6,002.95	1,158.84	0	$410.41	$0.00	-24.05	-7,488.51	-59.64
660 TOWN OF NORWOOD	-11,877.53	9,597.56	0	$4,425.18	$0.00	-211.73	-24,992.09	-696.45
665 TOWN OF MOUNTAIN V	-493,024.72	301,359.86	0	$136,631.00	($167.50)	-4,681.16	-787,264.22	-37,443.75
666 TOWN OF MOUNTAIN V	-1,465.99	965.45	0	$341.75	$167.50	-5.14	-2,208.97	22.54
667 TOWN OF MOUNTAIN V	-11,701.55	7,654.67	0	$2,831.45	$0.00	-107.81	-18,649.28	-853.49
668 SAN MIGUEL AUTHORI	-83,445.21	45,070.89	0.56	$17,004.36	($32.10)	-1,135.64	-128,673.13	-6,670.26
669 SMART ABATEMENT	-221.25	120.19	0.02	$43.44	$32.10	-1.45	-315.72	-21.7
670 TOWN OF TELLURIDE	-92,701.94	43,861.26	0	$17,095.05	$0.00	-849.11	-143,462.93	-6,252.49
Schools Total:	($1,003,419.77)	$517,341.95	$0.58	$247,583.37	$0.00	($9,533.14)	($1,565,942.71)	($68,861.28)

Account Name	Beginning Balance	Current Taxes	Del Tax	Misc	Transfers	Treas Fees	Disburse	Ending Balance
600 WILSON MESA METRO	($30,759.58)	$20,361.02	$0.00	$4,190.34	$0.00	($552.36)	($52,898.24)	$746.94
601 TELLURIDE FIRE DIS	($502,244.14)	$267,904.87	$1.82	$101,260.72	$0.00	($6,848.05)	($777,217.71)	($37,049.30)
602 TELLURIDE FIRE DIS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
603 NORWOOD SANITATION	($1,900.31)	$1,864.68	$0.00	$397.80	$0.00	($58.18)	($4,023.40)	($81.21)
604 NORWOOD FIRE DISTR	($37,277.34)	$20,078.57	$0.00	$6,810.93	$0.00	($628.22)	($62,319.01)	($1,219.61)
605 SAN MIGUEL WATER C	($409.84)	$200.44	$0.00	$77.57	$0.00	($6.26)	($668.08)	($13.51)
606 EGNAR FIRE DISTRIC	($3,313.30)	$1,267.80	$0.00	$839.36	$0.00	($39.80)	($5,026.80)	($353.86)
607 EGNAR PEST CONTROL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
608 SOUTHWEST WATER CO	($48,313.88)	$25,453.32	$0.30	$9,660.63	$0.00	($620.84)	($74,245.03)	($2,784.47)
609 TELLURIDE FIRE BON	($49,132.07)	$26,221.26	$0.35	$9,883.15	$0.00	($612.74)	($75,393.73)	($2,389.46)
613 TELLURIDE FIRE ABA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
614 NORWOOD PARK/REC D	($5,004.06)	$1,833.07	$0.00	$811.10	$0.00	($57.61)	($7,447.67)	($142.95)
615 SOUTHWEST WATER DI	$0.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.22
617 MVMD BOND 1997	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Semi Annual Report

Account Name	Beginning Balance	Current Taxes	Del Tax	Misc	Transfers	Treas Fees	Disburse	Ending Balance
618 MVMD BOND 1998	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
619 MVMD BOND 2000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
620 MVMD BOND 2014	($60,607.60)	$40,043.40	$0.00	$14,799.01	$0.00	($892.95)	($96,420.14)	($6,221.78)
621 MVMD BOND 2005	$0.00	$0.00	$0.00	$0.00	$0.00	$175.41	$0.00	$5,671.64
622 MVMD BOND 2006	$0.00	$0.00	$0.00	$0.00	$0.00	$84.83	$0.00	$2,743.12
623 MVMD BOND 2007	$0.00	$0.00	$0.00	$0.00	$0.00	$442.70	$0.00	$14,313.87
624 MVMD BOND 2009	$0.00	$0.00	$0.00	$0.00	$0.00	$79.15	$0.00	$2,559.05
625 MVMD BOND REF/ABAT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
626 TELLURIDE HOSPITAL	($387,894.48)	$206,923.81	$1.67	$78,208.20	($3,803.31)	($5,391.45)	($596,072.35)	($32,321.44)
627 TELLURIDE HOSPITAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
628 TELLURIDE HOSPTIAL	$71.56	$0.00	$0.95	($149.50)	$3,598.52	$284.85	$0.00	$5,835.12
629 TELLURIDE HOSPITAL	$4.30	$0.00	$0.06	($7.29)	$204.79	$6.20	$0.00	$6.95
630 SAN MIGUEL LIBRARY	($402,660.19)	$214,796.26	$2.07	$81,257.41	($160.63)	($5,303.59)	($620,834.79)	($25,859.38)
631 SAN MIGUEL LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$110.07	$0.00	$3,559.11
632 SAN MIGUEL LIBRARY	($868.68)	$484.45	$0.08	$7.60	$160.63	($3.95)	($1,133.11)	($13.66)
633 LONE CONE LIBRARY	($62,274.03)	$25,486.89	$0.00	$10,746.80	$0.00	($799.75)	($95,879.26)	($1,828.71)
640 LONETREE CEMETERY	($14,091.73)	$7,755.35	$0.00	$2,924.69	($12.93)	($189.68)	($21,834.45)	($992.79)
641 LONETREE CEMETERY	$0.33	$0.00	$0.00	($0.44)	$12.93	$0.38	$0.00	$0.00
Special Districts Total:	($1,606,674.82)	$860,675.19	$7.30	$321,718.08	$0.00	($20,821.84)	($2,491,413.77)	$75,836.11
Total All Funds	($38,103,669.66)	$2,927,577.14	$26.66	$8,690,137.26	$600,734.99	($39,981.44)	($21,873,190.92)	($28,220,443.49)

I, Brandi R. Hatfield, County Treasurer in and for the County of San Miguel in the State of Colorado, hereby certify the following report is a true and correct report of the transactions of the office of the County Treasurer in the County and State aforesaid during the semi-annual period beginning on the 1st day of July, 2020 and the closing on the 31st day of December, 2020 as same appears in the books of said office.

Witness my hand and official seal this 28th day of January, 2021

Brandi R. Hatfield

Brandi R. Hatfield, County Treasurer and Clerk for the Board of County Commissioners

1/28/2021
Date

SEAL OF THE TREASURER SAN MIGUEL COUNTY COLORADO

Cash on Hand

Start Date	07/01/20
End Date	12/31/20

Account Number	Account Name	Starting Balance	Change	Ending Balance
999-0000-00-10000	Cash On Hand	$132,607.56	($95,058.47)	$37,549.09
999-0000-00-11000	Alpine Bank	$9,630,831.57	($8,031,684.33)	$1,599,147.24
999-0000-00-11001	US Bank Money Market	$500,403.83	$24.99	$500,428.82
999-0000-00-11002	ANB Money Market	$1,407,907.58	$1,291.89	$1,409,199.47
999-0000-00-11003	Colotrust	$10,784,011.20	($1,976,144.00)	$8,807,867.20
999-0000-00-11004	CSafe-Cash	$1,221,382.43	($1,221,382.43)	$0.00
999-0000-00-11005	Alpine Bank Money Market	$500,000.00	($250,000.00)	$250,000.00
999-0000-00-11009	Peaks Investments/SIGMA	$1,831,730.63	$3,314.14	$1,835,044.77
999-0000-00-11011	CSAFE-Core	$7,082,296.04	$1,019,025.44	$8,101,321.48
999-0000-00-11150	Transportation Alpine	$23,414.24	$178,652.28	$202,066.52
999-0000-00-11152	Housing Authority ColoTrust	$0.00	$615,461.42	$615,461.42
999-0000-00-11171	ANB BANK - 1 YR CD	$5,090,679.64	$7,471.28	$5,098,150.92
999-0000-00-11172	PVVHOA Bridge Escrow	$944.87	$0.00	$944.87
999-0000-00-12000	Treasurer Receivables	$22,832.91	($22,843.84)	($10.93)
999-0000-00-12001	Clerk Receivables	$8,055.43	$10,662.00	$18,717.43
999-0000-00-12003	Finance Receivable	$0.00	$1.00	$1.00
Total Cash on Hand:		$38,237,097.93	($9,761,208.63)	$28,475,889.30

Account Number	Account Name	Starting Balance	Change	Ending Balance
999-0000-00-22000	Due To Other Funds	($38,103,669.66)	$9,883,226.17	($28,220,443.49)
999-0000-00-22100	Undistributed Current Tax	($16,503.16)	$0.00	($16,503.16)
999-0000-00-22110	Undistributed Delinquent Tax	$3,159.35	$0.00	$3,159.35

Cash on Hand

Account Number	Account Name	Starting Balance	Change	Ending Balance
999-0000-00-22115	Undistributed Interest	($380.20)	$0.00	($380.20)
999-0000-00-22120	Checks Pending	$0.00	$0.00	$0.00
999-0000-00-22125	Refunds Pending	($4,556.11)	($0.02)	($4,556.13)
999-0000-00-22130	Redemptions Pending	$0.00	$0.00	$0.00
999-0000-00-22135	Over/Short	$277.99	($2.27)	$275.72
999-0000-00-22300	Prepaid Taxes	($65,060.91)	($151,184.77)	($216,245.68)
999-0000-00-22350	Title Company Prepaid	($4,020.00)	$440.00	($3,580.00)
999-0000-00-22400	Taylor Grazing Holding	($687.52)	$687.52	$0.00
999-0000-00-22401	Federal Land & Materials	($0.54)	$0.54	$0.00
999-0000-00-22402	SUSPENSE	($45,657.17)	$28,041.46	($17,615.71)
999-0000-00-25000	E-Check Payable	$0.00	$0.00	$0.00
Total Pending:		($38,237,097.93)	$9,761,208.63	($28,475,889.30)
999-0000-00-22000	Due To Other Funds	($38,103,669.66)	$9,883,226.17	($28,220,443.49)

#	Account Name	Starting Balance	Change	Ending Balance
101	GENERAL FUND	$17,959,389.80	($3,038,520.54)	$14,920,869.26
102	ROAD & BRIDGE	$4,627,454.73	($457,746.83)	$4,169,707.90
103	SOCIAL SERVICES	$10,546.28	($15,873.61)	($5,327.33)
104	SALES TAX/CAPITAL IMPROVEMENT	$4,068,595.83	($1,451,164.37)	$2,617,431.46
105	CONTINGENCY FUND	$627,830.57	$372,169.43	$1,000,000.00
106	TRANSPORTATION	$23,414.24	$175,382.10	$198,796.34
107	RETIREMENT FUND	$188,030.69	($92,488.39)	$95,542.30
108	OPEN SPACE FUND	$4,770,230.56	($173,145.21)	$4,597,085.35
109	CONSERVATION TRUST	$151,293.70	$17,862.70	$169,156.40
110	LODGING TAX	$8,545.62	$272.08	$8,817.70
111	VEGETATION MANAGEMENT	($43,588.57)	$3,268.72	($40,319.85)
112	FARLY CHILDHOOD	$193,810.97	$435,801.28	$629,612.25

Cash on Hand

#	Account Name	Starting Balance	Change	Ending Balance
113	MENTAL HEALTH	$1,057,946.16	($151,520.55)	$906,425.61
114	COUNTY ABATEMENT	$26,703.74	($26,390.23)	$313.51
115	PUBLIC HEALTH	$2,995.51	$81,998.09	$84,993.60
116	ENERGY FUND	$8,014.85	$0.00	$8,014.85
117	COVID 10 FUND	$0.00	($3,000,000.00)	($3,000,000.00)
120	EARLY CHILDHOOD CARE AND EDUCATION	$615,580.51	($616,004.19)	($423.68)
198	San Miguel Recreation District	$0.00	$0.00	$0.00
199	INDUSTRIAL REVENUE BOND	$0.00	$0.00	$0.00
224	SAN MIGUEL CO HOUSING AUTHORITY	$769,809.16	$650,593.62	$1,420,402.78
226	SMC DISPOSAL DISTRICT	$128,748.81	($36,424.56)	$92,324.25
227	SMC DISPOSAL DISTRICT REF/ABATE	$0.00	$0.00	$0.00
301	GRANT FUND	$0.00	$0.00	$0.00
450	TELLURIDE SCHOOL DISTRICTS GENERAL	$60,632.72	($21,855.18)	$38,777.54
460	TELLURIDE SCHOOL DISTRICTS BOND	$22,141.74	($9,468.40)	$12,673.34
461	TELLURIDE SCHOOL DISTRICT ABATEMENT	$330.81	($56.84)	$273.97
462	TELLURIDE SCHOOL DISTRICT TRANSPORTATION	$3,558.11	($1,273.04)	$2,285.07
463	TELLURIDE SCHOOL DISTRICT OVERRIDE	$38,129.78	($7,707.44)	$30,422.34
464	TELLURIDE SCHOOL DISTRICT ADA/ASBESTOS	$0.00	$0.00	$0.00
490	NORWOOD SCHOOL DISTRICT GENERAL	$1,125.05	($436.47)	$688.58
491	NORWOOD SCHOOL DISTRICT ABATEMENT	$12.96	($5.05)	$7.91
492	NORWOOD SCHOOL DISTRICT OVERRIDE	$2,515.83	($962.71)	$1,553.12
493	NORWOOD SCHOOL DISTRICT BOND	$1,926.26	($749.41)	$1,176.85
500	DOLORES SCHOOL DISTRICT GENERAL	$1,279.61	($531.34)	$748.27
505	DOLORES SCHOOL DISTRICT BOND	$0.00	$0.00	$0.00
506	DOLORES SCHOOL DISTRICT ABATEMENT	$0.00	$0.00	$0.00
507	DOLORES SCHOOL DISTRICT OVERRIDE	$230.33	($143.41)	$86.92

Cash on Hand

#	Account Name	Starting Balance	Change	Ending Balance
600	WILSON MESA METRO DISTRICT	$30,759.58	($31,506.52)	($746.94)
601	TELLURIDE FIRE DISTRICT GENERAL	$502,244.14	($465,194.84)	$37,049.30
602	TELLURIDE FIRE DISTRICT BOND 1	$0.00	$0.00	$0.00
603	NORWOOD SANITATION DISTRICT	$1,900.31	($1,819.10)	$81.21
604	NORWOOD FIRE DISTRICT	$37,277.34	($36,057.73)	$1,219.61
605	SAN MIGUEL WATER CONSERVATION DISTRICT	$409.84	($396.33)	$13.51
606	EGNAR FIRE DISTRICT	$3,313.30	($2,959.44)	$353.86
607	EGNAR PEST CONTROL	$0.00	$0.00	$0.00
608	SOUTHWEST WATER CONSERVATION DISTRICT	$48,313.88	($45,529.41)	$2,784.47
609	TELLURIDE FIRE BOND 2	$49,132.07	($46,742.61)	$2,389.46
613	TELLURIDE FIRE ABATEMENTS	$0.00	$0.00	$0.00
614	NORWOOD PARK/REC DISTRICT	$5,004.06	($4,861.11)	$142.95
615	SOUTHWEST WATER DISTRICT ABATEMENTS	($0.22)	$0.00	($0.22)
617	MVMD BOND 1997	$0.00	$0.00	$0.00
618	MVMD BOND 1998	$0.00	$0.00	$0.00
619	MVMD BOND 2000	$0.00	$0.00	$0.00
620	MVMD BOND 2014	$60,607.60	($54,385.82)	$6,221.78
621	MVMD BOND 2005	$0.00	($5,671.64)	($5,671.64)
622	MVMD BOND 2006	$0.00	($2,743.12)	($2,743.12)
623	MVMD BOND 2007	$0.00	($14,313.87)	($14,313.87)
624	MVMD BOND 2009	$0.00	($2,559.05)	($2,559.05)
625	MVMD BOND REF/ABATEMENTS	$0.00	$0.00	$0.00
626	TELLURIDE HOSPITAL DISTRICT	$387,894.48	($355,573.04)	$32,321.44
627	TELLURIDE HOSPITAL DISTRICT BOND	$0.00	$0.00	$0.00
628	TELLURIDE HOSPTIAL DISTRICT OTHER	($71.56)	($5,763.56)	($5,835.12)
629	TELLURIDE HOSPITAL DISTRICT	($4.30)	($2.65)	($6.95)

Cash on Hand

#	Account Name	Starting Balance	Change	Ending Balance
	ABATEMENTS			
630	SAN MIGUEL LIBRARY DISTRICT #1 GENERAL	$402,660.19	($376,800.81)	$25,859.38
631	SAN MIGUEL LIBRARY DISTRICT #1 BOND	$0.00	($3,559.11)	($3,559.11)
632	SAN MIGUEL LIBRARY DISTRICT #1 ABATEMENTS	$868.68	($855.02)	$13.66
633	LONE CONE LIBRARY DISTRICT	$62,274.03	($60,445.32)	$1,828.71
640	LONETREE CEMETERY DISTRICT	$14,091.73	($13,098.94)	$992.79
641	LONETREE CEMETERY ABATEMENTS	($0.33)	$0.33	$0.00
650	TOWN OF TELLURIDE	$139,180.95	($130,348.21)	$8,832.74
651	TOWN OF TELLURIDE BOND	$94,416.93	($88,048.75)	$6,368.18
652	TOWN OF TELLURIDE ABATEMENTS	$787.99	($734.87)	$53.12
653	TOWN OF TELLURIDE HISTORICAL MUSEUM	$15,295.85	($14,264.23)	$1,031.62
654	TOWN OF OPHIR	$53,296.91	($52,696.53)	$600.38
655	TOWN OF OPHIR CONTRACTS	$6,002.95	($5,943.31)	$59.64
660	TOWN OF NORWOOD	$11,877.53	($11,181.08)	$696.45
665	TOWN OF MOUNTAIN VILLAGE	$493,024.72	($455,580.97)	$37,443.75
666	TOWN OF MOUNTAIN VILLAGE ABATEMENTS	$1,465.99	($1,488.53)	($22.54)
667	TOWN OF MOUNTAIN VILL HISTORICAL MUSEUM	$11,701.55	($10,848.06)	$853.49
668	SAN MIGUEL AUTHORITY OF REGIONAL TRANSPORTATION	$83,445.21	($76,774.95)	$6,670.26
669	SMART ABATEMENT	$221.25	($199.55)	$21.70
670	TOWN OF TELLURIDE AFF HOUSING	$92,701.94	($86,449.45)	$6,252.49
780	PUBLIC TRUSTEE OVERBID	$0.00	$0.00	$0.00
781	TREASURER'S FEES	$6,977.59	($5.57)	$6,972.02
782	Treasurer Deed	$115.01	$515.30	$630.31
940	CLERK HOLDING ACCOUNT	$159,246.11	($53,218.95)	$106,027.16
980	Treasurer Suspense	$0.00	$0.00	$0.00

Cash on Hand

#	Account Name	Starting Balance	Change	Ending Balance
Cash with Treasurer Total:		$38,103,669.66	($9,883,226.17)	$28,220,443.49
999-0000-00-22000	Due To Other Funds	($38,103,669.66)	$9,883,226.17	($28,220,443.49)

AGENDA ITEM - 4.k.

TITLE:

Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Andrew and Sarah Tyler, Lot 320-C, Lawson Hill Subdivision

Presented by:
Time needed:

PREPARED BY:

Land Title

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Andrew and Sarah Tyler Deed Restriction	1/29/2021

AMENDED AND RESTATED

DEED RESTRICTION AND COVENANT
Lot 320-C, Lawson Hill Subdivision/PUD

THIS AMENDED AND RESTATED DEED RESTRICTION AND COVENANT ("**Covenant**") is entered into as of this 15th day of January, 2021 ("**Effective Date**"), by and among the following persons and parties:

1. The County of San Miguel, State of Colorado acting by and through its Board of County Commissioners, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 ("**County**");

2. The San Miguel County Housing Authority, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 ("**County Housing Authority**");

3. **Andrew Tyler and Sarah Tyler**, (individually or collectively, "**Subject Property Owner**"), whose current mailing address is as follows: **P.O. Box 1859, Telluride, Colorado 81435**.

The County, County Housing Authority, and Subject Property Owner are sometimes individually referred to as a **"Party"** and sometimes collectively as the **"Parties."** The Parties hereby agree as follows:

RECITALS

The Parties acknowledge and agree to the following Recitals and further agree that each Recital: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant.

A. This Covenant is intended to help preserve a sufficient supply of Deed Restricted Property to meet the needs of locally employed residents of the Telluride R-1 School District while allowing customary free-market (unrestricted) practices to influence the sale and rental of Deed Restricted Property as much as possible.

B. The Subject Property Owner is the current, fee simple owner of **Lot 320-C,** Lawson Hill Subdivision/PUD pursuant to the Subdivision Governing Documents, San Miguel County, Colorado ("**Subject Property**").

C. The County granted its approval for the Subdivision within which the Subject Property is included, which approvals include the County PUD/Subdivision Approvals and other relevant approvals ("**County Approvals**"). The Subject Property is located within the Subdivision.

D. Through the implementation of the County Approvals, certain covenants were placed on the Subject Property, including the Original Plat Note. The Original Plat Note was intended to govern certain aspects of the ownership, use and occupancy of the Subject Property by requiring all such ownership, use and occupancy to comply with certain provisions of the San Miguel County Land Use Code, specifically the guidelines, rules and regulations contained in LUC Section 5-1305.

E. In addition to LUC Section 5-1305, which is referenced in the Original Plat Note, LUC Section 5-1306 also applies to the Subject Property and governs certain specific aspects of the ownership, use and occupancy of the Subject Property.

F. For purposes of simplicity and use in this Covenant, the Parties agree that for definitional purposes, the Original Plat Note, LUC Section 5-1305, LUC Section 5-1306 and any other related

Land Title GUARANTEE COMPANY

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documents, instruments or agreements restricting ownership, use and occupancy of the Subject Property, if any, are collectively referred to herein as the **"Original Deed Restriction."**

G. The Original Deed Restriction continues to encumber the Subject Property and constitutes a covenant and restriction burdening the Subject Property and running with title to Subject Property.

H. The Parties intend that the purpose of this Covenant is to: (a) terminate and extinguish the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement; and (b) substitute the terms, conditions and restrictions contained in this Covenant for the terms, conditions and restrictions contained in the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement, which shall continue to be effective pursuant to its original terms and conditions. This Covenant, upon its execution by the Parties and recording in the public records of the San Miguel County Clerk and Recorder, shall hereafter govern certain of the terms and conditions of ownership, use and occupancy of the Subject Property by the Subject Property Owner, and the subject Property Owner's heirs, successors and assigns as addressed herein.

I. For the purposes set forth above and herein, the Subject Property Owner, the Subject Property Owner's heirs, successors and assigns, and all persons acquiring an interest in the Subject Property, whether or not it shall be so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Subject Property, to hold their interest(s) subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with title to the Subject Property for the specified duration of the Covenant.

J. The Parties recognize and agree that the Subject Property may be included in one or more common interest ownership communities, each of which is governed by a Homeowners' or Condominium Owners Association, and that the Homeowners' or Condominium Owners Association has promulgated certain governing documents, including, without limitation, the Subdivision Governing Documents, that may further affect the use of the Subject Property. Nothing herein is intended to alter or diminish the respective duties and obligations of the Subject Property Owner to comply with any terms and conditions of such Subdivision Governing Documents that may be more restrictive then the terms and conditions of this Covenant.

K. Capitalized terms shall have the meanings set forth in Section 12 of this Covenant if not otherwise defined herein.

COVENANT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated in this Covenant as substantive provisions, the mutual covenants, restrictions and equitable servitudes stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, covenant and agree as follows:

Section 1. Deed Restriction.

1.1. Termination of Original Deed Restriction.

1.1.1. Except as provided for below, all components of the Original Deed Restriction: (a) are each hereby forever terminated, extinguished and vacated and will no longer be considered a covenant or restriction burdening the Subject Property or binding the Subject Property Owner; (b) shall no longer have any force, effect, or legal significance with respect to the ownership, use and occupancy of the Subject Property; and (c) is replaced by this Covenant.

1.1.2. The foregoing provisions of Section 1.1.1 notwithstanding, the Parties intend that any Option to Purchase or Co-Borrower Agreement recorded before the Effective Date shall not be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant and that the Option to Purchase will continue to apply to and affect the Subject Property in accordance with the terms and conditions stated in the Option to Purchase.

1.1.3. The foregoing provisions of Section 1.1.1 notwithstanding, the Parties further intend that: (a) no substantive rights of a Lender, if any existed under the Original Deed Restriction, are intended to be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant; (b) no consent by the Lender is required by the County or is being obtained in connection with the execution of this Covenant; and (c) should a Lender at any time during the Term determine that Lender's consent was required for this Covenant and the failure to obtain such Lender consent was determined to be an event of default under the documents evidencing the Secured Obligation, the Parties intend that this Covenant shall be terminated and extinguished from the Subject Property and that the Original Deed Restriction shall automatically apply to and become a covenant against the Subject Property until such time as Lender executes and delivers its consent to this Covenant. The Parties agree to cooperate and assist each other in executing any document necessary to evidence the reversion of the Covenant in the event of an objection by Lender.

1.2. Establishment of the Covenant.

1.2.1. As of the Effective Date, the terms and conditions of this Covenant shall completely and conclusively govern the ownership, use and occupancy of the Subject Property relative to the subject matter herein.

1.2.2. No subsequent changes that may be made to the Original Plat Note, or to LUC Sections 5-1305 or 5-1306 will have any affect or impact to this Covenant, including the ownership, use and occupancy of the Subject Property.

1.2.3. The Subject Property Owner shall not permit any ownership, use or occupancy of the Subject Property except in compliance with this Covenant.

1.2.4. The terms and conditions of this Covenant reflect the complete and entire understanding of the Parties with respect to the matters addressed herein and no other documents, laws, regulations, guidelines and the like shall be applied against Subject Property Owner in connection with its use of the Subject Property that purport to modify or amend the terms and conditions of this Covenant.

1.3. Term. The **"Term"** of this Covenant shall commence on the Effective Date and shall continue until May 18, 2042 ("**Expiration Date**"). At the option of the County, the duration of this Covenant may be extended after the Expiration Date for an additional period of fifty (50) years after public hearing and comment on the proposed extension. Any other amendment must be agreed to in writing by all Parties as provided for in this Covenant.

1.4. Administration and Enforcement. This Covenant shall be administered by the County or its designee ("**Administrator**"). This Covenant shall be enforceable by the County by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Subject Property Owners or Occupants, or such other remedies and penalties as may be specified in this Covenant.

1.5. Termination. This Covenant shall not terminate except upon the occurrence of any one of the following events, at which time this Covenant shall be deemed to have automatically expired and either Party may, but need not, record a termination statement evidencing the termination:

1.5.1. Expiration. Expiration of the Term of this Covenant as set forth in Section 1.3.

1.5.2. Foreclosure. If an Option to Purchase has been executed and recorded, this Covenant may terminate in the manner provided for in the Option to Purchase.

1.5.3. By the County. The County expressly reserves the right to terminate this Covenant, including but not limited to the right to vacate and extinguish the effect of the terms, conditions, covenants and restrictions as it relates to the Subject Property by recording a "Termination of Amended and Restated Deed Restriction Covenant" in the Official Records executed by all of the then Subject Property Owners of the Subject Property and by the County.

1.6. Limitation on Amendments to Covenant.

1.6.1. This Covenant shall not be amended or modified without the prior, written consent of the Subject Property Owner and the County, in their respective, sole and exclusive discretion. Any proposed modification to this Covenant shall be first referred to all applicable Association's governing the Subject Property and the Association(s) shall be given a reasonable opportunity to review and comment on the proposed amendment prior to its execution.

1.6.2. Nothing herein shall preclude the County from amending LUC Sections 5-1305 and 5-1306 from time to time, provided that no such amendments to LUC Sections 5-1305 and 5-1306 shall apply to or otherwise affect the use, ownership or occupancy of the Subject Property unless this Covenant is amended in writing to incorporate such amendments as agreed to by the Subject Property Owner and the County.

1.7. Subject to Market Forces. Except as specifically stated in this Covenant, resale of the Subject Property is subject to normal market forces. Nothing herein shall be construed to constitute a representation or guarantee by the County that on resale the Subject Property Owner shall obtain any profit, or return on investment. The Subject Property Owner hereby recognizes, acknowledges and understands that neither the County nor the Administrator is required or obligated in any manner to aid the Subject Property Owner in receiving any particular resale price. The Subject Property Owner further recognizes, acknowledges and understands that depending on market conditions at the time of resale, the Subject Property Owner may incur a loss upon resale of the Subject Property.

1.8. Price Appreciation Caps. The County will not enter into any agreement with the Subject Property Owner that imposes a Price Appreciation Cap on the Subject Property, unless the applicable Association(s) expressly agrees to such Price Appreciation Cap in writing. This provision does not preclude San Miguel County, as an owner, from negotiating a profit sharing requirement or any other mechanism to recoup its expenditure of funds during the resale of the Affordable Housing unit.

Section 2. Purchasing the Subject Property.

2.1. Limitation on Purchase. Purchase of the Subject Property is limited to Qualified Purchasers and their Spouses. Although a Spouse of a Qualified Purchaser may take title to the Subject Property, a Spouse of a Qualified Purchaser is not a Qualified Purchaser unless he or she becomes an Ownership Applicant and independently receives approval as a Qualified Purchaser. The Administrator shall approve an Ownership Applicant as a Qualified Purchaser if the Ownership Applicant satisfies: (1) the Current Local Employee Standard; (2) the Retired or Disabled Local Employee Standard; or (3) the Alternative Standard. The Ownership Applicant must submit documentation sufficient for the Administrator to verify that he or she meets the applicable standard.

2.1.1. Current Local Employee Standard. The Ownership Applicant: (a) has maintained his or her Primary Residence within the Four County Region for at least eight of the twelve months

immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application; (b) has earned Qualifying Income for at least 1032 hours of the twelve months immediately preceding the date that the Administrator receives his or her Purchase Application, and is currently earning Qualifying Income; and (c) for the particular eight to twelve months that establish the Ownership Applicant's residency under Section 2.1.1(a) above, the Ownership Applicant's Household Non-Qualifying Income calculated during that period does not exceed the Ownership Applicant's Household Qualifying Income.

2.1.2. Retired or Disabled Local Employee Standard. The Ownership Applicant is Retired or is Disabled, and for at least five of the eight years immediately preceding the date that the Administrator receives their Purchase Application, the Ownership Applicant: (1) has maintained his or her Primary Residence within the Four County Region for at least eight months of each applicable year; (2) was earning Qualifying Income for at least 1032 hours of each applicable year; and (3) for each applicable year, the Ownership Applicant's Household Non-Qualifying Income did not exceed the Ownership Applicant's Household Qualifying Income.

2.1.3. Alternative Standard. For each of the three years immediately preceding the date that the Administrator receives their Purchase Application: (1) the Ownership Applicant has maintained his or her Primary Residence within the Telluride R-1 School District for at least eight months of each year; (2) the sum of the Ownership Applicant's Household Qualifying Income and Household Non-Qualifying Income does not exceed 100% AMI for the applicable household size; and (3) the Ownership Applicant's Total Household Assets amount to no more than two times the Contract Price of the Subject Property.

2.2. Public Sector Employment. An Ownership Applicant seeking approval as a Qualified Purchaser pursuant to the Current Local Employee Standard and hired by a Public Sector Employer may not be required to meet the employment-term requirement, subject to the approval of the County.

2.3. Co-Borrower. A person who does not meet the requirements for approval as a Qualified Purchaser, but who is necessary as a co-borrower in order for an Ownership Applicant to obtain financing, may be listed on title to the Subject Property provided that: (1) the Ownership Applicant provides the Administrator with a letter from the Lender stating the co-borrower's name and relationship to the Ownership Applicant, and that the co-borrower is necessary and must be listed on title in order for the Ownership Applicant to obtaining financing to purchase the Subject Property; and (2) the Ownership Applicant and the co-borrower enter into a Co-Borrower Agreement providing that, in the event the co-borrower takes full title to the Subject Property for any reason, the co-borrower shall notify the Administrator immediately, and shall either sell the Subject Property to a Qualified Purchaser or otherwise comply with the terms of this Covenant within one year of the date that the co-borrower takes full title.

Section 3. Renting the Subject Property.

3.1. Subject Property Owner Approval to Rent. The Subject Property Owner may not rent or lease the Subject Property, or any portion of the Subject Property, for any amount of time, without written approval from the Administrator, which approval shall be in accordance with the terms of this Section 3. If the Subject Property Owner intends to continue to occupy the Subject Property as his or her Primary Residence and will share occupancy with the Qualified Tenant(s) then the Administrator shall issue a written approval to the Subject Property Owner to rent the Subject Property within five business days after the Subject Property Owner notifies the Administrator of the Subject Property Owner's intent to rent the Subject Property. If the Subject Property Owner does not intend to occupy the Subject Property as his or her Primary Residence then the Subject Property Owner must comply with any other requirements pursuant to this Covenant prior to receiving an approval to rent from the Administrator. An approval to rent operates only to allow the Subject Property Owner to offer the Subject Property for rent. All

potential Occupants must submit a Rental Application and receive approval as a Qualified Tenant prior to occupying the Subject Property.

3.2. Rental Regulations. Any advertisement to rent the Subject Property shall specify that all potential renters must receive approval as a Qualified Tenant prior to occupying the Subject Property. The Subject Property Owner shall provide the Administrator with a fully executed copy of the lease or other occupancy agreement no later than ten business days after it is fully executed. The Subject Property Owner may not lease the Subject Property for a term of less than thirty days.

3.3. Limitation on Rental Occupants. Occupancy of the Subject Property pursuant to a lease, rental, or other occupancy agreement, is limited to Qualified Tenants. The Administrator shall approve a Rental Applicant as a Qualified Tenant if the Rental Applicant: (1) is earning Qualifying Income for an average of at least thirty hours per week, or (2) demonstrates an intent to earn Qualifying Income for an average of at least thirty hours per week. The Rental Applicant must submit documentation sufficient to verify compliance with the requirements for approval as a Qualified Tenant.

3.4. No County Liability. Nothing herein requires, or shall be construed to require the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, to protect or indemnify the Subject Property Owner against any loss attributable to rental, including but not limited to non-payment of rent or damage to the Subject Property; nor shall the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, be responsible for locating a Qualified Tenant to occupy the Subject Property in the event that the Subject Property Owner is unable to find a Qualified Tenant, or if a Qualified Tenant fails to occupy the Subject Property for the entire term of the lease.

Section 4. Selling the Subject Property.

4.1. Listing the Subject Property. In the event the Subject Property Owner desires to sell the Subject Property, the Subject Property Owner shall submit written notice to the Administrator of their intent to sell the Subject Property, which notice must be submitted at least five days prior to offering the Subject Property for sale. The Subject Property Owner may sell the Subject Property for sale by owner or list and sell the Subject Property through a real estate broker licensed in the state of Colorado.

4.2. County Transfer Fee. Upon closing, the seller shall pay a County Transfer Fee to the County in an amount equal to 1% of the sales price. If the fee imposed by this Section 4.2 is not paid when due, then the fee, all costs of collection of the fee, and interest on the unpaid balance at a rate of 8% per year or at the statutory interest rate in C.R.S. § 5-12-102, as amended, whichever is less, shall constitute a perpetual lien on the Subject Property. The County may foreclose this lien in the same manner as property tax liens of the County.

4.3. Waiver of County Transfer Fee. The seller is not required to pay the County Transfer Fee if the seller has already purchased another Deed Restricted Property or if the seller purchases another Deed Restricted Property no more than six months after closing on the sale of the Subject Property. If the seller has not already purchased another Deed Restricted Property, the seller shall make arrangements, to the satisfaction of the Administrator, to place the County Transfer Fee in escrow, and the fee shall remain in escrow until the first to occur of the following two events: (1) The seller acquires title to another Deed Restricted Property within six months of closing on the sale of the Subject Property, and has not purchased any material interest in any other Residential Property in the Telluride R-1 School District in the interim, in which case the County Transfer Fee shall be refunded to the seller; or (2) The seller has not acquired title to another Deed Restricted Property within six months of closing on the sale of the Subject Property, in which case the County Transfer Fee shall be paid to the County.

Section 5. Continuing Ownership.

5.1. Limitation on Continuing Ownership. Ownership of the Subject Property is limited to Qualified Owners and their Spouses. The Administrator may, at any time: (1) require the Subject Property Owner to verify that he or she is a Qualified Owner, (2) require the Subject Property Owner to verify that any Occupant is a Qualified Occupant, (3) require the Subject Property Owner to verify that he or she has not defaulted in any Secured Obligation related to the Subject Property, and/or (4) require the Subject Property Owner to verify that he or she is otherwise fully compliant with this Covenant. The Subject Property Owner shall be given a reasonable time to respond to such requests.

5.2. Approval as a Qualified Owner. The Administrator shall approve a Subject Property Owner as a Qualified Owner if the Subject Property Owner satisfies: (1) the Continuing Residence Standard, and (2) the Continuing Employment Standard.

5.2.1. Continuing Residence Standard. The Subject Property Owner has occupied the Subject Property as his or her Primary Residence for at least eight of the twelve months immediately preceding the Compliance Date, as evidenced by documentation the Administrator may request, or, if acceptable to the Administrator, by an affidavit affirming the same.

5.2.2. Continuing Employment Standard. The Subject Property Owner supplies documentation that the Administrator acknowledges is sufficient to verify at least one of the following.

(a) The Subject Property Owner has been employed for and earning Qualifying Income on at least 1032 hours of the twelve months immediately preceding the Compliance Date.

(b) The Subject Property Owner is Retired.

(c) The Subject Property Owner is at least 55 years of age and has maintained Primary Residence in the Telluride R-1 School District for a total of at least twenty years and has owned property subject to the County, Town of Telluride or Town of Mountain Village deed restriction, in compliance with the terms of such applicable deed restriction, for the five years immediately preceding the Compliance Date.

(d) The Subject Property Owner is the Spouse of a Qualified Owner.

(e) The Subject Property Owner is the surviving Spouse of a deceased Subject Property Owner.

(f) The Subject Property Owner is the former Spouse of a Qualified Owner and acquired title to the Subject Property as: (i) the Spouse of a Qualified Purchaser; (ii) the Spouse of a Qualified Owner; or (iii) pursuant to a court approved property settlement or other court order.

(g) The Subject Property Owner previously was a Qualified Owner, but is currently unemployed; provided that for at least eight of the twelve months immediately preceding the Compliance Date, the Subject Property Owner met the requirements for approval as a Qualified Owner and/or received unemployment benefits from the Colorado Department of Labor.

5.3. Transfer of Title. The Subject Property Owner must receive approval from the Administrator prior to entering into or executing any transaction that conveys title to an interest in the Subject Property, including but not limited to transfer of title to an Estate Planning Entity.

5.4. Exemptions. If the Subject Property Owner supplies documentation sufficient to verify any of the following, he or she shall be exempt from the Continuing Residence Standard, the Continuing Employment Standard, or both in accordance with the terms and conditions set forth below.

5.4.1. Beneficiary Owner. The Subject Property Owner is a Beneficiary Owner; provided that he or she notifies the Administrator within thirty days of the date that he or she acquires title to the Subject Property and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. A Beneficiary Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards and shall be deemed a Qualified Owner for all purposes in connection with this Covenant, for one year after acquiring title to the Subject Property. Furthermore, a Beneficiary Owner shall receive an automatic Approval to Rent for one year after acquiring title to the Subject Property. After one year, a Beneficiary Owner must receive approval as a Qualified Owner or otherwise comply with the terms of this Covenant.

5.4.2. Co-Borrower. The Subject Property Owner is on title to the Subject Property as a Co-Borrower pursuant to Section 2.3. A Co-Borrower who is a Subject Property Owner shall be exempt from the Continuing Residence and Continuing Employment Standards as long as he or she is compliant with the terms of the Co-Borrower Agreement.

5.4.3. Absence for Less than One Year. The Subject Property Owner will be absent from the Four County Region for a period of time greater than four months but not greater than one year; provided that the Subject Property Owner notifies the Administrator at least one month before starting the leave of absence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for one year after the date the Subject Property Owner begins the leave of absence. The Subject Property Owner must receive approval as a Qualified Owner no later than one year after returning from the leave of absence.

5.4.4. Military Service. The Subject Property Owner will be absent from the Four County Region due to United States military orders, provided that: (1) the Subject Property Owner notifies the Administrator within five days of receiving the United States military order, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation; (2) the Subject Property Owner maintains the Subject Property as their legal residence for tax purposes; (3) if the Subject Property Owner is registered to vote in San Miguel County at the time they receive the military orders, the Subject Property Owner maintains voter registration in San Miguel County; and (4) the Subject Property Owner receives approval as a Qualified Owner within one year after he or she is no longer under such United States military orders. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for as long as the Subject Property Owner is unable to meet the standards due to United States military orders.

5.4.5. Family Medical Need. The Subject Property Owner does not, or will not reside, at the Subject Property in order to care for an Immediate Family member who has a Serious Health Condition, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, provided, however, that the Subject Property Owner notifies the Administrator at least one month after he or she no longer occupies the Subject Property as his or her Primary Residence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation, which documentation, except as prohibited by applicable law, shall include documentation from the Immediate Family Member's Health Care Provider, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, evidencing the need for the Subject Property Owner's absence. The Subject Property Owner must receive approval as a Qualified Owner within one year of when the Family Medical Need ceases.

5.4.6. Disability. The Subject Property Owner is Disabled, provided, however, that the Subject Property Owner notifies the Administrator within one month of when he or she no longer meets

the Continuing Employment Standard and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner shall be exempt from the Continuing Employment Standard for as long as the Subject Property Owner is Disabled. The Subject Property Owner shall also be exempt from the Continuing Residence Standard for one year after the date he or she provides the Administrator with the notice required herein.

Section 6. Continuing Occupancy.

6.1. Limitation on Continuing Occupancy. Occupancy of the Subject Property is limited to Qualified Owners and their Spouses, and to Qualified Occupants. The Administrator may, at any time, require any Occupant to verify that he or she is a Qualified Occupant and/or is otherwise fully compliant with this Covenant.

6.2. Approval as a Qualified Occupant. The Administrator shall approve an Occupant as a Qualified Occupant if the Occupant does not own or control any interest or right in the Subject Property whatsoever and provides documentation that the Administrator acknowledges is sufficient to verify that the Occupant: (1) is under twenty-one years of age; (2) is a member of the Qualified Owner's Immediate Family; (3) is Disabled; or (4) is earning Qualifying Income for an average of at least thirty hours per week. Examples of such documentation are set forth in the Procedures.

6.3. Effect of Failure to Receive Approval as Qualified Occupant. In the event an Occupant fails to receive approval as a Qualified Occupant, such failure shall constitute a violation of this Covenant by both the Occupant and the Subject Property Owner.

Section 7. Ownership of Other Residential Property Prohibited.

7.1. Prohibition. Subject Property Owners and Occupants, as well as their Spouses and Dependents, if any, may not own more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District. This prohibition includes partial or full corporate ownership established to provide a beneficial interest sufficient to permit the use and occupancy by the owner or part-owner of such property. Except as otherwise provided in this Section 7, and unless granted an exception pursuant to Section 8, failure to comply with this Section 7.1 is a violation of this Covenant and shall be addressed in accordance with the provisions of Section 9 of this Covenant.

7.2. Definitions. The following definitions shall apply to this Section 7.

7.2.1. Acquisition Date. The date on which the Subject Property Owner acquires title to the Subject Property.

7.2.2. Appraised Value. The value of the Subject Property arrived at by the process described in Section 7.4.

7.3. Grace Period for Qualified Purchasers. If an Ownership Applicant is approved as a Qualified Purchaser and he or she, or any other Subject Property Owner, or any Occupant, or the Spouse or Dependent of the Qualified Purchaser or of any other Subject Property Owner or Occupant owns more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District on the Acquisition Date, the Subject Property Owner shall have a grace period of one year from the Acquisition Date to sell the other Residential Property or obtain an exception pursuant to Section 8.

7.4. Appraisal. If the Subject Property Owner has not sold the other Residential Property or obtained an exception within nine months after the Acquisition Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide

that value to the Administrator no later than ten months after the Acquisition Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two values differ by $10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than $10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value to the Administrator within the required time period, the Administrator shall so notify the County and the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.

7.5. Sale of Subject Property at Expiration of Grace Period. If, at the expiration of the grace period provided for in Section 7.3, the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with this Covenant, the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner obtains an exception or otherwise complies with this Covenant.

7.6. Further Price Reductions. If the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant within fifteen months after the Acquisition Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property Owner has sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 7, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

Section 8. Exceptions.

8.1. Purchase, Rental, Ownership and Occupancy Requirements. Any: (1) Ownership Applicant, Rental Applicant, Subject Property Owner or Occupant who does not meet one or more of the requirements for approval as a Qualified Purchaser, Qualified Tenant, Qualified Owner, or Qualified Occupant, respectively, may apply to the Administrator for an exception to any such requirement. The Administrator shall refer a copy of the proposed exception to any Association governing the Subject Property and the Association shall be given a reasonable opportunity to review and comment on the proposed exception prior to final review and action.

8.2. Prohibition on Ownership of Other Residential Property. Any Subject Property Owner or Occupant, or any such Subject Property Owner or Occupants' Spouse or Dependent, who owns Residential Property in violation of Section 7.1, may apply to the Administrator for an exception.

8.3. Standards for Granting an Exception. The Administrator shall not grant an exception except upon a finding that the person requesting the exception has established compelling circumstances, which shall not include financial hardship, justifying the requested exception; and that granting the requested exception is consistent with the purpose and intent of this Covenant. When considering

whether the requested exception is consistent with the purpose and intent of this Covenant as stated in Recital A, the Administrator shall consider the following guidance:

8.3.1. Stable Resident Population. This Covenant is intended to help preserve a stable resident population, strong sense of community, and socio-economic mix in the Telluride Region by ensuring a sufficient supply of housing that is affordable and responsive to the diverse needs of the various segments of the community employed in the Telluride R-1 School District.

8.3.2. Deed Restricted Property Market. This Covenant creates a housing market for employees in which sales prices directly relate to the income earned by those who live and work in the Telluride R-1 School District (Qualified Purchasers), while allowing customary free-market practices to influence the sale and rental of Deed Restricted Property as much as possible. Exceptions to this Covenant should be allowed only when the exception will not affect the correlation between local income levels and sales prices.

8.3.3. Consistency and Uniformity. Consistency and uniformity is of vital importance. It is only through consistent and uniform application of this Covenant that the Deed Restricted Property market will remain properly defined, thus allowing free-market forces to accurately regulate the sales prices of Deed Restricted Property.

Section 9. Violations and Remedies.

9.1. Notification of Violation. In the event an alleged violation of this Covenant is discovered, whether pursuant to a procedure or provision herein, from a citizen complaint, or by other means, the Administrator shall send a written notice of such violation to all Subject Property Owners of the Subject Property, and if applicable, to Occupants of the Subject Property. The notice shall state: (1) the nature of the alleged violation; (2) the specific provisions of this Covenant that the Subject Property Owner and/or Occupant has allegedly violated; (3) the steps required by the Subject Property Owner and/or Occupant to cure the violation; (4) the remedies that the County may pursue if the alleged violation is not cured; (5) the reasonable timeframe within which the Subject Property Owner and/or Occupant must cure the alleged violation; (6) that the Subject Property Owner and/or Occupant has a right to request a hearing before the Administrator to determine the merits of the allegations and to discuss potential remedies; (7) that the Subject Property Owner and/or Occupant must notify the Administrator that he or she requests such a hearing no later than fifteen days after receiving the notice; and (8) that the alleged violation will be considered conclusively determined if the Subject Property Owner and/or Occupant does not request such a hearing.

9.2. Public Hearing. All materials that any party wants the Administrator to consider at a hearing pursuant to Section 9.1 must be submitted to the Administrator no later than ten working days before the date of the hearing. Unless prohibited by law, all submitted materials will be included in the public record for the hearing. At the conclusion of the hearing, the Administrator shall: (1) find the alleged violation conclusively determined, (2) find that the alleged violation lacks merit, or (3) continue the hearing to a specified date and time.

9.3. Definitions. The following definitions shall apply to this Section 9.

9.3.1. Appraised Value. The value of the Subject Property arrived at by the process described in Section 9.4.1.

9.3.2. Violation Date. The date on which a violation is conclusively determined.

9.4. Procedure for Subject Property Owner to Cure Violation. If a violation is conclusively determined with respect to the Subject Property Owner, the Subject Property Owner shall have one year from the Violation Date to cure the violation.

9.4.1. Appraisal. If the Subject Property Owner has not cured the violation within nine months after the Violation Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide that value to the Administrator no later than ten months after the Violation Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two values differ by $10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than $10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value within the required time period, the Administrator shall so notify the County and the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.

9.4.2. Sale of Subject Property to Cure Violation. If the Subject Property Owner has not cured the violation within one year after the Violation Date, then the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner otherwise cures the violation.

9.4.3. Further Price Reductions. If the Subject Property Owner has not cured the violation within fifteen months after the Violation Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property is sold or the Subject Property Owner otherwise cures the violation; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 9, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

9.5. Procedure for Occupant to Cure Violation. If a violation is conclusively determined with respect to an Occupant, the Occupant shall have sixty days from the date that the Occupant received the notice required by Section 9.1 to cure the violation. If the Occupant has not cured the violation at the end of this sixty-day period, then the Occupant shall immediately vacate the Subject Property. An Occupant's violation of this Covenant also constitutes a violation by the Subject Property Owner.

9.6. Noncompliant Transfer Voidable. Title to the Subject Property, whether in whole or in part, shall not be sold or otherwise conveyed except in accordance with this Covenant. In the event the Subject Property is sold or otherwise conveyed in any manner that is not in accordance with this Covenant, such sale or conveyance shall be voidable at the County's option. If such sale or conveyance is declared void it shall confer no title whatsoever upon the purported transferee.

9.7. Additional Remedies. In the event of default by any Party, to any section of this Covenant, any other Party to this Covenant, following notice and opportunity to cure, may pursue all available

remedies, including but not limited to an action for specific performance, injunctive relief and/or damages. The remedies provided for herein are cumulative in nature. Personal jurisdiction and venue for any civil action commenced by any Party to this Covenant, whether arising out of or relating to this Covenant, will be deemed to be proper only if such action is commenced in the District Court for San Miguel County, Colorado. This Covenant shall be governed by and construed in accordance with the laws of the State of Colorado. The prevailing Party in any action arising from this Covenant shall recover their costs, fees and expenses, including reasonable attorney fees and expert witness fees, from the other Party. No failure by any Party hereto to exercise any right that it may have pursuant to this Covenant shall be deemed a waiver of that right, or of the right to demand exact compliance with the terms of this Covenant, or of any other right expressly or implicitly granted herein.

Section 10. Documentation and Notices.

10.1. Documentation. The Administrator must be able to verify the truth and authenticity of any documentation submitted pursuant to this Covenant, and may refuse to accept any documentation that is not reasonably verifiable by an independent and reliable source. Furthermore, the submitted documentation must be reasonably sufficient for the Administrator to find that, as a whole, it establishes compliance with the applicable standard or requirement. Any person who submits documentation pursuant to this Covenant shall submit an affidavit along with the documentation, stating that all such documentation is true and accurate. If any documentation is determined to be inaccurate, the person who submitted such documentation is subject to disqualification from the application and/or approval process.

10.1.1. Privilege or Disclosure Otherwise Prohibited by Law. Any person who, in connection with the procedures contained in this Covenant, references customers and/or clients with whom he or she has a relationship that is subject to a legal privilege, such as the attorney-client, therapist-client, or physician-patient privilege shall not, in any event, be required to disclose the names or any other identifying information of such customers and/or clients. In this case, the person shall provide all of the required documentation but shall rename all clients as "Client 1," "Client 2," etc. Furthermore, no person shall be required to submit or disclose any documentation, the submission or disclosure of which is prohibited by law.

10.1.2. Confidentiality. The Administrator shall review and maintain all financial information, business client information, and any other information required by law to be kept confidential, that is submitted pursuant to the terms of this Covenant, in absolute and strict confidence. Under no circumstance shall any such confidential information be purposefully disclosed in any manner to any person other than the County, the Administrator the San Miguel County Attorney, the San Miguel County Administrator, or any other person or entity with the consent of the person who submits the information, provided that such disclosure is not otherwise prohibited by law.

10.2. Notices. Any notice in connection with this Covenant shall be in writing, addressed to the appropriate Party, and shall be delivered in person, by overnight delivery or courier service, or by the United States Postal Service certified mail, return receipt requested, and with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be those set forth below. A Party may change their address only by providing written notice of such change to all other Parties.

If to Subject Property Owner: See address listed above in introductory paragraph	**If to County**: Mailing Address: Office of the County Attorney P.O. Box 791 Telluride, CO 81435 Phone: 970-728-3879 Fax: 970-728-3718 Email: attorney@sanmiguelcounty.org
	If to Administrator: San Miguel Regional Housing Authority 820 Black Bear Road P.O. Box 840 Telluride, CO 81435 Phone: 970-728-3034 Fax: 970-728-5371 Email: smrha@telluridecolorado.net

10.3. County Assistance and Financial Counseling upon Default of Secured Obligation. Any Subject Property Owner who receives notification of a past due payment(s), a default in payment, or a default of any other obligation due or to be performed pursuant to a Secured Obligation, shall notify the Administrator, who shall in turn notify the County no later than two weeks after the Subject Property Owner received such notification. Subject to availability of funds, the County may, in its sole discretion, provide temporary financial assistance and/or financial counseling to the Subject Property Owner, which assistance shall be subject to terms and conditions the County deems necessary, including, but not limited to provisions for the Subject Property Owner to repay the County. A Subject Property Owner is encouraged to make the Administrator aware of these circumstances as early as possible to best allow the County to determine if any such assistance is feasible, it being recognized that the longer the default exists, the less likely it is that the County can provide assistance. Nothing herein shall obligate the County to provide such assistance.

Section 11. Definitions.

The Parties acknowledge and agree to the following definitions and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant. As used in this Covenant, the following definitions shall be given the meaning ascribed to the term as the same are stated below:

11.1. Administrator. The County or the County's designee.

11.2. AMI. The area median income for San Miguel County, Colorado based on the most recently published area median income limits established by the United States Department of Housing and Urban Development.

11.3. Application Fee. The fee, in an amount set by County resolution, paid to the Administrator to process any application submitted pursuant to this Covenant.

11.4. Assets. With respect to any person or entity, anything that has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action that belong to any person, as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation, or estate that is applicable or subject to the payment of debts. Assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Except, however, Assets shall not include pension plans, 401a plans, 401k plans, IRAs, or other similar retirement accounts, provided that the Ownership Applicant is not eligible to take a distribution therefrom without penalty.

11.5. Beneficiary Owner. A Subject Property Owner who is not a Qualified Owner, and who acquires title to the Subject Property as the result of the death of the deceased Subject Property Owner, whether though joint tenancy, a will, the intestacy provisions of the Colorado probate code or other applicable law, or the provisions of an Estate Planning Entity.

11.6. Co-Borrower Agreement. An agreement by which a person is permitted to be on title to the Subject Property without otherwise meeting the terms for approval as a Qualified Purchaser or Qualified Owner in order to assure that a Qualified Purchaser or Qualified Owner is able to secure a loan.

11.7. Compliance Date. The date on which the Administrator notifies the Subject Property Owner and/or Occupant(s) that he or she must verify compliance with the terms of this Covenant and receive approval as a Qualified Owner or Qualified Occupant.

11.8. Complying Offer Terms. An offer to acquire the Subject Property that is for cash (eg. does not require Subject Property Owner to carry back seller-financing) that is equal to or exceeds the current listing price of the Subject Property, and that proposes a closing of not later than 90 days from the offer date.

11.9. Contract Price. The price of the Subject Property as identified on a Colorado Real Estate Commission approved form for the purchase and sale of the Subject Property that is fully executed between the current Subject Property Owner and any given Ownership Applicant.

11.10. Contributing Occupant. An Occupant who is, or who will be, contributing funds towards the acquisition of the Subject Property or towards payments on a Secured Obligation encumbering the Subject Property.

11.11. County. The County of San Miguel, State of Colorado, acting by and through its Board of County Commissioners or as the San Miguel County Housing Authority.

11.12. County PUD/Subdivision Approvals. The approvals granted for the Lawson Hill Subdivision/PUD by the County and reflected by the Subdivision Governing Documents as well as by certain resolutions concerning the Lawson Hill Subdivision/PUD recorded in the Official Records.

11.13. County Transfer Fee. A fee in an amount equal to one percent of the Contract Price that the seller of the Subject Property shall pay to the Administrator upon closing of a sale of the Subject Property.

11.14. Deed Restricted Property. Any property in unincorporated San Miguel County that is subject either to the Original Deed Restriction, or to a real covenant, equitable servitude, or other agreement in favor of the County, and restricting the ownership, use and occupancy of such property to persons who satisfy certain requirements, terms, and/or qualifications.

11.15. Dependent. Any person who can be claimed as a Qualifying Child or Qualifying Relative on another's federal tax return.

11.16. Disabled. A person who receives Social Security Disability, Worker's Compensation for Permanent Total Disability, and/or disability payments through any other official state or federal disability program.

11.17. Domestic Partnership. A relationship between two individuals of the same or opposite sex in which: (1) each individual is at least eighteen years of age; (2) neither individual is legally married to another person or in a Domestic Partnership with another person; (3) the individuals are not related by blood closer than would bar marriage in the state of Colorado; (4) the individuals share a mutual obligation of support and responsibility for each other's welfare; and (5) the individuals are financially interdependent as documented by

at least two of the following arrangements: (a) common ownership of real property or a common leasehold interest in real property; (b) common ownership of a motor vehicle; (c) a joint bank account or a joint credit account; (d) designation as a beneficiary for life insurance or retirement benefits, or under a will; (e) assignment of durable power of attorney; or (f) such other proof that the Administrator deems sufficient to establish financial interdependency.

11.18. Estate Planning Entity. A trust, family limited partnership or similar entity created and funded by a Qualified Owner and controlled by such Qualified Owner until that Qualified Owner's death or disability.

11.19. Four County Region. San Miguel County, Montrose County, Ouray County and Dolores County, all in the State of Colorado.

11.20. Homeowners' Association or Condominium Association ("Association"). An association of owners organized under § 38-33.3-301, C.R.S., as amended.

11.21. Household Non-Qualifying Income. The combined Non-Qualifying Income of all Ownership Applicants, their Spouses, and Contributing Occupants.

11.22. Household Qualifying Income. The combined Qualifying Income of all Ownership Applicants, their Spouses, and Contributing Occupants.

11.23. Immediate Family. A person's parents, Spouse, children, and siblings; and a person's Spouse's parents, children and siblings. The terms "parents," "children," and "siblings" includes step-relatives, adopted/adoptive relatives and foster relatives.

11.24. Lender. An individual or company that has loaned funds to the Subject Property Owner for the purpose of financing some portion of the Subject Property Owner's acquisition of the Subject Property, which loan is secured by a Secured Obligation duly recorded against the Subject Property.

11.25. Liabilities. With respect to any person or entity, the total amount owed on obligations that legally bind the person or entity to settle a debt.

11.26. LUC. The San Miguel County Land Use Code.

11.27. Net Assets. With respect to any person or entity, Assets minus Liabilities.

11.28. Non-Qualifying Income. All income that is not Qualifying Income. With respect to any person or entity, Non-Qualifying Income includes, but is not limited to, any money, and the cash value of any goods or services in lieu of money, received from any source whatsoever, including but not limited to remuneration for labor, products or services; money received from governmental assistance programs; tax refunds; prize winnings; gifts; pensions; investments; and money, or goods or services in lieu of money, received from any other source. Except, however, Non-Qualifying Income shall not include any of the following: (a) income taxed by the federal government but not distributed to such person or entity, or funds distributed to cover the anticipated tax liability of the non-distributed income, but only to the extent that such funds do not exceed the tax liability of the non-distributed income; or (b) equity from the proceeds of a sale of the Ownership Applicant's previous Primary Residence that was sold within the twelve months immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application or (c) a gift or any other funds up to 30% of the Contract Price of the Subject Property.

11.29. Occupant. Any person who occupies the Subject Property as his or her Primary Residence but who has no ownership interest in the Subject Property.

11.30. Official Records. The official records of the Clerk and Recorder of San Miguel County, Colorado.

11.31. Option to Purchase. A separately executed and recorded agreement providing the County with an option to purchase the Subject Property under certain specified circumstances. The Subject Property may or may not be subject to an Option to Purchase. As stated in Section 1.1, this Covenant does not affect the rights of any party to any Option to Purchase and does not affect the rights of any Lender.

11.32. Original Plat Note. That certain plat note included on the County PUD/Subdivision Approvals for the Subdivision, which plat note restates LUC § 5-1304 as it existed on the date the plat was recorded.

11.33. Ownership Applicant. Any person who desires to purchase the Subject Property and who submits a Purchase Application and pays the appropriate Application Fee.

11.34. Primary Residence. A person's principal or primary home or place of abode, meaning that home or place of abode in which a person's habitation is fixed and to which that person, whenever absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of such absence. In determining what is a person's principal or primary home or place of abode, the following circumstances relating to such person may be taken into account: business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of Immediate Family, if any, leaseholds, situs of personal and real property, and motor vehicle registration.

11.35. Procedures. The uniform procedures adopted pursuant to Section 13.3.

11.36. Public Sector Employer. The state of Colorado and its agencies and entities, counties, cities, cities and counties, municipal corporations, quasi-municipal corporations, school districts, and irrigation, reservoir, and drainage conservation companies or districts organized and existing under the laws of the state of Colorado.

11.37. Purchase Application. The form that an Ownership Applicant submits to the Administrator to request approval as a Qualified Purchaser, and which requires certain documentation and information necessary to determine if the Ownership Applicant satisfies the requirements for approval as a Qualified Purchaser. The Ownership Applicant must verify that all information provided in the Purchase Application is true and accurate. If any of the information is determined inaccurate or non-verifiable, the Ownership Applicant may be subject to disqualification.

11.38. Qualified Occupant. Any person who is not the Subject Property Owner, and who occupies the Subject Property as his or her Primary Residence in compliance with this Covenant.

11.39. Qualified Owner. Any person or entity with an ownership interest in the Subject Property, who maintains such ownership in compliance with this Covenant as provided for in Section 5; or the County, the Town of Telluride, or the Town of Mountain Village.

11.40. Qualified Purchaser. An Ownership Applicant who has received approval pursuant to the terms of this Covenant to purchase the Subject Property; or the County, the Town of Telluride, or the Town of Mountain Village.

11.41. Qualified Tenant. A Rental Applicant who has received approval pursuant to the terms of this Covenant to occupy the Subject Property pursuant to a rental or lease agreement executed by the Rental Applicant and the Qualified Owner. A person who receives approval as a Qualified Tenant must meet the requirements for approval as a Qualified Occupant for as long as they occupy the Subject Property.

11.42. Qualifying Income. Income earned from employment that either requires one's physical presence in the Telluride R-1 School District or that necessitates one's physical presence in the Telluride R-1 School District in order to provide goods or services to residents or visitors in the Telluride R-1 School District.

11.43. Rental Applicant. Any person who desires to occupy the Subject Property pursuant to a lease or rental agreement to be executed by the Rental Applicant and a Qualified Owner, and who submits a Rental Application and pays the appropriate Application Fee.

11.44. Rental Application. The form that a Rental Applicant submits to the Administrator to request approval as a Qualified Tenant, which requires certain documentation and information necessary to determine if the Rental Applicant satisfies the requirements for approval as a Qualified Tenant. The Rental Applicant must verify that all information provided in the Rental Application is true and accurate. If any of the information is determined to be inaccurate or non-verifiable, the Rental Applicant may be subject to disqualification.

11.45. Residential Property. (1) An individual residential dwelling that is developed with open yards on all sides of the dwelling unit, including all manufactured housing (pursuant to C.R.S. 30-28-115(3)) and all mobile homes on permanent foundations, but not including recreational or other wheeled vehicles; (2) a residential dwelling unit in a structure containing two or more such units, the living spaces of which are individually owned, the balance of the property (both land and building) is owned either in common by the owners of the individual units or by an association consisting of such owners; (3) one of at least two individually owned, unconnected residential dwelling units located on property owned either in common by the owners of such units or by an association consisting of such owners; or (4) a legally created parcel of land shown with a separate and distinct number or letter on a subdivision plat recorded in the Official Records, or a parcel described by metes and bounds with access to at least one dedicated public right-of-way and held under separate ownership; and that is zoned for Residential Use.

11.46. Residential Use. Real property that is used or legally could be used for non-commercial dwelling purposes.

11.47. Retired. A person who is more than 59 years of age and is receiving pension benefits, retirement benefits, IRA disbursements, or Social Security retirement benefits.

11.48. Secured Obligation. Any payment or other material obligation due to be performed under a promissory note secured by a deed of trust, mortgage, or other security instrument, encumbering the Subject Property.

11.49. Spouse. One's husband or wife by lawful marriage, or a person with whom one is a member of a Domestic Partnership.

11.50. Subdivision. The subdivision of land reflected in the County PUD/Subdivision Approval, which was established pursuant to the Subdivision Governing Documents.

11.51. Subdivision Governing Documents. The Subdivision was created pursuant to that certain General Declaration and Final Plat(s), as the same may be amended or supplemented from time to time, as described on attached **Exhibit "A"**.

11.52. Subject Property Owner. The person(s) or entity identified as such in this Covenant, inclusive of his/her/their heirs, successors, personal representatives, assigns, designees, lessees, licensees, grantees, transferees, or any other person or entity who has a present right to possess, use or convey a legally recognized and protected interest in the Subject Property.

11.53. Telluride Region. The area identified as such in the San Miguel County Master Plan.

11.54. Total Household Assets. The combined Net Assets of all Ownership Applicants and Contributing Occupants.

Section 12. General Provisions.

12.1. Recording of Covenant. This Covenant shall be recorded in the Official Records upon execution.

12.2. Covenant Running with the Land - Binding Effect. Each and every conveyance of the Subject Property, for all purposes, shall be deemed to include this Covenant and to fully incorporate all terms of this Covenant by this reference. This Covenant constitutes a real covenant and equitable servitude that runs with the Subject Property through the expiration of the Term and burdens the Subject Property for the benefit of the County, and shall be binding on the Subject Property Owner, and on the heirs, personal representatives, assigns, lessees and licensees, any transferee of the Subject Property Owner, and any other person or entity who becomes the Subject Property Owner of the Subject Property.

12.3. Procedures. The Parties recognize and agree that the County may from time to time adopt uniform procedures intended to further implement the provisions of this Covenant, including the administration of appeals to any decision rendered pursuant to this Covenant. The Procedures shall not materially differ from or alter any of the terms and conditions of this Covenant. Prior to adoption of the Procedures, the County shall make materials available for reasonable public review and comment and reasonable notice of the proposed action and right to review and comment shall be given the Subject Property Owner. The Procedures, when adopted, shall be made available at the County and Administrator offices.

12.4. Further Actions. The parties to any agreement contemplated under this Covenant agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.

12.5. Gender and Number. Whenever the context so requires in this Covenant, the neuter gender shall include any or all genders and vice versa, and the use of the singular shall include the plural and vice versa.

12.6. Non-discrimination. No person shall be discriminated against on the basis of race, national origin, sex, color, creed or physical infirmity.

12.7. Personal Liability. The Subject Property Owner shall be personally liable for any violations of this Covenant.

12.8. Severability. Should a court of competent jurisdiction find and determine that a specific provision or provisions of this Covenant are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Covenant, which shall remain legally valid and in full force and effect.

12.9. Successors. Except as otherwise provided herein, the provisions and covenants contained in this Covenant shall inure to and be binding upon the heirs, successors and assigns of the Parties.

12.10. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any Party hereto, except on the basis of a written instrument executed by the Parties hereto. Nothing in this Covenant shall be deemed to waive or otherwise limit any defenses or immunities that may be available to the County or the Administrator under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101. et seq., or other applicable law.

12.11. Counterparts. This Covenant may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed "hard copy" of the Covenant shall not be necessary but may be executed by the Parties.

12.12. No Third-Party Benefit. Except as herein provided, no person or entity, other than a Party to this Covenant, shall have any right of action under this Covenant. It is the express intent of the Parties hereto that any person or entity who is not a Party to this Covenant, but who receives services or benefits under this Covenant, shall be deemed an incidental beneficiary only.

12.13. Integration. This Covenant constitutes the entire integrated understanding of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties.

12.14. Captions. Captions are for convenience only and are not to be construed as defining or limiting in any way the scope of intent of the provisions of such Sections.

IN WITNESS WHEREOF, the Parties have executed this Covenant as of the Effective Date.

The persons executing this Covenant on behalf of the respective Parties to this Covenant hereby warrant and affirm their authority to enter into this Covenant on behalf of the named Parties hereto and warrant and affirm their authority to bind the named Parties hereto to all terms, conditions, and obligations contained in this Covenant.

SAN MIGUEL COUNTY, COLORADO:
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SAN MIGUEL,
STATE OF COLORADO

By: _____ Date: _____
,Chair

ATTEST: _____
Carman Warfield, Chief Deputy Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2021, by _____, as Chair of the Board of Commissioners of San Miguel County, Colorado, and by Carman Warfield, as Chief Deputy Clerk to the Board of County Commissioners of San Miguel County, Colorado.

Witness my hand and official seal.

_____ _____
Notary Public Date Commission Expires

ADMINISTRATOR:

SAN MIGUEL COUNTY HOUSING AUTHORITY

By: _____ Date: _____
, Chair

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2021, by _____, as Chair of the San Miguel County Housing Authority.

Witness my hand and official seal.

_____ _____
Notary Public Date Commission Expires

SUBJECT PROPERTY OWNER

By: _____ Date: 1.26.21
Andrew Tyler

_____ Date: 1-26-21
Sarah Tyler

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed, and sworn to before me this 26th day of January, 2021, by **Andrew Tyler and Sarah Tyler.**

Witness my hand and official seal.

_____ 5.30.2021
Notary Public Date Commission Expires

LINDSAY REIMANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054020478
My Commission Expires May 30, 2021

Exhibit "A"
(Lawson Hill Subdivision/PUD Governing Documents)

General Declaration(s) for Lawson Hill Subdivision/PUD: Lot 320-C

(1) Declaration for Lawson Hill, recorded April 16, 1992, at No. 276371 in Book 490 at page 925
(2) First Supplement to Declaration for Lawson Hill, recorded May 18, 1992, at No. 276937 in Book 492 at page 340;
(3) First Amendment to Declaration for Lawson Hill, recorded August 21, 1992, at No. 278961 in Book 496 at page 918;
(4) Declaration of Covenants, Conditions and Restrictions, recorded September 11, 1992, at No. 279394 in Book 497 at Page 901;
(5) Second Supplement to Declaration for Lawson Hill, recorded June 16, 1993, at No. 285307 in Book 512 at page 551;
(6) Second Amendment to Declaration for Lawson Hill, recorded November 8, 1993, at No. 288408 in Book 520 at page 86;
(7) Fourth Supplement to Declaration for Lawson Hill, recorded October 18, 1994, at No. 295198 in Book 536 at page 655;
(8) Party Wall Declaration Duplex Residences (Lots 22 A and B), recorded October 9, 1995, at No. 301166 in Book 551 at page 577;
(9) Declaration of Covenants, Conditions, Restrictions and Easements (Lots 322A and 322 B), recorded December 18, 1995, at No. 302403 in Book 554 at page 658;
(10) Fifth Supplement to Declaration for Lawson Hill, recorded August 12, 1996, at No. 306843 in Book 565 at page 1002;
(11) Third Supplement to Declaration for Lawson Hill, recorded August 14, 1996, at No. 306867 in Book 566 at page 34;
(12) Third Amendment to Declaration for Lawson Hill, recorded July 3, 1997, No. 313200 in Book 583 at page 601;
(13) Fifth Supplement to Declaration for Lawson Hill, recorded August 6, 1997, at No. 313760 in Book 585 at page 72;
(14) Correction of Third Supplement to Declaration for Lawson Hill, recorded March 19, 1999, in No. 325041;
(15) Fourth Amendment to Declaration for Lawson Hill, recorded February 19, 2002, at No. 347160;
(16) Fifth Amendment to Declaration for Lawson Hill, recorded March 28, 2002, at No. 348021;
(17) Declaration of Access and Utility Easements Including Use and Maintenance Provisions (Lot HUB-2A, Lot HUB-2B, Lot HUB-2C, Lot HUB-2D, Lot HUB-2E and Lot HUB-2F), recorded May 13, 2004, at No. 366153;
(18) Declaration of Access and Utility Easements (Lot HUB-2C), recorded May 13, 2004, at No. 366154;
(19) Declaration of Covenants and Use Restrictions (Lot HUB-2A, Lot HUB-2B, Lot HUB-2D, Lot HUB-2E and Lot HUB-2F), recorded May 13, 2004, at No. 366155;
(20) Sixth Amendment to Declaration for Lawson Hill, recorded March 17, 2006, at No. 382780; and any and all such other, if any, duly executed amendments or supplements to the Declaration (collectively and together with the Original Declaration, the "**Declarations**").

Final Plats for Lawson Hill Subdivision/PUD: Lot 320-C

(1) Plat for Lawson Hill, described as Lawson Hill, phase 1, recorded on April 16, 1992, at No. 276370 in Plat Book 1 at page 1272;
(2) Plat for Lawson Hill, described as Lawson Hill, phase 2, recorded on May 18, 1992, at No. 276936 in Plat Book 1 at page 1282;
(3) Insubstantial Amendment to Plat, recorded on September 11, 1992, at No. 279392 in Plat Book 1 at page 1353;
(4) Replat of Lot J in Lots J1 and J2, recorded November 6, 1992, at No. 280738 in Plat Book 1 at page 1373;
(5) Subdivision Exemption for Lot Line Adjustment, Lots 36A, 36B & tract 508-A, Phase 1 &2, recorded on January 8, 1993, at No. 282137 in Plat Book 1 at page 1398;
(6) Replat of Lot 211 into Lots 211A and 211B, recorded October 7, 1993, at No. 287768 in Plat Book 1 at page 1564;
(7) Map, described as Lawson Hill Retaining Wall, lots 14-18, recorded on January 21, 1994, at No. 289986 in Plat Book 1 at page 1626;
(8) Second Insubstantial Amendment to Plat, recorded on July 5, 1995, at No. 299682 in Plat Book 1 at page 1887;
(9) Plat for Lawson Hill P.U.D. Phase 9, recorded July 14, 1995, at No. 299816 in Plat Book 1 at page 1891;
(10) Substantial Plat Amendment of Lot 322, Phase 5, (Lots 322A & B), recorded December 12, 1995, at No. 302283 in Plat Book 1 at page 1959;
(11) Final Plat, Rezoning and Substantial P.U.D. Amendment to Lots 426 & Tract 509, recorded December 19, 1995, at No. 302452 in Plat Book 1 at page 1960;
(12) Rezoning and Substantial Amendment to Lawson Hill Final Plat and PUD, Lots 11, 12 and 13, Phase One and Two and Lot 425, Phase 9, recorded February 8, 1996, at No. 303353 in Plat Book 1 at page 1995;
(13) Substantial Plat Amendment to Lot F, Lawson Hill, Filing 6, recorded February 15, 1996, at No. 303470 in Plat Book 1 at page 1998;
(14) Subdivision Exemption for Essential Community Facilities for Lot 425, Phase 9, recorded April 25, 1996, at No. 304826 in Plat Book 1 at page 2037;
(15) Lawson Hill PUD, Phase 12, recorded April 25, 1996, at No. 304827 in Plat Book 1 at page 2039;
(16) Final Plat, Lawson Hill PUD, Phase 11, (Lots 314-316), recorded May 3, 1996, at No. 305016 in Plat Book 1 at page 2046;
(17) Insubstantial Amendment to Lot 26, Phase One and Two, recorded May 7, 1996, at No. 305068 in Plat Book 1 at page 2047;
(18) Second Substantial Amendment to the Final Plat of Lot B, Phase 2, recorded July 11, 1996, at No. 306255 in Plat Book 1 at page 2071;
(19) Telecam/Ilium Subdivision Exemption for Lot Line Adjustment between Lots P, 426, Q, Q-1. Tract 503, Preliminarily Platted Lot T, Tract 509, and Final Plat of Tract 509A, and Insubstantial Plat Amendment for Lot P, recorded September 11, 1996, at No. 307391 in Plat Book 1 at page 2105;
(20) Substantial Plat Amendment to Final Plat of Lot 425A, Phase 9, recorded September 12, 1996, at No. 307393 in Plat Book 1 at page 2111;
(21) Subdivision Exemption for a Lot Line Adjustment Between Lot P, Phase 9 and Lot 426, Phase 10, recorded May 15, 1997, at No. 312262 in Plat Book 1 at page 2238;

(22) Third Amendment to the Planned Community Map for Two Rivers Located on Lot P, Phase 9, Third Amendment to the Planned Community Map for Two Rivers Located on Lot P, Phase 9, (Lot C, Tracts 22, 23, 24 and 26), recorded July 29, 1997, at No. 313585 in Plat Book 1 at page 2261;

(23) Condominium Map for Sunshine Valley Condominiums Located on Lot P, Phase 9, recorded August 15, 1997, at No. 313918 in Plat Book 1 at page 2273;

(24) Second Amendment to the Condominium Map for Top of the Hill at Lawson Hill, Located on Lot O, Phase 1, recorded March 20, 1998, at No. 317668 in Plat Book 1 at page 2339;

(25) Condominium Map for Ridgeview at Lawson Hill, Located on Lot O, Phase 1, recorded March 20, 1998, at No. 317670 in Plat Book 1 at page 2340;

(26) Substantial Plat and PUD Amendment for Lots 406, 425-4 and 302-9/10, recorded July 28, 1998, at No. 320232 in Plat Book 1 at page 2410;

(27) Substantial Plat and PUD Amendment for Lots O, P, 314 and 315, recorded March 16, 1999, at No. 324971 in Plat Book 1 at page 2511;

(28) Subdivision Exemption for a Single Lot Split for Lot 400, recorded April 26, 1999, at No. 325920 in Plat Book 1 at page 2540;

(29) Substantial Plat and PUD Amendment for Lots 404, 405, 406, 407, 408, 414, 415, 417, 418, 421, 422 and 425-4, recorded May 10, 1999, at No. 326303 in Plat Book 1 at page 2548;

(30) Insubstantial Amendment to the Final Plat of Lot 33A, recorded June 2, 1999, at No. 326925 in Plat Book 1 at page 2576;

(31) Substantial Plat/PUD Amendment and Lot Line Adjustment of Lots 408, 414 and 425-4, Phase 9, (Lot 410), recorded August 2, 1999, at No. 328259 in Plat Book 1 at page 2604;

(32) Substantial Plat/PUD Amendment, Rezoning, Lot Line Adjustment and Road Standard Variance for Lots 6A, 6B, 316, 302-6 and Units 314-11, 314-12, 314-13, 315-1 and 315-2 of Elk Meadows, recorded October 28, 1999, at No. 330139 in Plat Book 1 at page 2628;

(33) Road Standard Exemption and Substantial Plat and PUD Amendment for Lot O, recorded December 21, 2000, at No. 338713 in Plat Book 1 at page 2840;

(34) Road Standard Exemption and Substantial Plat and PUD Amendment for Lot P, recorded December 21, 2000, at No. 338714 in Plat Book 1 at page 2842;

(35) Final Plat of Tract 501, Phase 13, recorded July 27, 2001, at No. 342838 in Plat Book 1 at page 2908;

(36) Insubstantial Plat Amendment of Lot 31, recorded November 14, 2001, at No. 345085 in Plat Book 1 at page 2961;

(37) Community Map for Ridgeview at Top of the Hill at Lawson Hill Subordinate Association, (Lot O, Unit 1), recorded December 18, 2001, at No. 345802 in Plat Book 1 at page 2974;

(38) Supplemental Community Map, Condominium Community of Rio Vistas, Phase II, at Top of the Hill at Lawson Hill Subordinate Association, Located on Lot O, Phase 1, recorded March 14, 2002, at No. 347699 in Plat Book 1 at page 2984;

(39) Fifth Supplement to the Condominium Map for Unit SV140 Sunshine Valley Condominiums Located on Lot P, Phase 9, recorded March 15, 2002, at No. 347719 in Plat Book 1 at page 2992;

(40) Subdivision Exemption for Lot Line Adjustment and an Insubstantial Plat Amendment for Lots 5B and 6, recorded June 18, 2002, at No. 349809 in Plat Book 1 at page 3033;

(41) Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, recorded November 22, 2002, at No. 353265 in Plat Book 1 at page 3077;

(42) Insubstantial Plat/PUD Amendment, Lot 322-A, recorded December 6, 2002, at No. 353578 in Plat Book 1 at page 3085;

(43) Substantial Plat/PUD Amendment for Unit SV-141, Sunshine Valley Condominiums, Located on Lot P, recorded January 15, 2003, at No. 354410 in Plat Book 1 at page 3095;

(44) Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, (314 -2 &3), recorded April 21, 2003, at No. 356713 in Plat Book 1 at page 3126;

(45) Correction Plat of Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, (314-2 &3), recorded June 27, 2003, at No. 358311 in Plat Book 1 at page 3156;

(46) Subdivision Exemption for a Lot Line Adjustment to Adjust Lot Lines Between Tract 503 and Lot Q and Insubstantial Plat Amendment to Eliminate Preliminary Platted Lot T, recorded July 11, 2003, at No. 358629 in Plat Book 1 at page 3158;

(47) Subdivision Exemption for Single Lot Split for Lot 309, and Lot Line Adjustment for Lot 309, Tract 509 and Tract 511, Phase 5, (509, 511,309-1-11), recorded September 17, 2003, at No. 360316 in Plat Book 1 at page 3186;

(48) Lawson Hill PUD, Phase 14, Final Plat and a Replat of Lots J1 and J2, filing 1 and a Replat of Tract 501, Filing 13, recorded October 9, 2003, at No. 360995 in Plat Book 1 at page 3199;

(49) Insubstantial Plat/PUD Amendment to Lots J1 and J2, A-1 and Tract 501-W, recorded November 17, 2003, at No. 362028 in Plat Book 1 at page 3211;

(50) Subdivision Exemption for Lot Line Adjustment of Tracts 501 and 505 and Final Plat of Tract 505, recorded January 21, 2004, at No. 363535 in Plat Book 1 at page 3226;

(51) Lawson Hill PUD, Phase 15, (502, 503-A, 508, 509-B & C, HI and L), recorded October 14, 2005, at No. 378712 in Plat Book 1 at page 3545;

(52) Lot HUB-2AF, A Subdivision Exemption for Lot Line Adjustment and Insubstantial Plat/PUD Amendment of Lot HUB-2A and Lot HUB-2F, According to the Subdivision Exemption for Single Lot Split and Insubstantial Amendment for Lot A-1, recorded July 14, 2006, at No. 385327 in Plat Book 1 at page 3682;

(53) Insubstantial Amendment to Tract 503, recorded September 26, 2006, at No. 387097 in Plat Book 1 at page 3734;

(54) Subdivision Exemption for Lot Line Adjustment for Tract 503, 509B and 509C, recorded September 26, 2006, at No. 387099 in Plat Book 1 at page 3735;

(55) Substantial PUC and Plat Amendment to Final Plat for Lots 440, 441, 442, 443, 444, Tract 516 and Lot2 Q-2 through Q-37, Substantial Plat and PUD Amendment and Rezoning for Lots Q, Q-1 and 426, recorded December 7, 2006, at No. 388898 in Plat Book 1 at page 3768;

(56) Subdivision Exemption for a Single Lot Split in an Existing Subdivision Insubstantial PUD Amendment for Lot 316, recorded June 12, 2008, at No. 402053 in Plat Book 1 at page 3969;

(57) Boundary & Topographic Survey Lot 407, Phase 9, recorded October 8, 2008, in Survey Book 1 at page 672;

(58) Single Lot Split in an Existing Subdivision for Lot 400, Phase 9, recorded May 29, 2009, at No. 407159 in Plat Book 1 at page 4193; and any and all such other, if any, duly executed amendments or supplements to the Plat.

AGENDA ITEM - 5.a.

TITLE:

9:40 am Consideration of appointing Gretchen Wells to the Lodging Tax Panel./MOTION

Presented by: Carmen Warfield, Chief Deputy Clerk
Time needed: 10 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

The panel is recommending Gretchen Wells as she meets the residency requirement of the R2 School District and also owns a bed and breakfast that fulfills the appointment of the tourism industry.

To approve as presented.

INTRODUCTION/BACKGROUND:

The Lodging Tax Panel received two applications for appointment. Under the membership and term of the bylaws state "Members of the Panel shall be appointed from the tourism industry for terms of no more than two years but shall serve at the pleasure of the Board. At least one of the panel members shall be a resident of the R2 School District".

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Request for Appointment	1/19/2021

Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Online Form Submittal: County Boards and Commissions Request for Appointment

1 message

noreply@civicplus.com <noreply@civicplus.com> Tue, Jan 19, 2021 at 2:03 PM
Reply-To: gretchen.wells@gmail.com
To: bocc@sanmiguelcountyco.gov

County Boards and Commissions Request for Appointment

Step 1

San Miguel County Boards & Commissions Request for Appointment	
Name of Board or Commission:	Lodging Tax Panel
Reappointment?	No
	(Section Break)
First Name	Gretchen
Last Name	Wells
Email	gretchen.wells@gmail.com
Address1	PO Box 604
Address2	*Field not completed.*
City	Norwood
State	Co
Zip	81423

Step 2

San Miguel County Boards & Commissions Request for Appointment	
Professional Background/Personal Interests	I have lived in Norwood for 40 years and love Norwood and Wright's Mesa. I recently retired from being the town clerk of Norwood. I feel like I'm in tune with the varied needs and personalities of our Mesa and can represent it well.
Reasons for interest in serving on this board	My husband and I own a short term rental about a mile and half from Norwood. I would like to serve the Norwood area knowing we are different from the east end. In a perfect world I think we all realize we could compliment each other if we work together. As I stated earlier, I love this area.

Email not displaying correctly? View it in your browser.

AGENDA ITEM - 5.b.

TITLE:

9:50 am Consideration of appointing Laurel Henderson to the Lone Cone Public Library Board of Trustees./MOTION

Presented by: Carrie Andrew, Director
Time needed: 10 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To approve her appointment.

INTRODUCTION/BACKGROUND:

Laurel is a teacher and is unable to attend. Carrie Andrew, Library Director will present. See attached request for appointment.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Request for Appointment	1/29/2021

Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Online Form Submittal: County Boards and Commissions Request for Appointment

1 message

noreply@civicplus.com <noreply@civicplus.com>
Reply-To: laurelannhenderson@gmail.com
To: bocc@sanmiguelcountyco.gov

Wed, Jan 27, 2021 at 4:06 PM

County Boards and Commissions Request for Appointment

Step 1

San Miguel County Boards & Commissions Request for Appointment

Name of Board or Commission:	Norwood Lone Cone Public Library Board of Trustees
Reappointment?	No
	(Section Break)
First Name	Laurel
Last Name	Henderson
Email	
Address1	
Address2	*Field not completed.*
City	Telluride
State	CO
Zip	81435

Step 2

San Miguel County Boards & Commissions Request for Appointment

Professional Background/Personal Interests	I presently teach English as a second language and Spanish at the Telluride Middle School. This is my tenth year teaching (my third in Telluride) and I formerly taught high school English in Aspen, and in Quito, Ecuador. Prior to earning my master's degree in Education, I wrote for the Daily Times Call newspaper in Longmont and I earned a bachelor's degree in Communication from the University of Colorado.I am bilingual in Spanish and English. I have also waited tables, taught snowboarding and led outdoor education trips for teens, among many other jobs. I am also presently a online examiner for the International Baccalaureate curriculum, manage two Airbnbs in Telluride and help my husband run SOL Paddle Boards.

	My personal interests include ranching, gardening, running, reading, writing, raising my 7-year-old daughter, spending time camping with my family, skiing, and cooking. I also love to travel and spend time in other cultures.
Reasons for interest in serving on this board	I am interested in serving on this board because I want to contribute to the community of Norwood. My mom moved to Norwood when I was 15-years-old and my family and I recently left our home in San Bernardo to move to Norwood. I am looking to build relationships and lend my hand in continuing to make Norwood wonderful. The library is such a gem of a resource and we are fortunate to have it as a hub in our community. I believe that I'm a good fit because I know the community, I am organized, open-minded, dedicated and will work hard get locals in the library doors. In addition, I speak Spanish and want to be a liaison to our local Latinx population. The library is much more than books alone and I want to be a part in discovering the amazing ways we can engage our locals. Please let me know if you would like additional information to be considered.

Email not displaying correctly? View it in your browser.

AGENDA ITEM - 6.a.

TITLE:

Annual review of the Schmid Family Ranch Special Use Permit.

Presented by: John Huebner, Senior Planner
Time needed: 15 mins

PREPARED BY:

John Huebner, Senior Planner

RECOMMENDED ACTION/MOTION:

Recommendation
Staff recommends that no changes be made to the Schmid Family Ranch, LLC Sporting Uses and Social & Scenic Uses Special Use Permit, and that no additional annual reviews be scheduled

Sample Motion:
I move to approve that no changes be made to the approved Schmid Family Ranch Sporting Uses and Social & Scenic Uses Special Use Permit, based on the finding that the administration and oversight of the approved Special Uses has complied with the terms and conditions of approval.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

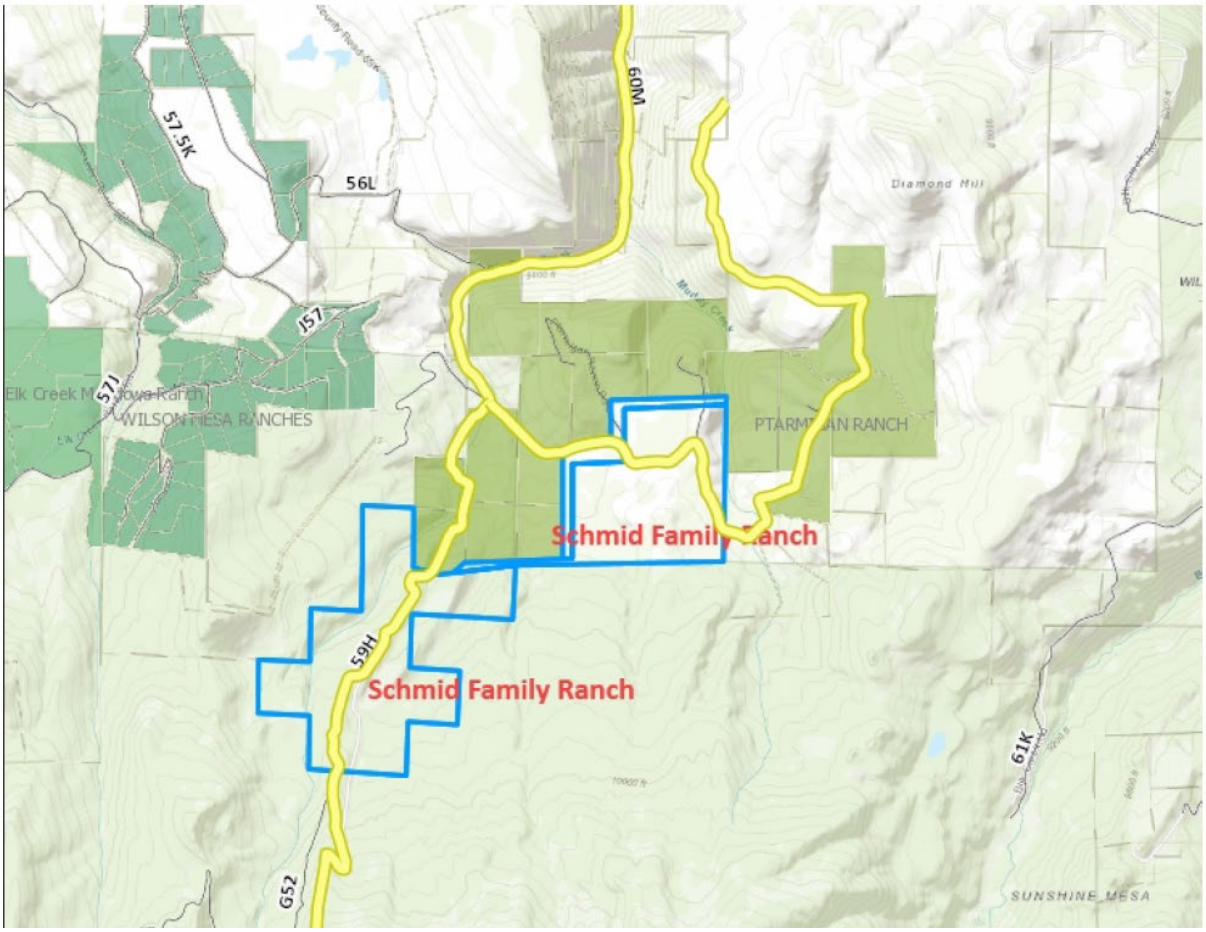
Description	Upload Date
Permit Second Annual Review	1/27/2021

M E M O R A N D U M

TO: San Miguel County Board of County Commissioners
FROM: John Huebner, Senior Planner
RE: Schmid Family Ranch, LLC Sporting and Social and Scenic Uses Special Use Permit Second Annual Review
DATE: February 3, 2021 [Z:\Applications\2018_Schmid Family Ranch Sporting Social Scenic Uses_SUP_Wilson Mesa\BOCC Review Report Schmid Family Ranch 020321.docx]

Background
The Board of County Commissioners in December 2018 conditionally approved a Sporting and Social and Scenic Uses Special Use Permit (SUP) for the Schmid Family Ranch (SFR), an 836.79-acre parcel on East Wilson Mesa in the Rangeland Grazing Zone District (BOCC Resolution 2018-030 is attached). An annual review of operations of this Special Use Permit is required after the first two calendar years by the San Miguel County Planning Commission and Board of County Commissioners. The first annual review occurred in January 2020.

Location Map (portion of County Roads 60M and 59H shown in yellow; SFR parcels shown in blue)



Permittee Report
Kayla Brack, Ranch Foreman for the Schmid Family Ranch reported that one (1) wedding, two

(2) photo shoots, three (3) cowboy camps, wagon and sleigh rides and three (3) hunting seasons, and various activities with Telluride Academy were hosted in 2020 at the Ranch. Most of the weddings scheduled this summer at the Ranch were cancelled due to the pandemic.

Public Noticing
Planning Staff sent notice via email to neighbors and interested parties, who provided comments on the Schmid Family Ranch Special Use Permit application, regarding the second annual review to be conducted by the San Miguel County Planning Commission (CPC) and Board of County Commissioners (BOCC). It was requested they make known their support, questions, comments or concerns regarding SFR's second year of activities allowed by the SUP.

No review comments were received from any individuals.

A Notice of the 1/13/21 CPC Public Meeting was published in the Norwood Post and Telluride Daily Planet on Wednesday, January 6, 2021.

Referral Agencies
A notice of the CPC and BOCC second annual review was sent to the Ptarmigan Ranch HOA Board, members of the East Wilson Planning Committee, Wilson Mesa Ranches HOA Board, the Bureau of Land Management, and the Telluride Fire Protection District soliciting comments.

Rob Roberts in a letter dated December 11, 2020, on behalf of the Ptarmigan Ranch Homeowners Association, reported no significant issues with SUP related activities this year, and that Kayla and Neil are great to work with. He requested that the BOCC extend the review period for an additional year due to cancellation of most events at Schmid Ranch because of pandemic.

Planning Commission Action
At their January 13, 2021 public meeting, the Planning Commission conducted its second annual review of the Schmid Family Ranch, LLC Sporting and Social and Scenic Uses Special Use Permit. The Planning Commission unanimously recommended to the Board of Commissioners that that no changes be made to the approved Schmid Family Ranch Sporting Uses and Social & Scenic Uses Special Use Permit, based on the finding that the administration and oversight of the approved Special Uses has complied with the terms and conditions of approval.

Recommendation
Staff recommends that no changes be made to the Schmid Family Ranch, LLC Sporting Uses and Social & Scenic Uses Special Use Permit, and that no additional annual reviews be scheduled

Sample Motion:
I move to approve that no changes be made to the approved Schmid Family Ranch Sporting Uses and Social & Scenic Uses Special Use Permit, based on the finding that the administration and oversight of the approved Special Uses has complied with the terms and conditions of approval.

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SAN MIGUEL COUNTY, CO
M. KATHLEEN ERIE, CLERK-RECORDER
12-04-2018 08:31 AM Recording Fee $0.00

RESOLUTION OF THE BOARD OF COMMISSIONERS, SAN MIGUEL COUNTY, COLORADO, CONDITIONALLY APPROVING A SPORTING USES AND SOCIAL & SCENIC USES SPECIAL USE PERMIT, RANGELAND GRAZING ZONE DISTRICT, FOR SCHMID FAMILY RANCH, LLC ON EAST WILSON MESA

Resolution 2018-030

WHEREAS, Kayla Brach, Ranch Foreman on behalf of the Schmid Family Ranch, LLC (Applicant), owner of the Schmid Family Ranch, an 836.79-acre parcel on East Wilson Mesa in the Rangeland Grazing (RG) Zone District, seeks a Special Use Permit (SUP) to allow Sporting Uses (hunting, cross-country skiing, horse-drawn sleigh/wagon rides) and Social and Scenic Uses (weddings, meetings, retreats, reunions / photo shoots, and commercials). The main ranch headquarters is located at 4553 Silver Pick Road (CR 60M), approximately 5 miles south of State Hwy 145 and approximately 10 miles west of the Town of Telluride;

WHEREAS, the Schmid Ranch lies north of and is adjacent to the Uncompaghre National Forest, in close proximity to Lizard Head Wilderness Area. The property to the west includes the Lizard Head Wilderness Ranch, formerly known as "Faraway Ranch; and Wilson Mesa Ranches. Those properties are zoned Forestry, Agricultural, and Open (F). The properties adjoining and neighboring the Schmid Ranch are parcels within Ptarmigan Ranch, which are zoned Rangeland Grazing. The properties to the east consist of relatively large parcels, some of which are owned by several original members of the East Wilson Mesa Planning District. Those properties are primarily used for cattle grazing with a few residences;

WHEREAS, the Schmid Ranch is subject to a Conservation Easement (CE), administered by the San Miguel Conservation Foundation (SMCF). The provisions of this Conservation Easement, which was accomplished in 2004 & 2005, among other things retired seventeen (17) Development Rights, i.e. 35-acre parcels and their associated residential development. The purchase of this Conservation Easement was made possible by the Schmid Family's willingness to enter into this CE through a bargain sale of development rights to SMCF, private donations from local individuals, including Wilson Mesa neighbors, and funding from SMCF, San Miguel County, The Nature Conservancy, and Great Outdoors Colorado. SMCF is the holder of the permanent Conservation Easement on the Schmid Ranch, which is intended to protect, preserve, and maintain the ongoing private ranching, agricultural and historic use of the property in perpetuity;

WHEREAS, the First Deed of Conservation Easement, Schmid Family Ranch, Wilson Mesa, Colorado dated June 9, 2004, is recorded at Document ID 366992, and the Amendment to the First Deed of Conservation Easement and Second Deed of Conservation Easement, Schmid Family Ranch, Wilson Mesa, Colorado dated January 7, 2005, is recorded at Document ID 371621;

WHEREAS, the Rangeland Grazing Zone District was adopted by the BOCC in 1979 and only applies to specific properties on East Wilson Mesa known as the "East Wilson Mesa Planning District". Carolyn Homewood, Orville Schmid and Kirk Alexander were the original members of

the East Wilson Mesa Planning District Commission. One of the reasons this Planning District was formed and the RG Zone District was created at the time by the large ranching landowners on East Wilson Mesa was to prohibit the development of a hotel, convention and corporate retreat center on the mesa and to protect and preserve the ongoing agricultural and ranching uses on the mesa. The RG Zone District is intended for the grazing of livestock, and for other uses related to, attendant to, and compatible therewith. The RG Zone District also allows Single-family residences on at least 35-acres;

WHEREAS, in 2006 the RG Zone District was amended by the Board of County Commissioners (BOCC), per BOCC Resolution 2006-33, to allow specific Sporting and Social/ Scenic Uses by Special Use Permit subject to Two-step Planning Commission and Board of County Commissioner Review subject to specified review standards. To be eligible to apply for a Special Use Permit to allow the referenced "Special Uses" the subject property must be 320 acres or larger in size and must be subject to a permanent Conservation Easement, or a similar legally binding preservation instrument, that is intended to protect, preserve and maintain the ongoing private ranching, agricultural and historic use of property in perpetuity;

WHEREAS, the terms and standards for allowing Special Uses in the RG Zone District were drafted to reflect and be consistent with the intent and terms of the Conservation Easement on the Schmid Family Ranch that is held by the San Miguel Conservation Foundation. If such SUP is granted, because of the unique terms of the RG Zone District requiring a CE, it is granted specifically to the applicant and/or the owner, does not run with the land, and is not transferable to another owner. The RG Zone District also identifies Uses that are Expressly Prohibited. For example General Commercial Uses including but not limited to hotels, motels, restaurants, mobile home parks and convention retreat centers are expressly prohibited;

WHEREAS, a prime review standard for approving a Special Use Permit to allow both Sporting Uses and Social/Scenic Uses, as identified in the RG Zone District, and CE, is determining that such uses are consistent with the historic uses and frequency of use of the property and the terms of the conservation easement. The language in the applicable SMCF CE in listing potential commercial uses, collectively Sporting and Social-Scenic Uses includes a further statement regarding "Consistent Use of the Property" "as well as other commercial uses which have historically occurred on the property or as may be approved by Grantee (SMCF) if the conservation entity finds all such uses are conducted in a manner consistent with the purposes of the Easement and Conservation Values"; i.e. preserving a working ranch;

WHEREAS, Special Use Permits in the RG Zone District are subject to Two-Step Planning Commission and Board of County Commissioner Review in accordance with Land Use Code Sections 5-318-D. Uses Allowed in the RG Zone District by Special Use Permit, 5-318-E. Review Standards for all RG Special Uses and 5-10 Special Uses;

WHEREAS, on July 30, 2018 the Planning office received the Schmid Family Ranch, LLC's application for a Special Use Permit. On August 10, 2018 the Planning Director issued an application complete letter certifying that the submitted application met the minimum submission requirements for an SUP in the RG Zone District. On August 29, 2018 and again on September 5, 2018 Kayla Brack submitted updated information as a supplement to the original

SUP application. A copy of the original SUP application and supplements are included in the Public Hearing Record for this SUP application;

WHEREAS, the SUP application was referred to the County Attorney, County Environmental Health Specialist, County Road & Bridge Director, San Miguel Conservation Foundation, Colorado Parks & Wildlife, the Norwood District Forest Ranger, Telluride Fire Protection District, Ptarmigan Ranch Homeowner's Association Board, Wilson Mesa Ranches Homeowners Association, and East Wilson Mesa Planning Committee for review and comment;

WHEREAS, in an August 6, 2018 letter, Christopher Hazen Executive Director of the San Miguel Conservation Foundation (SMCF), states he is writing concerning the Schmid Family Ranch, LLC (SFR) Special Use Permit application and the relevant terms of the Conservation Easement (CE) on the SFR lands. The CE has a specific set of allowed/restricted uses for the SFR and these limitations are binding in perpetuity, thus limiting the revenue opportunities on the property. The continued presence of the Schmid Family (on their historic ranch) is of paramount importance to SMCF and we remain an active partner with the management team at SFR to help advance their operating capacity while ensuring the terms of the CE are upheld, as required by law. The proposed special uses at SFR, identified in the SUP, are compliant with the terms of the CE based on defined general uses and commercial "Sporting Uses", certain latitude exists in the CE language to determine if uses are occurring in a manner "*consistent with the historical use and frequency on the Property*". The interpretation of the CE language requires a level of reasonable/rational agreement between the parties, and SMCF finds that the proposed activities and their proposed frequencies are consistent with historic activity levels. The proposed uses and their frequency are based on business planning and proforma exploration to meet baseline revenue goals for the ongoing operations at SFR. SMCF is in agreement with the revenue targets for operations at SFR and wishes to see the issuance of the SUP to help ensure the future solvency of SFR;

WHEREAS, in an August 23, 2018 email, Betty Miller, President of Wilson Mesa Ranch Homeowners Association (HOA), stated that the Wilson Mesa HOA has no objections to a special use permit for the Schmid Ranch for weddings and special events. We are in favor of the granting of the special use permit;

WHEREAS, in an August 31, 2018 letter Rob Roberts on behalf of the Ptarmigan Home Owner's Association (HOA) Board states that the Ptarmigan Ranch HOA fully supports the Schmid Family's Ranch desire to have a SUP that covers some low-impact commercial activities that support the family ranching operation. The HOA Board's letter goes on to state however that HOA and neighbors in Ptarmigan Ranch have some concerns with the application as it is presented, as it lacks specifics that are necessary for the HOA Board to fully evaluate what is being requested. This letter goes on to list some of the concerns with some of the specific uses being proposed and identifies specific limits recommended for these various uses to include requests for further specification. The letter from the HOA Board also asks that if the SUP is approved at some point it's requested that there be some kind of compliance process enacted and an opportunity for neighbors to provide feedback to the County on the impact of these activities on the area. There is also a statement that they believe a continuation is warranted pending receipt of an updated application that allows for additional comments;

WHEREAS, in a letter dated August 31, 2018 from Cameron, Leland and Tegan Jones, David & Kerry Alexander, and PK Homewood provides their comments on the Schmid Ranch LLC's application for a Special Use Permit. The letter states that not enough information has been provided to determine the extent of impacts on neighboring properties and are requesting that the Planning Department delay any ruling on this application until SFR has provided more detailed information concerning each of the various types of events that are proposed and being requested as part of this SUP application;

WHEREAS, in a September 7, 2018 email, Chris Smith, County Environmental Health Specialist, states the Schmidt Family Ranch application does not require food establishment regulation. Licensed caterers, and mobile food service facilities are equipped to provide food and beverages in remote locations safely. They use regulated facilities for food preparation and storage, and for servicing water use. Similarly, licensed childcare providers are equipped and trained to assure hand hygiene for disease prevention when students are working with animals and food;

WHEREAS, the applicant sent Notice of the proposed application which indicated that the application was scheduled for consideration by the County Planning Commission (CPC) at a public meeting to be held in Placerville on September, 12, 2018, to all property owner's within 500 feet of the subject property and to additional owners of property on Wilson Mesa as identified and requested by the Planning Department. The applicant also posted a sign on the property to provide Notice concerning this application including information on the time, date and location of the September 112, 2018 meeting in Placerville. A copy of the mailing list and Notice to Property Owners is included in the Public Hearing Record, a copy of the Public Hearing Record is attached to this resolution as Exhibit "A";

WHEREAS, the Planning Department received letters from Rob Blakney, Manager of the Lizard Head Wilderness Ranch, Mark Shambaugh, Diane & Stanley Kipfer, and Lois Duncan Lyon, neighboring landowners on East Wilson Mesa in support of the Schmid Ranch application for a Special Use Permit;

WHEREAS, in a letter dated August 31, 2018 Amy Cannon, neighboring landowner, states the Schmid Family Ranch's desire to have a Special Use Permit that covers some low-impact commercial activities that support the family ranching operation is a reasonable pursuit and I am in favor, generally, of their goals. As adjoining neighbors to the upper place, I have a particular interest in road safety, hunting practices, no trespassing on our property, prompt cleanup of balloons and other road signs so not to become ground trash, compliance with county fire ban regulation for party campfires and a respectful noise level with a time limit on music in evening hours during special events. I feel these are sensible and achievable concerns to accommodate. I agree with the letter submitted from the Ptarmigan Ranch Board President, Rob Roberts, to the Planning Commission. It clarifies our concerns for more details, which need to be defined for these uses. In brief, we support the Schmid family's ability to conduct limited, low-impact commercial operations to provide supplemental income to the working ranch;

WHEREAS, the Planning Department Memorandum for the CPC's September 12, 2018 meeting included an overview / summary of the SUP application including supplemental information submitted by Kayla Brack, Ranch foreman and a member of the Schmid Family Ranch (SFR), LLC Owners / Board of Managers. The staff memo also discussed the original purpose and subsequent 2007 amendment to the Rangeland Grazing Zone District, the Schmid Ranch property and the Conservation Easement administered by the San Miguel Conservation Foundation, the SUP Review Standards, Comments from Referral Entities including the Ptarmigan Ranch Homeowners Association and the East Wilson Mesa Planning Committee, written Public comments and finally County Planning Department Comments and the recommendation to continue this matter to allow time to clarify several matters and allow time for the Planning staff to present specific recommended conditions of approval for the CPC's consideration;

WHEREAS, at the September 12th County Planning Commission meeting held in the Placerville School House following a site visit, discussion, and hearing public comment, the CPC voted unanimously to continue its consideration of this SUP application to its next regular meeting to be held on October 10, 2018 at 10:00 am in the BOCC meeting room in Telluride;

WHEREAS, prior to the October 10, 2018 CPC meeting the Planning Director provided a 2nd staff memorandum to the CPC dated October 10, 2018. This 2nd Memo to the CPC sets out the various Special Uses that have been applied for by the SFR, identifies each of the proposed uses and recommends specific limits and conditions for each of these uses or activities for the CPC's review and consideration in making its recommendation to the BOCC. This Memo also discusses and proposes a Review Period for this particular Special Use Permit application;

WHEREAS, one of the Planning staff's considerations in making a recommendation to the CPC concerning this Special Use Permit application was striking a fair and reasonable balance acknowledging the requests from the Ptarmigan Ranch Home Owner's Association Board and the East Wilson Mesa Planning Committee Owners for the applicant to provide more detailed information or specifics concerning the proposed uses, frequency of such uses, and where these uses will occur on the ranch; while considering comments from a number of neighbors who not only supported the application but asked the Planning Commission to provide the Schmids some flexibility as to allowed uses, frequency, etc. and not be over regulatory in applying limits and conditions on this SUP so they can generate enough income to support the operation of this private "historic "working ranch into the future;

WHEREAS, the back-up material for the CPC's October 10, 2018 meeting included written comments from Ryan Righetti, Road and Bridge Director, Rob Roberts, President of the Ptarmigan Ranch HOA Board, as well as, a letter from Pepper Raper on behalf of the Telluride Historical Museum in support of the application;

WHEREAS, in an October 8, 2018, letter Ryan Righetti, County Road and Bridge Director, states that Road and Bridge has reviewed the Special Permit Application for Sporting and Social/Scenic Uses submitted by the Schmid Family Ranch and has determined that there will be minimal impacts to the County Road or Right-of-Way. Under the definition and description submitted in the travel plan for these events, additional vehicular traffic will not require warning

or advisory signage for motorists on County Road 60M. Road and Bridge requests a one year review upon issuance of any Special Use Permit to monitor impacts of the County Road and Right-of-Way. If no problems are observed and use is consistent with the descriptions submitted per plan, then no special or additional conditions will be required. If impacts from any event may require use of the County Road or Right-of-Way that has been determined to be above normal use, or if the County Road or Right-of-Way is used for storage or parking of vehicles or equipment, the applicant will be required to submit a request for a Special Construction Permit for each event;

WHEREAS, in an October 9, 2018 letter Mr. Roberts, on behalf of Ptarmigan Ranch HOA, states that they appreciate the work that Kayla Brack and others from the Schmid family have done to further clarify and define the requested activities; overall, the Ptramigan Ranch HOA supports the recommendations made by the Planning Director in his October 10, 2018 memo --- we realize what Mike has offered provides a compromise to the sometimes competing interests of the different parties. Since those in Ptarmigan are most affected by these commercial uses, they appreciate being heard and their concerns considered. The letter then identifies two specific concerns: 1. It is requested that the cap on the number of guests at weddings at the Upper Place should be reduced from 250 to 200 2. It is requested that rather than allowing amplified music until 12:00 am that as a compromise the HOA is requesting to have the music stop by 10:00 pm. The letter explains the reasoning / rationale for both requests in some detail. Finally, Ptarmigan Ranch reiterates its support for a feedback and compliance process over the indefinite period of time the SUP would be in effect and supports the Review Period (procedure) spelled out in staff's October 10th memo to the CPC;

WHEREAS, in making its recommendation to the CPC, Planning staff noted that the recommended caps or limits on the number of events and special uses are the maximum number(s) allowed and it is not anticipated that the SFR will always have this number of events and special uses at the ranch in each given calendar year;

WHEREAS, during the CPC's consideration of this SUP application at its October 10, 2018 meetings it was asked if the number of events being proposed in this application, for example with a limit of nine (9) weddings to include events, reunions and meetings is there enough of these commercial uses and activities to sustain the private ranching operation. This issue and question was responded to by Chris Hazen, SMCF, at the October 10th meetings where he commented that the numbers in the application were developed collaboratively with the applicant based on the historic use and best judgement. He then stated he did not think it's appropriate to suggest or recommend more events or frequency of events as a part of this SUP application. Mr. Hazen requested the CPC consider the application as presented and not to suggest an "uptick" in the number of weddings or similar events;

WHEREAS, at its regular meeting held on Wednesday October 10, 2018 following its consideration of this application, along with referral comments and public comment provided prior to and during this public meeting, the County Planning Commission unanimously recommended conditional approval of the Schmid Family Ranch, LLC Special Use Permit application subject to specific recommended terms and conditions for each of the listed Sporting and Social/Scenic Uses in the SFR SUP application. In making its motion the CPC made a

finding that the Schmid Family LLC (SFR) Special Use Permit (SUP) application is consistent with the intent of the Rangeland Grazing (RG) Zone District and meets the Review Standards for all RG Special Uses as set forth in LUC Section 5-318 E. I. through IV. The CPC also made a finding that the proposed Special Uses, as requested, are consistent with and compatible with the Character of the Neighborhood and surrounding land uses, and found that their recommendation includes terms and conditions to minimize adverse impacts associated with these uses and activities in accordance with the LUC 5-10 Special Use Review standards.

WHEREAS, the CPC's recommended terms and conditions of approval of the SFR SUP application are set forth in the minutes from the October 10, 2018 CPC meeting and are also included within the Planning Director's November 13, 2018 Memorandum to the Board of County Commissioners;

WHEREAS, a Public Hearing Notice for the proposed SUP application and the Board of County Commissioners meeting to be held on November 13, 2018 was published in the Norwood Post and the Telluride Daily Planet on October 24, 2018;

WHEREAS, the Applicant sent Notice of the proposed application and the Board of County Commissioner (BOCC) Public Hearing to be held on November 13, 2018 to all property owners within 500 feet of the subject parcel and to additional property owners on East Wilson Mesa that were identified by the Planning Department, and a sign was posted on the property Noticing the proposed use and the BOCC meeting to be held on November 13, 2018;

WHEREAS, in a November 12, 2018, email Ryan Righetti, County Road and Bridge Director, states that my response, to Ptarmigan Ranch HOA asking the County or the Schmid Family Ranch LLC to commit to additional summer maintenance to 59H (e.g.) road grading if needed due to the extra traffic, would be that to my recollection, the permit would be approved with the understanding that a one year review would be done. If we determine that damage to the road is occurring from additional traffic caused by the Schmid Ranch's Special Use, Road and Bridge would require corrective action and road repair. In addition, a permit would be required for future uses with conditions attached to address any related issues and ensure mechanisms are in place to repair damage to the roadway. From our initial review of the permit and proposed activities, Road and Bridge does not feel the additional impact to the roadway will cause premature breakdown of the road surface or structures. Road and Bridge will respond to calls or complaints when received or if problems ore occurring and documented;

WHEREAS, in a November 13, 2018 letter Mr. Roberts, on behalf of Ptarmigan Ranch HOA, states that our greatest concern at this point is that the eventual SUP that is granted does not violate the Rangeland Grazing Zone that specifically limits the SUP to commercial activities that have occurred historically in frequency and kind. The limits outlined in the Planning Commission's recommendation are at (or above) the maximums that have actually occurred in the past (according to our own observations, and to what has been communicated earlier by Chris Hazen and the Schmids). We recognize that SFR does not want to have too-low limits that will constrain what they might be able to do for a particular event or season. But all have acknowledged that these limits set an upper bound and are not intended to set a new standard for the frequency or size for these inter-related businesses. As stated in the current recommendation:

"I would note that the following recommended caps on the number of events and special uses are the maximum number(s) allowed and it is not anticipated that SFR will always have this number of events and special uses at the ranch in each given calendar year." We requested that some caps on overall amount of activity be defined. We also asked that a yearly list of commercial activities be submitted to the County for transparency and compliance. The current version of SUP conditions did not include either. The SUP provides for a review process that allows neighbors to provide the County feedback concerning compliance to the terms of the SUP and any problematic impacts that might necessitate a review and possible modification of the SUP. We strongly support maintaining these components of the SUP conditions. We also strongly endorse not further upping the number and size of events that are listed in the Planning Commission's recommendation. We would again request an earlier stop time than 12 AM. In addition to the noise, the traffic coming down 59H at 1 to 2 AM (and potentially later) is disruptive to neighbors. Finally, we would like the County or the Schmid Ranch LLC to commit to additional summer road maintenance to 59H (e.g., road grading) if needed due to the extra traffic. The road has minimal County maintenance, which makes sense when the usage is minimal, but not when the condition of the road become dangerous due to increased summer traffic;

WHEREAS, the Board of Commissioners of San Miguel County, Colorado, considered this application, along with relevant evidence and testimony, at a public hearing in Telluride on November 13, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of San Miguel County, Colorado, unanimously approves the Schmid Family Ranch, LLC Special Use Permit application as recommended by the CPC subject to the following specific changes as follows:

- The BOCC struck the reference to corporate events and referred only to events.
- The BOCC added language to condition #5 Weddings to state, "It is recommended and encouraged that the music from bands or amplified music stop at 10:00 pm but it shall stop no later than midnight (12 am)" … The BOCC also added language to state "The applicant (Ranch Manager) will continue to make a good faith effort to reduce the impact of noise on neighbors from amplified music at the Upper Place."
- The BOCC added condition #13 Weddings to state "If a scheduled Wedding or Event is planned for 175 or more persons the Ranch Manger shall provide notice of the event to neighbors adjoining the Schmid Ranch and the neighbors who own property along CR 59H, as well as, the Ptarmigan Ranch HOA Board."
- The BOCC modified language concerning the Review Period to state there shall be an annual review of this conditionally approved Special Use permit after each of the first <u>two</u> full calendar years of operation (January 2020 <u>& January 2021</u>). The BOCC also modified language in this paragraph to state the CPC <u>shall</u> then make its recommendation to the BOCC as to any recommended changes to the approved SUP, if any.

BE IT FURTHER RESOLVED based on the recommended terms and conditions identified below for each of the listed Sporting and Social and Scenic Uses the BOCC finds that the Schmid Family LLC (SFR) Special Use Permit (SUP) application is consistent with the intent of the Rangeland Grazing (RG) Zone District and meets the Review Standards for all RG Special Uses as set forth in LUC Section 5-318 E. I. through IV. The BOCC also finds that the proposed Special Uses, as requested, are consistent with and compatible with the Character of the

Neighborhood and surrounding land uses and include terms and provisions to minimize adverse impacts associated with these uses and activities in accordance with the LUC 5-10 Special Use Review standards. The BOCC approval of the SFR SUP application based upon the above findings is subject to the following terms and conditions:

General Conditions:

1. This SUP consistent with LUC Section 5-318 E. IV is granted specifically to Schmid Family Ranch, LLC and does not run with the land and is not transferable to another owner.

2. The SUP approval is subject to all written representations in the SUP application to include all written supplements unless modified or made more restrictive by the BOCC terms and conditions of approval.

Weddings:

1. Weddings are to primarily occur at the Upper Place, as a seasonal use, between May through November when CR 59H is open and doesn't require winter maintenance (snow plowing).

2. The maximum number of Weddings that may be held, which also includes Events, Reunions and Meetings, shall be limited to a maximum of nine (9) per calendar year.

3. The maximum number of guests or attendees at a Wedding at the Upper Place or the other uses identified above is set at a cap of 250 persons.

4. If the Wedding or Event is planned to have more than 30 persons, or if the event includes having a bar to serve guests alcohol, the wedding party or event planner shall make arrangements for carpooling guests in vans (e. g. Telluride Express or Mountain Limo) consistent with the terms of the use agreement with the SFR. The pick-up points for transit shuttles shall be from locations in Telluride or other locations not to include pick-up and parking on lower Silver Pick Road.

5. It is recommended and encouraged that music from bands or amplified music stop at 10:00 pm but it shall stop no later than midnight (12 am) unless an arrangement has been made with the neighboring property owner to the north located at 634 CR 59H to extend such music to a later hour. The applicant (Ranch Manager) will continue to make a good faith effort to reduce the impact of noise on neighbors from amplified music at the Upper Place.

6. The Schmids are providing the location for these Weddings and Events but the wedding party or event planner is responsible for the catering, providing sanitary facilities (porta-potties), packing out trash, and using signs to direct guests to the Upper Place.

7. Any and all events at the Upper Place shall comply with the applicable provisions of Fire Restrictions that may be in place at the time of the event.

8. The SUP application as represented indicates the Schmids are not planning or proposing to construct any new buildings or structures specifically to house or facilitate Weddings or other types of Events identified herein,

9. The parking for Weddings and similar Events shall be provided on the ranch property and not within the County Road Right-of-Ways.

10. Of the maximum number of Weddings, Events, Reunions and Meetings, (9) per calendar year, no more than two (2) Weddings or similar Events of more than 30 persons but not more than 200 persons shall take place at the main ranch headquarters per calendar year. This limit does not include weddings or events held for family members where the SFR is not charging a fee for use of the property or barn.

11. Weddings and/or Events, Reunions, and Meetings, held at the main ranch headquarters are subject to the same standards as Weddings or Events held at the Upper Place as set forth herein except for the limits on the number of Weddings and above referenced Events (2) and the maximum number of persons that may attend (200).

12. Music from bands or amplified music at the main ranch headquarters shall occur within the barn and shall stop no later than midnight (12:00 am) unless an arrangement has been made with the neighboring property owners within Ptarmigan Ranch, i.e. a written agreement with the Ptarmigan Ranch HOA Board.

13. If a scheduled Wedding or Event is planned for 175 or more persons the Ranch Manager shall provide notice of the event to neighbors adjoining the Schmid Ranch and the neighbors who own property along CR 59H, as well as, the Ptarmigan Ranch HOA Board.

Hunting:

1. The Schmids host hunters on their property at the Upper Place each of the CPW hunting seasons except for one reserved for family use. There are four to five hunting seasons a year (Archery, Muzzle loading, 1st rifle, 2nd rifle, 3rd rifle and 4th rifle; CPW occasionally adds a 5th season in Unit 70. The length of seasons vary, and there is a short break between each season. Archery season starts in August and if there is a 5th rifle season it ends in December.

2. The hunters hunt on the ranch for a fee but the Schmid Family Ranch LLC is not outfitting or guiding; rather they show hunters the property boundaries, inform them that there is no hunting on neighboring properties, and watch to see that they are following the CPW wildlife and hunting rules. They may assist in packing out a guest's animal.

3. If hunting is to occur on portions of the ranch, such as the "hay" field that adjoin lots in Ptarmigan Ranch, where hunting is not permitted, instructions and care should be given so hunters do not trespass on neighboring properties either to access hunting areas or retrieve animals.

4. There is a maximum of 10 hunters with hunting tags per each season and the hunters stay at the Upper Place on the ranch using the existing cabin, roads and parking; some of the hunters may camp in and around the Upper Place. This limit does not include non-hunters who may be cooking for or assisting the hunters with tags.

Photo Shoots & Commercials:

1. The maximum number of photo shoots and commercials combined per calendar year on the ranch is nine.

2. The maximum number of persons on-site for photo shoots and commercials is limited to 30 people on-site per shoot or commercial for a maximum of one week in length.

3. These photo shoots and commercials are not to include extensive night lighting to conduct the photo shoot or commercial.

Film movies, such as the "Hateful Eight"

1. Are not an activity or use requested or allowed within the scope of this Special Use Permit application. A film movie request, photo shoot or commercial that exceeds the duration and/or number of persons identified in Photo Shoots & Commercials require approval of a separate Special Use Permit application from the Schmid Family Ranch LLC and would be subject to Two-step Planning Commission and Board of County Commissioner review in accordance with the provisions in the RG Zone District.

Cross-country Skiing

1. The Cross-country skiing will take place at either the ranch headquarters or the "Linker Place" on the east side of the ranch. The applicants have indicated that this activity is intended to occur during day light hours, may occasionally occur during a full or bright moon, but will not include exterior or outdoor lighting.

2. The proposal concerning commercial or for-fee cross-country skiing limits the number of persons to 20 people per event with not more than 12 events during the winter season.

3. The Cross-country skiing at the ranch is not intended to become an event center for the Telluride Nordic Association or host large events, races or competitions. Cross-country skiing, such as a race for charity, where the Schmids are not charging a fee for use of the property, shall be treated as "Civic Events" and are not subject to limits as to number, frequency or other matters, except that if the civic cross country skiing activity/event is planned to have more than 30 persons the event planner / sponsor shall make

arrangements for "carpooling" guests in vans e.g. (Telluride Express or Mountain Limo) similar to what is required for Weddings.

4. The parking and skiing for any and all cross-country skiing activities shall be provided on the ranch property and not within the County Road Right-of-Ways.

Horse drawn sleigh/wagon rides

1. These sleigh or wagon rides occur a couple times a year, usually during the holidays or a special event and the sleigh and wagon is limited to 14 people at a time. These rides take place on the ranch property not on County roads.

"Civic Activities"

The SUP application identifies a number of on-going "Civic Activities" uses that have historically and routinely occurred on the ranch. These include hosting kids associated with the Wild West Fest; Telluride Schools, the Telluride Academy, and the Telluride Museum and similar educational or social organizations which they do not charge a fee for or are paid to host these activities. It is recommended that the Board of County Commissioners (BOCC) treat these Civic Activities, as well as, charitable, not for fee cross-country skiing, which are not "commercial" in nature separately from the Sporting and Social-Scenic Uses that require approval of a Special Use Permit. The approval of this SUP application does not include or apply specific limits as to the number or frequency or other matters pertaining to these Civic Activities hosted by the Schmid family Ranch LLC for which they are not renting their property or charging a fee.

Review Period:

1. There shall be an annual review of this conditionally approved Special Use Permit after each of the first two full calendar year of operation (January 2020 & January 2021). Prior to the annual review by the Planning Commission and Board of County Commissioners, Notice shall be provided to neighbors and individuals who have commented on this SUP application, to include the Ptarmigan Ranch HOA Board, the members of the East Wilson Mesa Planning Committee, and the Wilson Mesa Ranches HOA Board, so they may make their support, questions or concerns known to the CPC and BOCC. The CPC shall then make its recommendation to the BOCC as to any recommended changes to the approved SUP, if any. The BOCC may then take action to allow the uses to continue as approved, add conditions, reduce the allowed uses/ frequency of uses, or even revoke the SUP for non-compliance with terms and conditions of approval. As a part of its consideration the BOCC may make a determination in its discretion if there is a need for additional on-going annual reviews, or periodic reviews of the terms and conditions of the SUP in the future or not.

The BOCC's conditional SUP approval includes a provision that if the Ranch Forman, Kayla Brack, who is the person that made this SUP application on behalf of SFR, and who is responsible for administering and overseeing the conditionally approved Special Uses, changes,

the Schmid Family Ranch, LLC. shall notify the Planning Director of this change. Following such notification a meeting will be scheduled between the new Ranch Foreman and the Planning Director to go over the terms and conditions of the SUP, and identify any issues that may need to be resolved. If deemed appropriate during the review with the new ranch foreman the Planning Director may then refer the conditionally approved SUP to the BOCC for their review and consideration to add or extend an appropriate review period to ensure that the SUP is being conducted in accordance with the terms and conditions of the BOCC approval.

DONE AND APPROVED by the Board of County Commissioners of San Miguel County, Colorado, on December 3, 2018.

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

By: Kris Holstrom
Kris Holstrom, Chair

Vote:					
	Joan May	Aye	Nay	Abstain	Absent
	Kris Holstrom	Aye	Nay	Abstain	Absent
	Hilary Cooper	Aye	Nay	Abstain	Absent

ATTEST:

By: Carmen Warfield
Carmen Warfield, Chief Deputy Clerk

[text/word/schmid.sporting.social.scenic.sup.reso]

"EXHIBIT A"
Page 1 of 4

Public Hearing Record
Board of County Commissioners
Application: Schmid Family Ranch LLC
Special Use Permit: Sporting Uses and Social & Scenic Uses, Rangeland Grazing (RG) Zone District
Date: November 13, 2018

1. San Miguel County Land Use Code (Adopted 11/30/90) with all amendments to date (By Reference Only).

2. San Miguel County Comprehensive Development Plan (Adopted 8/3/78) with all amendments to date (By Reference Only).

3. Memorandum to the San Miguel County Board of County Commissioners from Mike Rozycki, County Planning Director dated November 13, 2018.

4. Public Hearing Notice published in the Norwood Post and Telluride Daily Planet on October 24, 2018.

5. Memorandum to the San Miguel County Planning Commission from Mike Rozycki, County Planning Director dated September 12, 2018.

6. Minutes of the September 12, 2018 County Planning Commission meeting.

7. Memorandum to the San Miguel County Planning Commission from Mike Rozycki, County Planning Director dated October 10, 2018.

8. Minutes of the October 10, 2018 County Planning Commission meeting.

9. Board of County Commissioner Resolution 2006-33 "Adoption of an Amendment to the San Miguel County Land Use Code Regarding the Rangeland Grazing (RG) Zone District."

10. Letter received from Rob Roberts, President of the Ptarmigan Ranch Homeowners Association, to Board of County Commissioners and County Planning Commission dated June 1, 2006.

11. Board of County Commissioner Resolution 1979-23 "Creating the Rangeland Grazing (RG) Zone District."

12. San Miguel County Land Use Code Application Review Standards: Section 5-318 Rangeland Grazing (RG) and Section 5-10: Special Uses.

13. SMC Maps of Rangeland Grazing Zone District and Schmid Family Ranch.

"EXHIBIT A"
Page 2 of 4

14. Application submitted by Schmid Family Ranch LLC dated July 30, 2018, and amendments to application received August 29, 2018 and September 5, 2018.

15. Applicant's "Certification of Compliance with the Public Noticing Requirements" of C.R.S. § 24-65.5-103(1) and County Land Use Code Section 3-9 dated August 13, 2018, and October 16, 2018.

16. Certification of Application Completeness from Mike Rozcyki, County Planning Director, to Kayla Brack, Ranch Foreman, dated August 10, 2019.

17. Memorandum from John Huebner to Referral Agencies dated August 10, 2018.

18. Email received from Jim Boeckel, Telluride Fire Marshal, to John Huebner, Associate Planner dated August 13, 2018.

19. Email received from Matt Zumstein, Norwood District Ranger, to Mike Rozycki, County Planning Director and John Huebner dated August 13, 2018.

20. Email received from Chris Smith, County Environmental Specialist, to Mike Rozycki and John Huebner dated August 16, 2018.

21. Email received from Elizabeth Miller, President of the Wilson Mesa Ranch Homeowners Association, to John Huebner dated August 23, 2018.

22. Letter received from Rob Roberts, President of the Ptarmigan Ranch Homeowners Association, to County Planning Commission dated August 31, 2018.

23. Email from Mike Rozycki to Rob Roberts, Neighbor, dated August 17, 2018.

24. Email received from Rob Roberts, Neighbor, to Mike Rozcki and John Huebner dated August 25, 2018.

25. Email string between Rob Roberts, Neighbor, and Mike Rozycki dated August 25, 2018.

26. Email from Mike Rozycki to Rob Roberts, Neighbor dated August 29, 2018.

27. Email received from Rob Roberts, Neighbor, to Mike Rozcki dated August 29, 2018.

28. Email sent from Mike Rozycki to Cameron and Leland Jones, Neighbor dated August 21, 2018.

29. Email sent from Mike Rozycki to Kayla Brack, Applicant dated August 21, 2018.

30. Email sent from Mike Rozycki to Cameron and Leland Jones dated August 23, 2018.

"EXHIBIT A"
Page 3 of 4

31. Email sent from Chris Hazen, SMCF, to Cameron / Leland Jones dated August 23, 2018.

32. Letter received from Cameron, Leland and Tegan Jones, David & Kerry Alexander, The Alexander Ranch LLC, and PK Homewood, The Homewood Family LTD Partnership to County Planning Commission dated August 31, 2018.

33. Email sent from Mike Rozycki to Kayla Brack, Applicant dated September 4, 2018.

34. Letter received from Rob Blakeny, Manager, Lizard Head Wilderness, LLC, to Whom It May Concern, dated July 12, 2018.

35. Email received from Mark Shambaugh, Neighbor, to Kayla Brack, Applicant dated May 18, 2018.

36. Letter received from Mark Shambaugh, Neighbor, to John Huebner dated August 22, 2018.

37. Letter received from Diane and Stanley Kipfer, Neighbor, to San Miguel County Planning Department dated August 21, 2018.

38. Email received from Jim and Shelly Kennett, Adjacent Neighbor, to San Miguel County Planning Department dated August 21, 2018.

39. Email sent from Mike Rozycki to Jim and Shelly Kennett dated August 22, 2018.

40. Email received from Lois Duncan Lyon, Neighbor, San Miguel County Planning Department dated August 29, 2018.

41. Letter received from Amy Cannon, Adjacent Neighbor, to San Miguel County Planning Commission dated August 31, 2018.

42. Email received from Chris Smith, County Environmental Specialist, to Mike Rozycki and John Huebner dated September 7, 2018.

43. Letter received from Ryan Righetti, County Road and Bridge Director, to Mike Rozycki dated October 8, 2018.

44. Letter received from Rob Roberts, President of the Ptarmigan Ranch Homeowners Association, to County Planning Commission dated October 9, 2018.

45. Email received from Pepper Raper, Telluride Historical Museum, to County Planning Department dated October 9, 2018.
46. Letter received from Gregory Larson, BLM Uncompahgre Field Office Manager, to County Planning Department received October 31, 2018.

"EXHIBIT A"
Page 4 of 4

47. Board of County Commissioner Resolution 2014-22 "Approving a Special Use Permit for Filming of the "Hateful 8" Film as a Temporary Use on the Schmid Ranch in the Rangeland Grazing (RG) Zone District."

48. Letter received from Rob Roberts, President of the Ptarmigan Ranch Homeowners Association, to County Planning Commission dated November 13, 2018.

49. Email received from Jeanine Saperstein, Ptarmigan Ranch HOA, to Mike Rozycki dated November 12, 2018.

50. Email received from Ryan Righetti, County Road and Bridge Director, to Mike Rozycki dated November 12, 2018.

51. First Deed of Conservation Easement, Schmid Family Ranch, Wilson Mesa, Colorado dated June 9, 2004, Recording Document ID 366992 (By Reference Only).

52. Amendment to the First Deed of Conservation Easement and Second Deed of Conservation Easement, Schmid Family Ranch, Wilson Mesa, Colorado dated January 7, 2005, Recording Document ID 371621 (By Reference Only).

John Huebner <johnh@sanmiguelcountyco.gov>

RE: Notice of second Annual Review: Schmid Family Ranch's Sporting, Social, and Scenic Uses Special Use Permit (SUP)

1 message

Kayla <schmidranch@gmail.com> Fri, Dec 4, 2020 at 9:41 PM
To: John Huebner <johnh@sanmiguelcountyco.gov>

Good Evening

No I don't have any questions just that I want to keep going and have the meeting

Yes we did loose our wedding but this year we have had a couple of photo shoot. and wagon and sleigh rides, hunting we had lots of telluride academy but they did cancel we still took part in 4h and helping those kids

I have talked to everyone here at the ranch and we don't want to change anything with our SUP

Please let me know if you need anything else

Thanks Kayla Brack

Sent from Mail for Windows 10

From: John Huebner
Sent: Wednesday, November 25, 2020 4:00 PM
To: Kayla Brack
Subject: Re: Notice of second Annual Review: Schmid Family Ranch's Sporting, Social, and Scenic Uses Special Use Permit (SUP)

Kayla,

Did you have any questions? Were the majority of your events cancelled by issues related to the Covid-19 pandemic? Have a happy thanksgiving.

John

John Huebner

Senior Planner

San Miguel County
P:970-728-3083

333 W Colorado Ave, 3rd Flr

Telluride, CO 81435

www.sanmiguelcountyco.gov

For information about San Miguel County's response to COVID-19 (Coronavirus), please visit https://www.sanmiguelcountyco.gov/590/Coronavirus

On Thu, Nov 19, 2020 at 12:04 PM John Huebner <johnh@sanmiguelcountyco.gov> wrote:

> All,
>
> Planning staff is providing you Notice of the **second** annual review by the San Miguel County Planning Commission (CPC) and Board of County Commissioners (BOCC) of the Schmid Family Ranch (SFR) Sporting, Social, and Scenic Uses Special Use Permit (SUP). This notice is being sent to the neighbors and individuals who commented on this SUP application, and also to the Ptarmigan Ranch HOA Board, members of the East Wilson Planning Committee, and Wilson Mesa Ranches HOA Board. We welcome you to make known your support, questions, comments or concerns concerning SFR's second year of operations following the SUP's approval. Please send your comments to SMC Planning via email to planning@sanmiguelcountyco.gov or by US mail to SMC Planning Department, PO Box 548, Telluride, CO 81435 by December 15, 2020.
>
> The CPC at its January 13, 2021 meeting will make their recommendation to the Board as to any recommended changes to the approved SUP, if any. The BOCC will consider this recommendation at a regular meeting to be determined after they have scheduled their 2021 meetings.
>
> Attached for your information is the list of terms and conditions of the conditional approval of the SFR SUP application as approved by the BOCC in November 2018, and contained in the recorded Resolution 2018-030, and recorded in the Office of the County Clerk and Recorder, recording No. 456158.
>
> If you have any questions regarding this notice or any related matter please do not hesitate to contact me, or Kaye Simonson, County Planning Director, at 970-728-3083 or kayes@sanmiguelcountyco.gov.
>
> Regards,
>
> John
>
> **John Huebner**
>
> Senior Planner
>
> San Miguel County
> P:970-728-3083
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> 333 W Colorado Ave, 3rd Flr
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John Huebner <johnh@sanmiguelcountyco.gov>

RE: Notice of second Annual Review: Schmid Family Ranch's Sporting, Social, and Scenic Uses Special Use Permit (SUP)

1 message

Kayla <schmidranch@gmail.com> Wed, Dec 30, 2020 at 9:36 AM
To: John Huebner <johnh@sanmiguelcountyco.gov>

Good morning

We have had 2 photo shoot, 1 wedding 3 cowboy camps, wagon rides and sleigh rides and 3 hunting seasons were done this years sorry it took me so long to get it to you

Thanks Kayla

Sent from Mail for Windows 10

From: John Huebner
Sent: Monday, December 7, 2020 9:21 AM
To: Kayla
Subject: Re: Notice of second Annual Review: Schmid Family Ranch's Sporting, Social, and Scenic Uses Special Use Permit (SUP)

Kayla,

I received your email, thanks. We have scheduled the review with the Planning Commission for their first meeting in January, and following it will schedule review with the BOCC. I will need a few more details regarding the events hosted this year at Schmid Ranch. Would you please provide me the number of photo shoots, hunting, Tell Academy (educational) events, etc. Best regards,

John

John Huebner

Senior Planner

San Miguel County
P:970-728-3083

333 W Colorado Ave, 3rd Flr

Telluride, CO 81435

www.sanmiguelcountyco.gov

John Huebner <johnh@sanmiguelcountyco.gov>

Notice of second Annual Review: Schmid Family Ranch's Sporting, Social, and Scenic Uses Special Use Permit (SUP)

1 message

John Huebner <johnh@sanmiguelcountyco.gov> Thu, Nov 19, 2020 at 12:04 PM
To: Kayla Brack <schmidranch@gmail.com>, Chris Hazen <chris@smcf-landtrust.org>, Rob Roberts <rroberts@du.edu>, Jim Boeckel <jim@telluridefire.com>, Diane Kipfer <dkipfer@telluride-co.gov>, phomewood@skybeam.com, Cameron Jones <cameronlj@gmail.com>, "Dave Alexander (davealexander@montrose.net)" <davealexander@montrose.net>, Mike Shimkonis <shimmytelluride@gmail.com>, Ryan Righetti <ryanr@sanmiguelcountyco.gov>, Amy Cannon <timamycannon@msn.com>, rsblakeney@gmail.com, Matt Zumstein <mzumstein@fs.fed.us>, James Kennett <jim@sailcoolrunnings.com>, Kathi Ream <kathiream@gmail.com>, Pepper Raper <pepper@telluridemuseum.org>, Guy Saperstein <gts@saperstein.com>, Gregory Larson <glarson@blm.gov>
Cc: Kaye Simonson <kayes@sanmiguelcountyco.gov>, Troy Hangen <troyh@sanmiguelcountyco.gov>, Carmen Warfield <carmenw@sanmiguelcountyco.gov>, Amy Markwell <amym@sanmiguelcountyco.gov>, Nancy Hrupcin <nancyh@sanmiguelcountyco.gov>

All,

Planning staff is providing you Notice of the **second** annual review by the San Miguel County Planning Commission (CPC) and Board of County Commissioners (BOCC) of the Schmid Family Ranch (SFR) Sporting, Social, and Scenic Uses Special Use Permit (SUP). This notice is being sent to the neighbors and individuals who commented on this SUP application, and also to the Ptarmigan Ranch HOA Board, members of the East Wilson Planning Committee, and Wilson Mesa Ranches HOA Board. We welcome you to make known your support, questions, comments or concerns concerning SFR's second year of operations following the SUP's approval. Please send your comments to SMC Planning via email to planning@sanmiguelcountyco.gov or by US mail to SMC Planning Department, PO Box 548, Telluride, CO 81435 by December 15, 2020.

The CPC at its January 13, 2021 meeting will make their recommendation to the Board as to any recommended changes to the approved SUP, if any. The BOCC will consider this recommendation at a regular meeting to be determined after they have scheduled their 2021 meetings.

Attached for your information is the list of terms and conditions of the conditional approval of the SFR SUP application as approved by the BOCC in November 2018, and contained in the recorded Resolution 2018-030, and recorded in the Office of the County Clerk and Recorder, recording No. 456158.

If you have any questions regarding this notice or any related matter please do not hesitate to contact me, or Kaye Simonson, County Planning Director, at 970-728-3083 or kayes@sanmiguelcountyco.gov.

Regards,
John

John Huebner
Senior Planner
San Miguel County
P:970-728-3083
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Telluride, CO 81435

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2019.Schmid.Ranch.BOCC.Approval.Conditions FINAL.pdf
144K

To: The Planning Commission and BOCC, San Miguel County
From: Ptarmigan Ranch Owners Association Board of Directors
Subject: Second year feedback on Schmid Family SUP
Date: December 11, 2020

As we did last year for the first year review, we've communicated with the membership of Ptarmigan Ranch Association and no one indicated there were any significant issues with the activities associated with the Schmid Family SUP. Kayla and Neil Brock have been great to work with and have been appropriately responsive to their neighbors.

We should note, however, that because of the pandemic, we believe that the Schmid Family Ranch has had to cancel most all of their spring/summer/fall events—especially the summer weddings which have the greatest potential of neighbor impact. Thus, there is really not much for us to review.

The original purpose of having a second-year review was to evaluate possible negative impacts of the activities allowed for in the SUP. Therefore, we strongly recommend that the BOCC extend the review period for an additional year to permit this second review.

We all hope that the coming year will be closer to normal, and that such a review afterwards will provide the information to the County as originally intended in the Special Use Permit conditions.

Thanks for your consideration on this matter and for overseeing this process.

John Huebner <johnh@sanmiguelcountyco.gov>

Re: Notice of second Annual Review: Schmid Family Ranch's Sporting, Social, and Scenic Uses Special Use Permit (SUP)

1 message

Rob Roberts <rroberts@du.edu> Tue, Dec 1, 2020 at 4:58 PM
To: John Huebner <johnh@sanmiguelcountyco.gov>

John,

Thanks for the info. In your initial reply to my inquiry, you said:

> I am checking with Kayla on her 2020 activity history

Could you provide us with that history? It would be useful to know if our information is correct that they have not had many events during the Spring/Sumer/Fall because of the pandemic.

Thanks,

Rob

> On Dec 1, 2020, at 4:16 PM, John Huebner <johnh@sanmiguelcountyco.gov> wrote:
>
> Rob,
> Since the Schmid resolution says on an annual basis and doesn't have a "or when staff thinks" condition, I'd prefer to stay on schedule. The BOCC at their discretion can add another year if necessary.
> John
>
> **John Huebner**
> Senior Planner
> San Miguel County
> P:970-728-3083
> 333 W Colorado Ave, 3rd Flr
> Telluride, CO 81435
>
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>
> On Wed, Nov 25, 2020 at 3:42 PM Rob Roberts <rroberts@du.edu> wrote:
> > Hi John,

It's my understanding that most of the events during the summer (which is when most all of the events take place) were cancelled due to the pandemic. If true, doesn't it make sense to extend the review to next year, as it does not allow for a genuine evaluation of the impact, etc. of events if there were almost none.

Let me know what you think.

Thanks,

Rob Roberts
For the Ptarmigan Owners BOD

> On Nov 19, 2020, at 12:05 PM, John Huebner <johnh@sanmiguelcountyco.gov> wrote:
>
> All,
>
> Planning staff is providing you Notice of the **second** annual review by the San Miguel County Planning Commission (CPC) and Board of County Commissioners (BOCC) of the Schmid Family Ranch (SFR) Sporting, Social, and Scenic Uses Special Use Permit (SUP). This notice is being sent to the neighbors and individuals who commented on this SUP application, and also to the Ptarmigan Ranch HOA Board, members of the East Wilson Planning Committee, and Wilson Mesa Ranches HOA Board. We welcome you to make known your support, questions, comments or concerns concerning SFR's second year of operations following the SUP's approval. Please send your comments to SMC Planning via email to planning@sanmiguelcountyco.gov or by US mail to SMC Planning Department, PO Box 548, Telluride, CO 81435 by December 15, 2020.
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>
> If you have any questions regarding this notice or any related matter please do not hesitate to contact me, or Kaye Simonson, County Planning Director, at 970-728-3083 or kayes@sanmiguelcountyco.gov.
>
> Regards,
> John
>
> **John Huebner**
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<2019.Schmid.Ranch.BOCC.Approval.Conditions FINAL.pdf>

AGENDA ITEM - 7.a.

TITLE:

Update with the West Region Wildfire Council.

Presented by: Lilia Colter Falk, Director, West Region Wildfire Council
Time needed: 45 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

A presentation will be prepared and presented.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

AGENDA ITEM - 7.b.

TITLE:

Consideration of Chair's signature on a Memorandum of Understanding and a Resolution with the West Region Wild Fire Council regarding the U.S.D.A. secure rural schools and community self-determination act, Title III awards with wildfire mitigation activities in San Miguel County./MOTION

Presented by: Ramona Rummel, County Finance Manager
Time needed: 5 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To approve the proposal to obligate the 2017, 2018, and 2019 Title III Funds as presented.

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Title III Funding Resolution and MOU	1/29/2021

FINANCE OFFICE

TO: Board of County Commissioners
Mike Bordogna

FROM: Ramona Rummel, Finance/HR Director

DATE: January 29, 2021

RE: Title III Funding

Attached please find a resolution authorizing the obligation of the 2017, 2018, and 2019 Title III funds, as well as a MOU with the West Region Wildfire Council on the expenditure of the funds. Staff is requesting approval on both documents as presented.

No public comment was received during the required comment period that ended November 13, 2020. In addition, San Miguel County is not required to have a resource advisory committee for the Title II funds as no Title II funds have been received.

Also attached is an Accomplishment Report and Title III Allocation Request from the West Region Wildfire Council. Their staff will be presenting a presentation and will be available for comment and questions at the February 3rd meeting.

Any questions, please let me know. Thank you for your consideration of these requests.

P.O. BOX 486 • Norwood, Colorado 81423 • (970) 327-4885 •
ramonar@sanmiguelcountyco.gov

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO, AUTHORIZING THE OBLIGATION OF FUNDS RECEIVED FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE IN ACCORDANCE WITH TITLE III OF THE SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000 AS REAUTHORIZED BY PUBLIC LAW 112-141 IN 2015

Resolution #2021 - _____

WHEREAS, San Miguel County has received funds from the United States Department of Agriculture pursuant to Title III of the Secure Rural Schools and Community Self-Determination Act ("Act"), as amended, in the amount of $16,670.84 as part of the 2017, 2018, and 2019 National Forest Payments;

WHEREAS, Title III – County Funds, of the Act, Sec. 302 USE., provides:

(1) AUTHORIZED USES – A participating county, including any applicable agencies of the participating county, shall use county funds, in accordance with this title, only

(a) to carry out activities under the Firewise Communities program to provide homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

(b) to reimburse the participating county for search and rescue and other emergency services, including firefighting, that are ----

(1) performed on Federal land after the date on which the use was approved under subsection (b);

(2) paid for by the participating county; and

(c) to develop community wildfire protection plans in coordination with the appropriate Secretary concerned.

(2) PROPOSALS – A participating county shall use county funds for a use described in subsection (a) only after a 45-day public comment period, at the beginning of which the participating county shall

(a) publish in any publications of local record a proposal that describes the proposed use of the county funds; and

(b) submit the proposal to any resource advisory committee established under section 205 for the participating county;

WHEREAS, at its meeting on September 23, 2020 the San Miguel County, Colorado, Board of County Commissioners ("BOCC") considered a proposal from Ramona Rummel, Finance Director, dated September 17, 2020, Re: Proposal to obligate Title III monies in San Miguel County, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A;" at which time the BOCC initiated its Title III project by giving its preliminary approval to the Proposal and authorizing that "Public Notice" of the proposal be published in the county's approved newspaper of record, with a public comment period ending on November 13, 2020 at 5:00 p.m., a copy of such "Public Notice," as published on September 30 and October 7,

DRAFT

2020 in the Norwood Post, and on October 2 and October 9, 2020 in the Telluride Daily Planet, is attached hereto and incorporated herein by reference as Exhibit "B;"

WHEREAS, the BOCC, having been advised at a public meeting held on February 3, 2021, that no public comments regarding the "Proposal for Obligation of Title III Funds" were received by the November 13, 2020, deadline, and that it is not necessary to comply with Sec. 302(b)(2) of the Act since there is not a resource advisory committee established under section 205 for San Miguel County, proceeded to consider the statutorily required formal obligation of such Title III Funds in accordance with the September 17, 2020 Proposal, as previously approved for initiation on September 23, 2020, and does hereby find and determine that it is appropriate to obligate the County's Title III funds in the amount of $16,670.84 in substantial accordance with the "Proposal" and subject to compliance with the applicable provisions of Title III of the Act and the adopted regulatory guidance of the USDA – Forest Service pertaining to county expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of San Miguel County, Colorado, as follows:

(1) The Title III funds that the County has received in its 2017, 2018, and 2019 National Forest Payments in the amount of $16,670.84, is hereby obligated to be expended pursuant to Section 302;

(a) Authorized Uses, in substantial accordance with the "Proposal" set forth in Exhibit "A," except as specifically provided otherwise herein.

(2) The obligation to expend such Title III funds that the County has received in accordance with the adopted "Proposal" is expressly subject to the West Region Wildfire Council (WRWC) expending any such funds in strict compliance with Title III, Section 302;

(a) Authorized Uses, as set forth in the Act and the USDA – Forest Service adopted regulatory guidance.

(3) The WRWC shall only expend the $16,670.84 in Title III funds that it receives pursuant to this Resolution to carry out activities set forth in the Proposal that are authorized under the Firewise Communities program, in strict compliance with the applicable provisions of the Act, Sec. 302(a)(1) and the USDA – Forest Service adopted regulatory guidance.

(4) The San Miguel County Finance Director is hereby authorized and required to submit the written Certification required pursuant to Sec. 303 of the Act to the Secretary of the USDA not later than February 1, 2021, that the Title III funds have been obligated for the uses authorized under section 302(a) of the Act, including a description of the amounts expended and the uses for which the amounts were expended.

DRAFT

DONE AND APPROVED by the San Miguel County, Colorado, Board of County Commissioners at a duly noticed public meeting held in Telluride, CO, on February 3, 2021.

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLROADO

_____
Lance Waring, Chair

ATTEST:

_____
Carmen Warfield, Chief Deputy Clerk to the Board

VOTE:

Lance Waring	Aye	Nay	Abstain	Absent
Hilary Cooper	Aye	Nay	Abstain	Absent
Kris Holstrom	Aye	Nay	Abstain	Absent

Attachments:

Exhibit "A": September 17, 2020 Memo, Ramona Rummel to BOCC/Mike Bordogna, Proposal to obligate Title III monies in San Miguel County

Exhibit "B": Public Notice published in Norwood Post and Telluride Daily Planet

DRAFT

EXHIBIT A

FINANCE OFFICE

RAMONA RUMMEL, FINANCE/HR DIRECTOR

TO: Board of County Commissioners
Mike Bordogna

FROM: Ramona Rummel, Finance/HR Director

DATE: September 17, 2020

RE: Proposal to obligate Title III monies in San Miguel County

San Miguel County has received the 2017, 2018, and 2019 National Forest Payments in accordance with the Secure Rural Schools and Community Self Determination ACT (ACT). Distribution of all Title I monies has been made by prior board action.

Staff is requesting that the BOCC approve the proposal to obligate the 2017, 2018, and 2019 Title III funds as stated below.

Proposal for Obligation of Title III Funds In San Miguel County

Background: San Miguel County is currently holding $16,670.87 in Title III funds. These funds must be formally obligated by September 30, 2021 or be returned to the Federal Government. Federal guidance suggests that use of Title III funds may be used for these activities:

- Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

- Reimburse a participating county for search and rescue and other emergency services paid for by the county and performed on national forests after the date on which the use was approved as required in the Act, and;

- Develop or update community wildfire protection plans in coordination with the Forest Service acting on behalf of the Secretary of Agriculture.

P.O. BOX 486 • Norwood, Colorado 81423 • (970) 327-4885 •
ramonar@sanmiguelcountyco.gov

Proposal:

- ✓ Contribute Title III funds in the amount of $16,670.87 to the West Region Wildfire Council (WRWC) for eligible projects. The WRWC supports the authorized uses under the USDA Title III program by promoting wildfire preparedness, prevention, and mitigation education. The WRWC- (www.COwildfire.org) is a collaborative interagency regional wildfire organization that works to promote wildfire preparedness, prevention, and mitigation education throughout Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel Counties. Their mission is to mitigate loss due to wildfire in wildland urban interface communities while fostering interagency regional partnerships to help prepare counties, fire protection districts, communities and agencies to plan for and mitigate potential threats from wildfire. In San Miguel County, these Title III funds may be used only to carry out activities under the Firewise Communities program as described above. To assist in implementation of these activities the County will partner with the WRWC.

The next step in this process is to have a 45-day public comment period in which the public is allowed to comment on the above stated uses of this funding. At the end of the comment period, a resolution will be presented to the BOCC for approval which will formally obligate the Title III funding. Upon approval of the resolution, there will be an official MOU outlining how these funds will be expended and how the Title III funds will be listed as a separate line item for San Miguel County on the financial statements of the WRWC.

Suggested Motion: "To approve the proposal to obligate the 2017, 2018, and 2019 Title III funds as presented."

EXHIBIT B

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Legal Notices

NOTICE OF PIPELINE MAINTENANCE REPAIR

NOTICE IS HEREBY GIVEN THAT: Rocky Mountain Natural Gas LLC, a subsidiary of Black Hills Energy, will be commencing maintenance repairs on their existing 6-inch natural gas pipeline. The work will be conducted along the portion of the Galloping Goose Trail (GGT) located on BLM lands near Highway 145 between mile marker 79 and 79.5 Access to the work area will be via Highway 145. Work is scheduled to commence the week of October 2nd through October 23rd, 2020 and will be conducted during the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday. The affected portion of the GGT will be closed to general public use for safety reasons for the duration of construction.

Public comments and questions should be directed to: Donald Green with Black Hills Energy at (970) 618-1521 or Donald.Green@blackhillscorp.com.

Publish Issue Dates: September 23, 27, and 30, 2020.

PUBLIC NOTICE

San Miguel County, Colorado intends to expend Secure Rural Schools (SRA) and Community Self Determination Act (ACT) Title III funds in the amount of $16,670.84 for eligible expenditures as defined by the ACT. In brief; these funds can be spent on local search and rescue efforts for incidents conducted on national forests, to update or develop Community Wide Wildfire Protection Plans, for fuel reduction and mitigation activities identified in approved CWPP's, and to promote wildfire preparedness, prevention, and mitigation education to the citizens of San Miguel County. Title III eligible expenditures will be determined by the County Sheriff and/or his designee.

As required by the SRA, public notice is hereby given and public comment will be accepted on the proposed uses of these funds through Friday, November 13, 2020 at 5 PM.

Written comments should be sent to Jennifer Dinsmore, San Miguel County Emergency Management Coordinator and Chief Administrative Officer, Attn: Title III Comment, 684 CR 63L, Telluride CO 81435, or by emailing jenniferd@sanmiguelsheriff.org.

Norwood Post
Norwood, Colorado
Publication date September 30th and October 7th

Daily Planet
Telluride, Colorado
Publication date October 2nd and October 9th

☒❑District Court ❑Denver Probate Court
___San Miguel _____ County, Colorado
Court Address:
PO Box 919, 305 W Colorado Ave
Telluride, CO 81435

In the Matter of the Estate of:
Ronald Ralph Ebberts, a/k/a Ron Ebberts, a/k/a Ronald R. Ebberts

Deceased

▲ COURT USE ONLY ▲

Attorney or Party Without Attorney (Name and Address):	Case Number:
Erin Johnson Attorney at law LLC PO Box 189 Rico, CO 81332 Phone Number: 303-588-2695 E-mail: erin@fone.net FAX Number: Atty. Reg. #:24618	Division Courtroom

NOTICE TO CREDITORS BY PUBLICATION PURSUANT TO § 15-12-801, C.R.S.

NOTICE TO CREDITORS

Estate of Ronald Ralph Ebberts_, Deceased Case Number 2020PR030016

All persons having claims against the above named estate are required to present them to the personal representative or to

☒❑District Court of San Miguel_____, County, Colorado or
❑Denver Probate Court of the City and County of Denver, Colorado

on or before 2/15/2021 (date)*, or the claims may be forever barred.

Barbara Ebberts
Type or Print name of Person Giving Notice

8969 Hwy 141
Address

Egnar, CO 81325
City, State, Zip Code

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COLORADO

State will vote on a 22-week abortion ban in November

By PATTY NIEBERG
Associated Press/Report for America

Despite past failed attempts to ban or limit abortions in Colorado, anti-abortion advocates have another chance to win over voters with a November ballot measure that would ban the procedure after 22 weeks.

The measure would make abortions illegal during the third trimester of pregnancy with no exceptions for rape, incest or a fatal diagnosis in which the fetus can't survive outside the womb. It would allow abortions after that time only if a woman's life is endangered.

Doctors who perform or attempt to perform an abortion after 22 weeks could face a fine of up to a $5,000 and forfeit their medical license for at least three years.

Colorado was the first state to decriminalize abortion in 1967 — six years before the U.S. Supreme Court legalized it in the Roe v. Wade decision. Initiatives to limit or ban abortion in 2008, 2010 and 2014 were voted down by Coloradans.

According to the Guttmacher Institute, a pro-abortion rights organization, 17 U.S. states have laws banning abortion at 22 weeks.

Supporters of Colorado's Proposition 115, including the group behind the initiative, Due Date Too Late, argue that 22 weeks is a "balanced" and "reasonable" approach to the abortion debate.

"I think it's the human rights issue of our lifetime," said Giuliana Day, an organizer of the grassroots campaign behind the initiative. It's been endorsed by U.S. Rep. Ken Buck, chair of the state GOP, Vice Chair Kristi Burton Brown and others.

Tom Perille, president of the group Democrats for Life of Colorado, is a retired physician who is a medical adviser for the campaign. Perille said that at 22 weeks, babies can survive independently from the mother and can possess sophisticated behaviors such as smiling, acquiring taste for food or showing a preference for music.

"Virtually anybody with a high school science background can understand that after 22 weeks, this is really a human being that deserves protection," Perille said.

A "Vote No on 115" campaign is backed by Planned Parenthood and the American Civil Liberties Union. Campaign spokesperson Stefanie Clarke said opponents are taking nothing for granted.

"This is a sneaky backdoor ban," Clarke said. "It's being pushed by the same politicians and groups who've tried repeatedly and failed to ban abortion in Colorado, so they're trying a different tactic."

In 2008, voters rejected Amendment 48, which aimed to redefine "person" in the state constitution to "include any human being from the moment of fertilization." The measure was proposed by Burton Brown.

Priya Walia, a reproductive rights and health lawyer for the National Women's Law Center, argued that similar state initiatives to restrict abortion are "part of a coordinated effort to end abortion at any cost."

Dr. Warren Hern, who runs a clinic in Boulder and carries out later-term abortions, said abortion legislation complicates the doctor-patient relationship.

"There are many conditions that require termination of the pregnancy for the woman to survive and those are medical decisions that have to be made in the doctor's office, in the operating room with the woman's participation and consent. And I think any interference with that is not justified and not acceptable," Hern said.

A group of Colorado-based religious leaders voiced their opposition to the November measure in a letter this month issued by the nonprofit Interfaith Alliance. "As faith leaders rooted in our vision of a better and more just world, we cannot remain silent when politicians and groups attempt to infringe upon the inherent rights of others," the group wrote.

Currently, 43 out of the 50 U.S. states ban abortion at some point in a pregnancy. Other states without statutory limits are Alaska, New Hampshire, New Jersey, New Mexico, Oregon and Vermont.

Editor's note: This story appeared in last week's edition of The Norwood Post, but was cut short due to length restrictions and space, which is a standard practice. Editor received a complaint and was asked to re-run the story in its entirety and thereby avoid sharing a biased version of the full story.

Are you facing a rental or mortgage crisis due to COVID-19? Housing Resources can help you!

We received Emergency Housing Assistance Funds (EHAP) to help with rent and mortgage assistance for those who have lost their job, been laid-off, or have reduced hours due to COVID-19. This funding serves Delta, Montrose, Gunnison, Hinsdale, Ouray, and San Miguel County residents.

Call us today at (970) 417-3436 to see how we can help.

As a HUD Certified Housing Counseling Agency, our services are FREE to anyone.

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Legal Notices

PUBLIC NOTICE

San Miguel County, Colorado intends to expend Secure Rural Schools (SRA) and Community Self Determination Act (ACT) Title III funds in the amount of $16,670.84 for eligible expenditures as defined by the ACT. In brief; these funds can be spent on local search and rescue efforts for incidents conducted on national forests, to update or develop Community Wide Wildfire Protection Plans, for fuel reduction and mitigation activities identified in approved CWPP's, and to promote wildfire preparedness, prevention, and mitigation education to the citizens of San Miguel County. Title III eligible expenditures will be determined by the County Sheriff and/or his designee.

As required by the SRA, public notice is hereby given and public comment will be accepted on the proposed uses of these funds through Friday, November 13, 2020 at 5 PM.

Written comments should be sent to Jennifer Dinsmore, San Miguel County Emergency Management Coordinator and Chief Administrative Officer, Attn: Title III Comment, 684 CR 63L, Telluride CO 81435, or by emailing jenniferd@sanmiguelsheriff.org.

Norwood Post
Norwood, Colorado
Publication date September 30th and October 7th

Daily Planet
Telluride, Colorado
Publication date October 2nd and October 9th

NOTICE OF PURCHASE OF PROPERTY AT TAX LIEN SALE AND OF APPLICATION FOR ISSUANCE OF TREASURER'S DEED

To Every Person in Actual Possession or Occupancy of the hereinafter Described Land, Lot or Premises, and to the Person in Whose Name the same was Taxed or Specially Assessed, and to all Persons having Interest of Title of Record in or to the said Premises and To Whom It May Concern, and more especially to:

LOU A GUTHRIE
3069 HUMMINGBIRD LANE
GRAND JUNCTION, CO 81504

LOU A GUTHRIE
35907 E 88TH AVE
WATKINS, CO 80137-6703

You and each of you are hereby notified that on the 24th day of November 2007, the then County Treasurer of San Miguel County, in the State of Colorado, sold at public tax lien sale to CUSTOM DEVELOPMENT LLC the following described property situate in the County of San Miguel, State of Colorado, to-wit:

LOTS 4, 5 AND 6, BLOCK 18, PLACERVILLE

and said County Treasurer issued a certificate of purchase therefore to CUSTOM DEVELOPMENT LLC.

That said tax lien sale was made to satisfy the delinquent property (and special assessment) taxes assessed against said property for the year 2007;

That said property was taxed or specially assessed in the name(s) of LOU A GUTHRIE for said year 2007;

That said CUSTOM DEVELOPMENT LLC on the 9th day of September 2020, the present holder of said certificate (who) has made request upon the Treasurer of said County for a deed to said property;

That a Treasurer's Deed will be issued for said property to CUSTOM DEVELOPMENT LLC on the 10th day of February 2021, unless the same has been redeemed;

Said property may be redeemed from said sale at any time prior to the actual execution of said Treasurer's Deed.

This Notice of Purchase has also been published in THE TELLURIDE DAILY PLANET AND THE NORWOOD POST on October 7, 2020, October 14, 2020 and October 21, 2020.

Witness my hand this 28th day of September 2020
Janice M. Stout, Treasurer of San Miguel County, Colorado

☒ District Court ☐ Denver Probate Court
San Miguel County, Colorado
Court Address:
PO Box 919, 305 W Colorado Ave
Telluride, CO 81435

In the Matter of the Estate of:
Ronald Ralph Ebberts, a/k/a Ron Ebberts, a/k/a Ronald R. Ebberts

Deceased

▲ COURT USE ONLY ▲

Attorney or Party Without Attorney (Name and Address):
Erin Johnson Attorney at law LLC
PO Box 189
Rico, CO 81332
Phone Number: 303-588-2695 E-mail: erin@fone.net
FAX Number: Atty. Reg. #:24618

Case Number:

Division Courtroom

NOTICE TO CREDITORS BY PUBLICATION PURSUANT TO § 15-12-801, C.R.S.

NOTICE TO CREDITORS

Estate of Ronald Ralph Ebberts, Deceased Case Number 2020PR030016

All persons having claims against the above named estate are required to present them to the personal representative or to

☒ District Court of San Miguel, County, Colorado or
☐ Denver Probate Court of the City and County of Denver, Colorado

on or before 2/15/2021 (date)*, or the claims may be forever barred.

Barbara Ebberts
Type or Print name of Person Giving Notice

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Legal Notices

PUBLIC NOTICE

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Written comments should be sent to Jennifer Dinsmore, San Miguel County Emergency Management Coordinator and Chief Administrative Officer, Attn: Title III Comment, 684 CR 63L, Telluride CO 81435, or by emailing jenniferd@sanmiguelsheriff.org.

Norwood Post
Norwood, Colorado
Publication date September 30th and October 7th

Daily Planet
Telluride, Colorado
Publication date October 2nd and October 9th

Public Hearing Notice – The Telluride Town Council at its regular meeting Tuesday, October 6 at 1:00pm or as soon thereafter as possible, will consider approval of An Emergency Ordinance Of The Town Council Of The Town Of Telluride, Colorado Authorizing The Sale Of Entrada Condominium Unit B. Tiffany Kavanaugh, Town Clerk.

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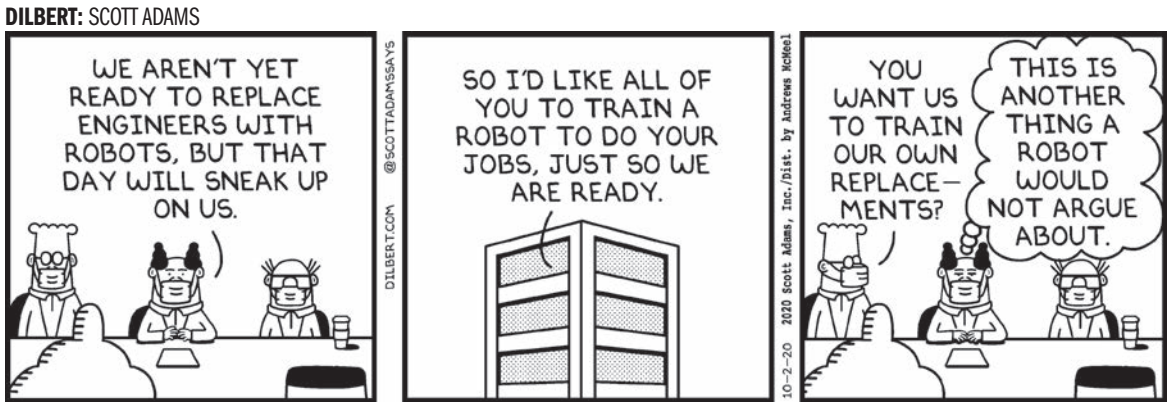
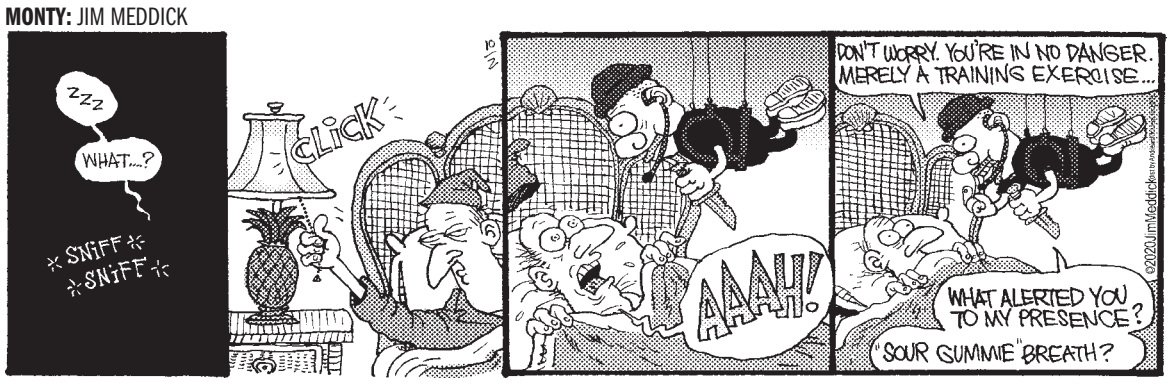
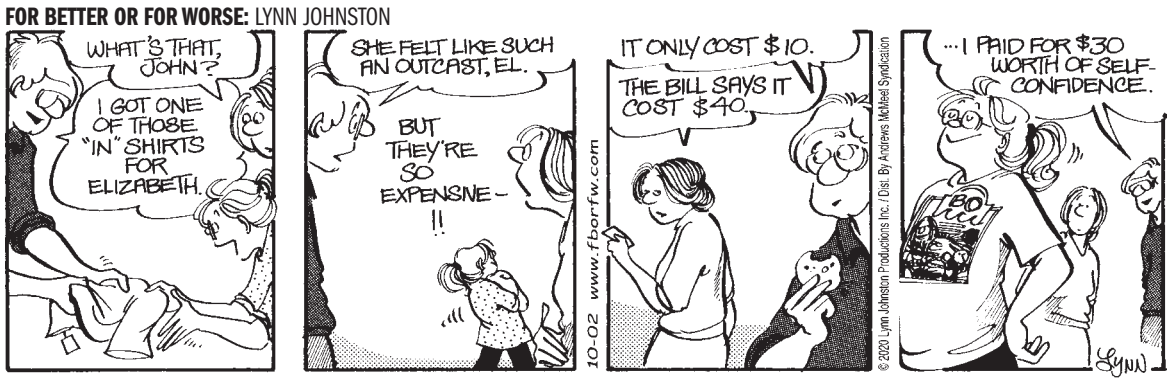


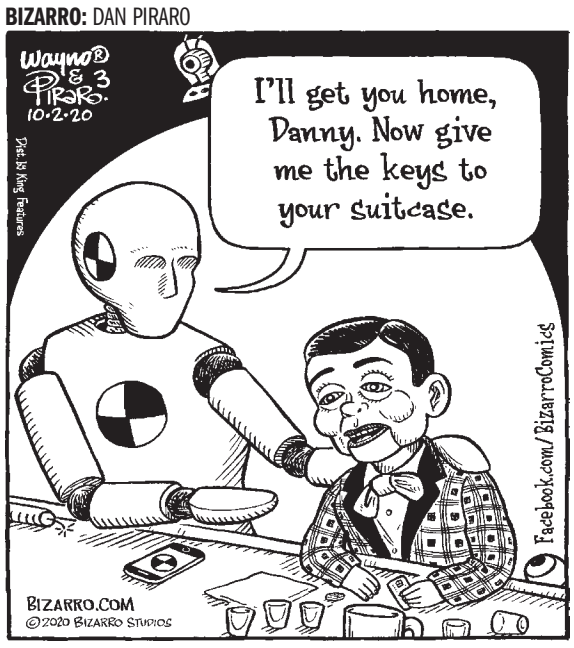
MONTY: JIM MEDDICK



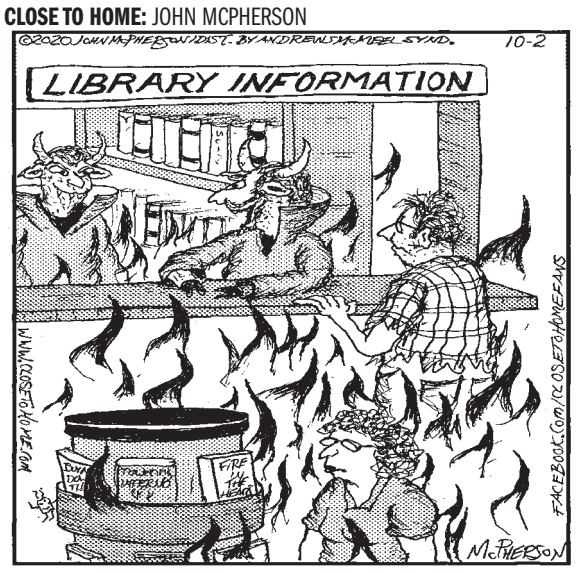
FOR BETTER OR FOR WORSE: LYNN JOHNSTON



BIZARRO: DAN PIRARO



CLOSE TO HOME: JOHN MCPHERSON



"Ha! Check it out, Bernie! El Dorko here wants to know if we have any 'Chicken Soup for the Soul' books!"

	2		6		1			
		6				1	2	
		9		5		7		4
				4				5
			2	1	5			
6				8				
5		3		6		9		
	6	1				8		
			8		4		5	

UNIVERSAL SUDOKU

Complete the grid so that every row, column and 3x3 box contains every digit from 1 to 9 inclusively.

Difficulty rating: 5

Previous puzzle solution:

9	4	6	8	7	3	5	2	1
3	8	7	1	2	5	6	4	9
2	5	1	9	6	4	3	7	8
5	7	2	4	1	8	9	6	3
1	9	4	2	3	6	7	8	5
8	6	3	7	5	9	4	1	2
7	2	9	3	4	1	8	5	6
6	1	8	5	9	7	2	3	4
4	3	5	6	8	2	1	9	7

Legal Notices

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Telluride Local Media

IN THE DISTRICT COURT IN AND FOR WATER DIVISION NO. 4
STATE OF COLORADO
TO: ALL PERSONS INTERESTED IN WATER APPLICATIONS IN SAID WATER DIVISION NO. 4

Pursuant to C.R.S. 37-92-302, as amended, you are notified that the following is a resume of all applications filed in the Water Court during the month of September 2020. The names, address of applicant, source of water, description of water right or conditional water right involved, and description of the ruling sought are as follows: There has been filed in this proceeding a claim or claims which may affect in priority any water right claimed or heretofore adjudicated within this division and owners of affected rights must appear to object and protest as provided in the Water Right Determination and Administration Act of 1969, or be forever barred.

2020CW3057 (REF NO. 13CW3042, 05CW34) Applicants: James W. Lewis, c/o Julie J. Huffman, Attorney, 415 Palmer Street, Delta, CO 81416, 970-874-9777, APPLICATION TO MAKE SURFACE RIGHTS ABSOLUTE: Name of Structure: Treat Spring and Pipeline, Legal description of point of diversion: NE/14 SE1/4 NW1/4, Section 3, Township 42 North, Range 11 West, N.M.P.M., 230374 Easting, 4202973 Northing, Date of Appropriation: October 4, 2004, Amount: 0.17 c.f.s., Use: Irrigation of one acre, domestic in two single-family dwellings, fish culture, and stock water, Source of Water: Spring tributary to Fall Creek, tributary to the San Miguel River **SAN MIGUEL COUNTY**

YOU ARE FURTHER NOTIFIED THAT you have until the last day of November, 2020 to file with the Water Clerk a Verified Statement of Opposition setting forth facts as to why a certain application should not be granted or why it should be granted only in part or on certain conditions. A copy of such a Statement of Opposition must also be served upon the applicant or the applicant's attorney and an affidavit of certificate of such service shall be filed with the Water Clerk, as prescribed by C.R.C.P. Rule 5. (Filing fee: $192.00; Forms may be obtained from the Water Clerk's Office or on our website at www.courts.state.co.us). (This publication can be viewed in its entirety on the state court website at: www.courts.state.co.us). FRED CASTLE, Water Clerk, Water Division 4, 1200 N. Grand Ave., Bin A, Montrose, CO 81401

Public Hearing Notice
Notice Is Hereby Given That The Telluride Town Council, At A Regular Meeting On October 27, 2020 At Approximately 1:00pm, Via A Virtual Meeting, Will Consider Second Reading And Approval Of An Ordinance Of The Town Council Of The Town Of Telluride, Colorado Annexing To The Town Of Telluride, Colorado Certain Real Property Known As The Sunnyside Annexation To The Town Of Telluride. Tiffany Kavanaugh, Town Clerk

---

Public Hearing Notice
Notice Is Hereby Given That The Telluride Town Council, At A Regular Meeting On October 27, 2020 At Approximately 1:00pm, Via A Virtual Meeting, Will Consider Second Reading And Approval Of An Ordinance Of The Town Council Of The Town Of Telluride, Colorado Amending The Telluride Land Use Code By The Addition Of The "Affordable Housing West AHW Zone District" And Amending The Official Zone District Map To Include The Land Known As The Sunnyside Annexation To The Town Of Telluride Within The Foregoing Zone District. Tiffany Kavanaugh, Town Clerk

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PUBLIC NOTICE

San Miguel County, Colorado intends to expend Secure Rural Schools (SRA) and Community Self Determination Act (ACT) Title III funds in the amount of $16,670.84 for eligible expenditures as defined by the ACT. In brief; these funds can be spent on local search and rescue efforts for incidents conducted on national forests, to update or develop Community Wide Wildfire Protection Plans, for fuel reduction and mitigation activities identified in approved CWPP's, and to promote wildfire preparedness, prevention, and mitigation education to the citizens of San Miguel County. Title III eligible expenditures will be determined by the County Sheriff and/or his designee.

As required by the SRA, public notice is hereby given and public comment will be accepted on the proposed uses of these funds through Friday, November 13, 2020 at 5 PM.

Written comments should be sent to Jennifer Dinsmore, San Miguel County Emergency Management Coordinator and Chief Administrative Officer, Attn: Title III Comment, 684 CR 63L, Telluride CO 81435, or by emailing jenniferd@sanmiguelsheriff.org.

Norwood Post
Norwood, Colorado
Publication date September 30th and October 7th

Daily Planet
Telluride, Colorado
Publication date October 2nd and October 9th

IN THE DISTRICT COURT IN AND FOR WATER DIVISION NO. 4
STATE OF COLORADO
TO: ALL PERSONS INTERESTED IN WATER APPLICATIONS IN SAID WATER DIVISION NO. 4

Pursuant to C.R.S. 37-92-302, as amended, you are notified that the following is a resume of all applications filed in the Water Court during the month of September 2020. The names, address of applicant, source of water, description of water right or conditional water right involved, and description of the ruling sought are as follows: There has been filed in this proceeding a claim or claims which may affect in priority any water right claimed or heretofore adjudicated within this division and owners of affected rights must appear to object and protest as provided in the Water Right Determination and Administration Act of 1969, or be forever barred.

CASE NO. 2020CW3063 SAN MIGUEL COUNTY – SAN MIGUEL RIVER OR ITS TRIBUTARIES. TELECAM PARTNERSHIP II, LTD., c/o Scott C. Miller, Esq. and Jason M. Groves, Esq., Patrick, Miller & Noto, P.C., 229 Midland Ave., Basalt, CO 81621 (970) 920-1030. APPLICATION FOR FINDINGS OF REASONABLE DILIGENCE. First Claim: Alexander Pond No. 2. Original decree: September 14, 1994, Case No.: 93CW162, Water Division 4. Subsequent diligence decrees: 00CW148; 07CW72; and 14CW3016. Legal description: NW ¼, NE ¼, Section 14, Township 42 North, Range 10 West, N.M.P.M., at a point whence the Northeast corner bears North 67°15' East a distance of 2,150 feet (San Miguel County). Source: Bilk Creek, tributary to San Miguel River. Appropriation date: May 27, 1993. Amount: 20 acre-feet, with the right to fill and refill. 16 acre-feet, conditional, for piscatorial use. Use: Irrigation, commercial, industrial, piscatorial, domestic, augmentation and exchange. Landowner information: Leland Jones, Cameron Jones, and Tegan Jones 444 S. Flower St., Ste. 4300 Los Angeles, CA 90071. Second Claim: Alexander Ditch, Pond Enlargement. Original decree: September 14, 1994, Case No.: 93CW162, Water Division 4. Subsequent diligence decrees: same as first claim. Legal description: The headgate of the Alexander Ditch is located on the left, or west, bank of the West Prong of Bilk Creek, Section 11, Township 42 North, Range 10 West, N.M.P.M., at a point whence the East Quarter corner of said Section bears North 27°20' East a distance of 14,786 feet (San Miguel County). Source: Bilk Creek, tributary to San Miguel River. Appropriation date: May 27, 1993. Amount: 5.0 c.f.s., conditional. Use: Irrigation, stockwatering, and delivery into storage within Alexander Pond No. 2. Landowner information: Leland Jones, Cameron Jones, and Tegan Jones 444 S. Flower St., Ste. 4300 Los Angeles, CA 90071; United States Forest Service, c/o Chad Stewart, Forest Supervisor, 2250 South Main St. Delta, CO 81416. Map of locations on file with court as Exhibit A. Work to complete the appropriations on file with court as Exhibit B. **SAN MIGUEL COUNTY**

YOU ARE FURTHER NOTIFIED THAT you have until the last day of November, 2020 to file with the Water Clerk a Verified Statement of Opposition setting forth facts as to why a certain application should not be granted or why it should be granted only in part or on certain conditions. A copy of such a Statement of Opposition must also be served upon the applicant or the applicant's attorney and an affidavit of certificate of such service shall be filed with the Water Clerk, as prescribed by C.R.C.P. Rule 5. (Filing fee: $192.00; Forms may be obtained from the Water Clerk's Office or on our website at www.courts.state.co.us). (This publication can be viewed in its entirety on the state court website at: www.courts.state.co.us). FRED CASTLE, Water Clerk, Water Division 4, 1200 N. Grand Ave., Bin A, Montrose, CO 81401

Public Hearing Notice
Notice Is Hereby Given That The Telluride Town Council, At A Regular Meeting On October 27, 2020 At Approximately 1:00pm, Via A Virtual Meeting, Will Consider Second Reading And Approval Of An Ordinance Authorizing The Issuance Of The Town Of Telluride, Colorado, General Obligation Refunding Bonds, Series 2020; Providing For The Levy Of General Ad Valorem Taxes To Pay The Principal Of And Interest On The Bonds; Providing For The Refunding Of Certain Of The Town's Outstanding General Obligation Bonds To Achieve Interest Rate Savings; And Providing Certain Covenants And Other Details And Provisions In Connection Therewith. Tiffany Kavanaugh, Town Clerk

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IN THE DISTRICT COURT IN AND FOR WATER DIVISION NO. 4
STATE OF COLORADO
TO: ALL PERSONS INTERESTED IN WATER APPLICATIONS IN SAID WATER DIVISION NO. 4

Pursuant to C.R.S. 37-92-302, as amended, you are notified that the following is a resume of all applications filed in the Water Court during the month of September 2020. The names, address of applicant, source of water, description of water right or conditional water right involved, and description of the ruling sought are as follows: There has been filed in this proceeding a claim or claims which may affect in priority any water right claimed or heretofore adjudicated within this division and owners of affected rights must appear to object and protest as provided in the Water Right Determination and Administration Act of 1969, or be forever barred.

CASE NO. 2020CW3064. (REF NO. 13CW192) Application for Finding of Reasonable Diligence of San Miguel Valley Corporation, a Colorado Corporation, Alley Oop Holdings, LLC, a Colorado limited liability company, and Genessee Properties, Inc. a Wyoming corporation; AND Co-Applicant, Aldasoro Ranch Homeowners Company, in San Miguel County. I. Name, Address and Telephone Number of Applicants. San Miguel Valley Corporation, 7800 E. Dorado Place, Suite 250, Englewood, Colorado 80111, (303) 220-8330; Alley Oop Holdings, LLC, and Genesee Properties, Inc., c/o Nicole Champine, San Miguel Valley Corporation, 7800 E. Dorado Place, Suite 250, Englewood, Colorado 80111, (303) 220-8330 ("Applicants" or "SMVC"); Name, Address and Telephone Number of Co-Applicant. Aldasoro Ranch Homeowners Company, c/o Operations Manager, P.O. Box 1650, Telluride, Colorado 81435-1650, (970) 728-5191. Name, Address, and Telephone Number of Applicants' Attorney. Chris D. Cummins, #35154, Emilie B. Polley, #51296, Monson, Cummins & Shohet, LLC, 13511 Northgate Estates Drive, Suite 250, Colorado Springs, Colorado 80921. Name, Address, and Telephone Number of Co-Applicant's Attorney. Christopher L. Geiger, #32333, Margaret L. Casey, #53578, BALCOMB & GREEN, P.C., P.O. Drawer 790, Glenwood Springs, Colorado 81602, (970) 945-6546. II. Summary of Application.

San Miguel Valley Corporation, Alley Oop Holdings, LLC, and Genesee Properties, Inc., ("Applicants" or "SMVC"), along with Aldasoro Ranch Homeowners Company ("Co-Applicant" or "ARHOC") seek a finding of reasonable diligence of surface water rights, surface water storage rights, and underground water rights, decreed in Case No. 10CW192, District Court, Water Division 4. III. Surface Water Rights. A Name of Structure: Deep Creek Mesa Diversion. 1. Legal Description of Point of Diversion: The Deep Creek Mesa Diversion is located in the NE1/4 SE1/4 of Section 19, Township 43 North, Range 9 West of the N.M.P.M., approximately 2,573 feet from the south line of said Section 19, and approximately 611 feet from the east line of said Section 19. 2. Source: Sheep Creek, tributary to the San Miguel River. 3. Conditional Appropriation Date: December 28, 2010. 4. Amounts of Water: 0.47 cfs, conditional. 5. Uses: Domestic, irrigation, recreational, fish and wildlife, and augmentation, including the right to store for later release and to use such water rights by augmentation and replacement, and for the fill and re-fill of the water storage rights included as described herein, provided water is either available in priority or through HCU credits as described herein, for any such "re-fill" purpose. Augmentation uses are limited to those decreed in Case No. 10CW192, and recreational, fish and wildlife, and domestic uses are likewise limited to uses of water diverted to storage for such purposes. Irrigation uses are limited to the 2.72 acres discussed in the augmentation plan decreed in Case No. 10CW192, including 1.0 acres of parks and common areas. B. Name of Structure: ARHOC Remine Pipeline, SMVC Enlargement. 1. Legal Description of Point of Diversion: a. Remine Pipeline POD: The Point of Diversion of the Pipeline is located in the SW1/4 of the NW1/4, Section 28, Township 43 North, Range 9 west of the N.M.P.M., at a point 2,037 feet from the north section line and 444 feet from the west section line of said Section 28. B. Remine Pipeline Alternate POD: The Point of Diversion of the Alternate Pipeline is located in the NE1/4 of the SE1/4, Section 29, Township 43 North, Range 9 West of the N.M.P.M., at a point 1,782 feet from the south section line and 206 feet from the east section line of said Section 29. C. Source: Remine Creek, tributary to the San Miguel River. D. Conditional Appropriation Date: December 28, 2010. E. Amounts of Water: 0.70 cubic feet per second, conditional. F. Uses: Irrigation and domestic uses, including a place of use upon the Subject Property, as described herein. Irrigation uses are limited to the 2.72 acres, including 1.0 acres of parks and common areas, discussed in the augmentation plan portion of the decree in Case No. 10CW192. G. Remarks: The ARHOC Remine Pipeline, SMVC Enlargement is decreed as an enlargement of the annual volumetric diversions from such structure by a total of 10.33 annual acre feet for the provision of supply to the Applicant's Deep Creek Mesa Parcel, more specifically described on the attached Exhibit A, and depicted on the attached Exhibit B map ("Subject Property") and up to 15 single-family residences to be constructed thereon. IV. Surface Water Storage Right. A. Name of Structure: Lower Pond, SMVC Enlargement. 1. Legal Description of Location of Dam: The Lower Pond, SMVC Enlargement is an off-channel pond located in the SW1/4 SW1/4 of Section 29, Township 43 North, Range 9 West of the N.M.P.M., approximately 1,129 feet from the south line of said Section 29, and approximately 650 feet from the west line of said Section 29. 2. Source: The Lower Pond, SMVC Enlargement utilizes historical consumptive use credits from the Carr & Waddle Ditch ("HCU Credits"), diverting from the East Fork of Deep Creek, tributary to the San Miguel River, decreed to SMVC's use in consolidated Case Nos. 91CW127 and 98CW239, as well as the junior surface diversion decreed to the Deep Creek Mesa Diversion described above, diverting from Sheep Creek. All flows are delivered to the Lower Pond, SMVC Enlargement through the Carr & Waddle Ditch and the Deep Creek Mesa Diversion. 3. Conditional Appropriation Date: December 28, 2010. 4. Amounts of Water: 4.0 acre-feet, conditional (in addition to the 10.0 acre-feet decreed in Case No. 90CW69), with the right of re-fill from in-priority water or excess HCU credits. 5. Use: Irrigation of up to 1.0 acres of parks and common area within the Deep Creek Mesa development, municipal, recreational, fish and wildlife, and augmentation, including the right to store for later release and to use such water rights by augmentation and replacement. Municipal uses are limited to the use of HCU credits previously decreed for municipal use as may be stored in the Lower Pond, SMVC Enlargement. Augmentation uses are limited to those decreed in the augmentation plan in Case No. 10CW192. Irrigation uses are limited to the 1.0 acres of parks and common areas discussed in the augmentation plan portion of the 10CW192 decree. 6. Surface Area: The Lower Pond, SMVC Enlargement adds an additional 0.8 acres to the amount decreed in 90CW69, for a total of 3.8 surface acres. 7. Remarks/Land Ownership: The Lower Pond, SMVC Enlargement is located on the property of Co-Applicant, ARHOC. Water stored in the Lower Pond, SMVC Enlargement is used exclusively upon lands owned and/or controlled by Applicant, SMVC. The Lower Pond, SMVC Enlargement is used upon the Subject Property, as described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein. The use and operation of the Lower Pond, SMVC Enlargement, is governed by a Co-Use Agreement between Applicant, SMVC, and Co-Applicant, ARHOC, as may be amended from time to time. V. Underground Water Rights. A. Name of Structures: Aldasoro Wells Nos. 1 through 12, SMVC Enlargement, as previously decreed in Case No. 90CW152 and Case No. 10CW192, and TAP Well Nos. 5 and 6, SMVC Enlargement as may be relocated within the TAP Well Field, as decreed in Case No. 09CW186 (collectively "Well Enlargement Rights"). 1. Legal Descriptions of Well Locations1: a. Aldasoro Well No. 1: Located in the SE1/4 SE1/4 of Section 29, Township 43 North, Range 9 West of the N.M.P.M., approximately 855 feet from the south section line and approximately 560 feet from the east section line of said Section 29, San Miguel County, Colorado; b. Aldasoro Well No. 2: Located in the SE1/4 SE1/4 of Section 20 Township 43 North, Range 9 West of the N.M.P.M., approximately 877 feet from the south section line and approximately 800 feet from the east section line of said Section 20, San Miguel County, Colorado; c. Aldasoro Well No. 3: Located in the SE1/4 SE1/4 of Section 20, Township 43 North, Range 9 West of the N.M.P.M., approximately 946 feet from the south section line, and approximately 1684 feet from the east section line of said Section 20, San Miguel County, Colorado; d. Aldasoro Well No. 4: Located in the SW1/4 SE1/4 of Section 20, Township 43 North, Range 9 West of the N.M.P.M., approximately 740 feet from the south section line, and approximately 2270 feet from the east section line of said Section 20, San Miguel County, Colorado; e. Aldasoro Well No. 5: Located in the NE1/4 SE1/4 of Section 20, Township 43 North, Range 9 West of the N.M.P.M., approximately 1338 feet from the south section line, and approximately 1156 feet from the east section line of said Section 20, San Miguel County, Colorado; f. Aldasoro Well No. 6: Located in the NE1/4 NE1/4 of Section 29, Township 43 North, Range 9 West of the N.M.P.M., approximately 950 feet from the north section line and approximately 1050 feet from the east section line of said Section 29, San Miguel County, Colorado; g. Aldasoro Well No. 7: Located in the NE1/4 NE1/4 of Section 29, Township 43 North, Range 9 West of the N.M.P.M., approximately 1060 feet from the north section line and approximately 1140 feet from the east section line of said Section 29, San Miguel County, Colorado; h. Aldasoro Well No. 8: Located in the NE1/4 NE1/4 of Section 29, Township 43 North, Range 9 West of the N.M.P.M., approximately 835 feet from the north section line and approximately 820 feet from the east section line of said Section 29, San Miguel County, Colorado. i. Aldasoro Well No. 9: Located in the NE1/4 NE1/4 of Section 29, Township 43 North, Range 9 West of the N.M.P.M., approximately 800 feet from the north section line, and approximately 765 feet from the east section line of said Section 29, San Miguel County, Colorado; j. Aldasoro Well No 10: Located in the SE1/4 SE1/4 of Section 29, Township 43 North, Range 9 West of the N.M.P.M., approximately 1095 feet from the south section line and approximately 250 feet from the east section line of said Section 29, San Miguel County, Colorado; k. Aldasoro Well No. 11: Located in the SE1/4 SE1/4 of Section 29, Township 43 North, Range 9 West of the N.M.P.M., approximately 940 feet from the south section line, and approximately 360 feet from the east section line of said Section 29, San Miguel County, Colorado; l. Aldasoro Well No. 12: Located in the SE1/4 SE1/4 of Section 29, Township 43 North, Range 9 West of the N.M.P.M., approximately 1085 feet from the south section line, and approximately 140 feet from the east section line of said Section 29, San Miguel County, Colorado; m. TAP Well No. 5: Located in the NE1/4 NE1/4 of Section 32, Township 43 North, Range 9 West of the N.M.P.M. at a point approximately 1,047 feet from the north section line and 165 feet from the east section line of said Section 32, San Miguel County, Colorado; n. TAP Well No. 6: Located in the NW1/4 NW1/4 of Section 33, Township 43 North, Range 9 West of the N.M.P.M., at a point approximately 917 feet from the north section line and 757 feet from the west section line of said Section 33, San Miguel County, Colorado; o. TAP Well Field: TAP Wells Nos. 5 and 6, described above, are located on property owned by Applicant SMVC and/or its affiliates including Alley Oop Holdings, LLC and Genesee Properties, Inc. The property is depicted on the attached map Exhibit B outlined as the "Tap Well Field Boundary." Pursuant to agreements between SMVC and ARHOC and decree in Case No. 10CW192, TAP Wells Nos. 5 and 6 may be relocated within said property to locations more conducive to the development of that property subject to the terms and conditions decreed in Case No. 10CW192. The location of the TAP Well Field (and the other above described Aldasoro wells) is depicted on attached Exhibit B. 2. Source: All of the above described structures, excepting the TAP Well Nos. 5 and 6/ TAP Well Field, produce groundwater tributary to Remine Creek, tributary to the San Miguel River as decreed in Case No. 09CW186. The TAP Wells are directly tributary to the San Miguel River, as likewise decreed in 09CW186. 2. Appropriation: December 28, 2010. 3. Amounts of Water: Up to 10.33 acre feet annually, of production beyond that already decreed, to the Well Enlargement Rights at the above described structures, at the decreed rates of production, conditional. 4. Use: Domestic and irrigation, including the right to use such water rights by augmentation and replacement. Irrigation uses are limited to 1.72 acres of lawn and garden discussed in the augmentation plan decreed in Case No. 10CW192. 5. Remarks: The volume of water to be withdrawn under the Well Enlargement Rights is decreed as an enlargement of the combined annual volumetric limits from such structures in the amount of 10.33 AF for supply to the Subject Property. VI. Detailed Outline of Diligence. Per the decree entered in 10CW192 on August 28, 2014, the above described surface water rights, surface water storage rights, and underground water rights are conditional water rights awarded to the Applicant for various purposes outlined above, and are depicted on attached **Exhibit A.** Pursuant to C.R.S. §37-92-301(4)(b), work on one component of an integrated system shall be considered in finding that reasonable diligence has been shown for all components of the integrated system. The conditional water rights described in Case No. 10CW192 are part of such an integrated system, in conjunction with the plan for augmentation likewise decreed in Case No. 10CW192. During the subject diligence period, Applicant and Co-Applicant have outlaid the following expenditures or completed the following work related to the conditional water rights: A. Engineering expenditures amounting to approximately $62,000 for surveying, pipeline design and evaluation, permit applications, and easements development; and created and revised applicable engineering models and reports for pipelines, Water Supply Plan, and water resources. B. Ongoing briefings, correspondence, and meetings with the San Miguel County Board of County Commissioners. C. Coordination and collaboration with Co-Applicant, ARHOC, for extension of Carr & Waddle Ditch to both Remine Pond and Remine Creek. D. Expenditures of approximately $560,000 for legal fees and associated costs for development of Society Turn and Deep Creek Mesa parcel. E. Application, permitting, drilling, and construction of enlargement of Aldasaro wells. F. Continued drafting, evaluation, and Homeowners Association Declarations, Rules, and Regulations covering and as related to water supplies. VII. Name and address of the owners of land on which structures are located. Applicant or Co-Applicant owns the land, structures in which the Applicant and Co-Applicant already maintain an ownership interest therein, where the point of diversion, ponds, wells and/or well fields are located and the beneficial use of the water from this source will be upon the Applicant's or Co-Applicant's land. **SAN MIGUEL COUNTY**

YOU ARE FURTHER NOTIFIED THAT you have until the last day of November, 2020 to file with the Water Clerk a Verified Statement of Opposition setting forth facts as to why a certain application should not be granted or why it should be granted only in part or on certain conditions. A copy of such a Statement of Opposition must also be served upon the applicant or the applicant's attorney and an affidavit of certificate of such service shall be filed with the Water Clerk, as prescribed by C.R.C.P. Rule 5. (Filing fee: $192.00; Forms may be obtained from the Water Clerk's Office or on our website at www.courts.state.co.us). (This publication can be viewed in its entirety on the state court website at: www.courts.state.co.us). FRED CASTLE, Water Clerk, Water Division 4, 1200 N. Grand Ave., Bin A, Montrose, CO 81401

Public Hearing Notice
Notice Is Hereby Given That The Telluride Town Council, At A Regular Meeting On October 27, 2020 At Approximately 1:00pm, Via A Virtual Meeting, Will Consider Second Reading And Approval Of An Ordinance Authorizing The Issuance Of The Town Of Telluride, Colorado, Taxable Sales Tax Revenue Refunding Bonds (Affordable Housing Project), Series 2020, For The Purpose Of Refunding The Town's Outstanding Taxable Sales Tax Revenue Bonds (Affordable Housing Project), Series 2009, To Achieve Interest Rate Savings; Pledging Certain Affordable Housing Sales And Use Tax Revenues Of The Town For The Payment Of Such Bonds; And Providing Certain Covenants And Other Details In Connection Therewith. Tiffany Kavanaugh, Town Clerk

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Public Hearing Notice
Notice Is Hereby Given That The Telluride Town Council, At A Regular Meeting On October 27, 2020 At Approximately 1:00pm, Via A Virtual Meeting, Will Consider Second Reading And Approval Of An Ordinance Of The Town Council Of The Town Of Telluride Authorizing The Town To Enter Into A Lease Financing To Refinance Certain Outstanding Certificates Of Participation, Series 2010; Authorizing Documents In Connection Therewith; Setting Forth Parameters And Restrictions With Respect To The Lease Financing; And Providing For Other Matters Related Thereto. Tiffany Kavanaugh, Town Clerk

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Public Hearing Notice
Notice Is Hereby Given That The Telluride Town Council, At A Regular Meeting On October 27, 2020 At Approximately 1:00pm, Via A Virtual Meeting, Will Consider Second Reading And Approval Of An Ordinance Of The Town Council Of The Town Of Telluride, Colorado Amending Telluride Municipal Code Chapter 13 Article 4 Cross Connection Control To Be Consistent With State Of Colorado Requirements. Tiffany Kavanaugh, Town Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO AND THE WEST REGION WILDFIRE COUNCIL REGARDING U.S.D.A. SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT, TITLE III AWARDS WITH WILDFIRE MITIGATION ACTIVITIES IN SAN MIGUEL COUNTY, COLORADO

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into on the 3rd day of February, 2021, between the Board of County Commissioners of the County of San Miguel, Colorado, ("San Miguel County") and West Region Wildfire Council ("WRWC"), a Colorado non-profit corporation.

A. RECITALS.

Pursuant to Title III of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, participating counties may receive and utilize funds for certain fire mitigation activities. Under the authority of an MOU dated September 27, 2017, San Miguel County transferred $21,573.23 Title III funds (2014 and 2015 allocations) to the West Region Wildfire Council/ San Juan Mountains Association for use by West Region Wildfire Council for fire mitigation activities within San Miguel County, Colorado pursuant to Title III of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

In 2017 San Miguel County was authorized to receive Title III funds in the amount of $5,865.56 and received those funds in 2018. In 2018, San Miguel County was authorized to receive Title III funds in the amount of $5,856.79 and received those funds in 2019. In 2019 San Miguel County was authorized to receive Title III funds in the amount of $4,948.49 and received those funds in 2020. There was no receipt of funds for the FFY 2016 authorization.

San Miguel County wishes to transfer those Title III Funds (Federal Fiscal Year authorizations 2017, 2018, 2019) currently held by San Miguel County, in the amount of $16,670.84 to West Region Wildfire Council for use by West Region Wildfire Council for fire mitigation activities within San Miguel County, Colorado pursuant to Title III of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, according to the terms and conditions of this Agreement.

Through an amendment to this MOU, future Title III authorizations received by the county may be transferred to West Region Wildfire Council for use by West Region Wildfire Council for fire mitigation activities within San Miguel County, Colorado pursuant to Title III of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, according to the terms and conditions of this Agreement.

The amounts allotted to San Miguel County by the USDA vary from year to year. Continued funding depends on further appropriation by the USDA.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, the parties herein agree to the following terms and conditions:

1. TERM.

This Agreement shall will become effective upon the date entered into as set forth above and shall remain in force until all Title III Funds received and designated by San Miguel County have been disbursed by San Miguel County to West Region Wildfire Council and all associated reports and documentation have been completed and accepted by the United States Department of Agriculture unless sooner terminated, amended or replaced as provided herein.

2. CONSIDERATION.

A. In consideration and exchange for West Region Wildfire Council's wildfire mitigation activities, San Miguel County agrees to and shall:

1. Transfer those Title III Funds identified above currently held by San Miguel County to West Region Wildfire Council.

2. Publish the proposal for use of Title III Funds pursuant to Section 302(b) of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

B. In consideration and exchange for San Miguel County's transfer of Title III Funds, West Region Wildfire Council agrees to and shall:

1. Utilize the Title III Funds for fire mitigation activities within San Miguel County, Colorado pursuant to the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, ONLY for the following:

a. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

b. Develop and carry out community wildfire protection plans in coordination with the appropriate Secretary concerned.

2. Maintain all necessary and appropriate records regarding receipt and expenditures of the Title III Funds and provide all records requested by San Miguel County and/or the United States Department of Agriculture to satisfy its obligations under this Agreement and in accordance with the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

3. Prior to the expiration of this Agreement, warrant and certify in writing to San Miguel County that they have complied with the requirements of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended by P.L. 115-141, for uses associated with Title III County Funds as set forth by the United States Department of Agriculture and all other provisions of applicable law and regulation

3. INDEPENDENT CONTRACTOR.

A. In carrying out its obligations and activities under this Agreement, West Region Wildfire Council is acting as an independent contractor and not as an agent, partner, joint venture or employee of San Miguel County. West Region Wildfire Council does not have any authority to bind San Miguel County in any manner whatsoever.

B. West Region Wildfire Council acknowledges and agrees that West Region Wildfire Council is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from San Miguel County.

4. INDEMNIFICATION.

West Region Wildfire Council shall indemnify, defend and hold harmless San Miguel County, its commissioners, officers, employees and agents, of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of West Region Wildfire Council or its employees, sub-contractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

West Region Wildfire Council agrees that at all times during the Term of this Agreement that West Region Wildfire Council shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, West Region Wildfire Council will provide insurance certificates to San Miguel County. Such policies shall not be materially changed or cancelled without thirty (30) days prior notice to San Miguel County.

A. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by West Region Wildfire Council during the term of this Agreement.

B. Comprehensive General Liability Insurance or the equivalent.

C. Comprehensive automobile liability insurance on all vehicles used by West Region Wildfire Council in the performance of this Agreement, or in addition or in the alternative non-owned vehicle insurance to the extent applicable.

6. DELEGATION AND ASSIGNMENT.

West Region Wildfire Council shall not delegate or assign its duties under this Agreement without the prior written consent of San Miguel County which consent San Miguel County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

7. IMMIGRATION COMPLIANCE CERTIFICATION.

West Region Wildfire Council certifies that West Region Wildfire Council does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that West Region Wildfire Council has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

West Region Wildfire Council agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

West Region Wildfire Council agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

San Miguel County:
Jennifer Dinsmore
Chief Administrative Officer/ EM Coordinator
San Miguel County
684 CR 63L
Telluride, CO 81435

With a Copy to:
Mike Bordogna, County Manager
San Miguel County
PO Box 1170
Telluride, Colorado 81435

Ramona Rummel, Finance Director
San Miguel County
Po Box 486
Norwood, CO 81423

West Region Wildfire Council:
Jamie Gomez
Executive Director
West Region Wildfire Council
510 S. Cascade Ave.
Montrose, Colorado 81401

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

10. MISCELLANEOUS.

A. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

B. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

C. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by San Miguel County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, San Miguel County, Colorado.

12. COUNTERPARTS: ELECTRONIC TRANSMISSION.

This Agreement may be executed and submitted via electronically and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All electronic counterparts shall be promptly followed with delivery of original executed counterparts.

13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF SAN MIGUEL, COLORADO

By: _____
Lance Waring, Chair

ATTEST:

_____
Carmen Warfield, Deputy to BoCC

WEST REGION WILDFIRE COUNCIL,
(a Colorado non-profit corporation)

By: _____
Jamie Gomez, Executive Director

West Region Wildfire Council

Activities & Accomplishment Report

To: San Miguel County Board of County Commissioners
From: Staff of the West Region Wildfire Council
Date: February 3, 2021
Re: West Region Wildfire Council San Miguel County Accomplishments & Title III Allocation Request

Dear Commissioners Cooper, Waring and Holstrom -

With the most recent winter storm bringing in some much needed snow (SNOTEL Current Snow Water Equivalent is showing the San Miguel, Dolores, Animas and San Juan basins at 76% of average as of 1/25/21) it's a good time to reflect on Colorado's 2020 wildfire season while looking ahead to plan, prepare and consider how we can adapt for a changing climate, dynamic ecosystems, a growing Wildland Urban Interface/Intermix and the realities of wildland fire in San Miguel County. Last year's wildfire season shattered records for acres burned as well as extreme fire behavior – the East Troublesome Fire grew over 100,000 acres in a single day (1). To put that 100K figure in to perspective, prior to the 2020 season, the largest fire in recorded state history was the Hayman Fire which had a total footprint of 137,760 acres. The Cameron Peak, East Troublesome, Pine Gulch, and Mullen Fires (on the boarder with WY) all happened in 2020 and were all bigger than the Hayman Fire. Numerous other western states also experienced significant wildfire seasons.

Locally, in San Miguel County the July 2020 Green Meadows Fire highlighted potential for wildfire within the county, the value of the considerable coordination between the numerous responding agencies that managed to contain the fire as well as the importance and value of wildfire preparedness and mitigation. WRWC would like to call your attention a recent "success story" of mitigation making a difference in the survival of a home during the Green Meadows Fire. This homeowner completed a Defensible Space project, with technical assistance and financial incentives provided through the West Region Wildfire Council's Vegetation Management Cost-Share program in 2018. This example provides a strong case for the effectiveness of mitigation. The West Region Wildfire Council remains committed to engaging homeowners in completing mitigation work to reduce their risk from wildfire in San Miguel County.

The ongoing Pinyon Ips Beetle outbreak affecting pinyon pine in our region has caused WRWC and our partners to adjust fuels treatment implementation timelines. As a result, the 'work-window' for vegetation management projects, occurring in pinyon pine woodlands, and associated with the Council's cost-share program, is now October 15 thru March 15 – which conservatively corresponds with the endemic beetle's annual temperature induced dormancy period.

On behalf of the West Region Wildfire Council (WRWC) Staff, Board of Directors & partners, we'd like to thank San Miguel County for its continued support of our organization as we work to increase the pace and scale of wildfire mitigation, preparedness and adaptation. The funding that the County has allocated to the Council via SRS Title III funds has directly contributed to the Council's ability to make education, technical assistance and financial incentives available to San Miguel County residents since 2011 and have had measurable, tangible and lasting outcomes. Since that time, WRWC has worked with local fire protection districts, homeowners' associations, community leaders, and individual homeowners to identify wildfire risk and take proactive steps towards reducing those risks *ahead* of a future wildfire event. While there is a lot more work to be accomplished, thus far, these collaborative efforts have resulted in the outcomes listed within the rest of this report.

(1) The 100,000 acre fire growth figure is an estimate from a fire manager as reported on a Denver based CBS affiliate:

Site Visits

- Knowledge transfer related to science-based identification of wildfire risk vulnerabilities, as well as the specific measures to mitigate those risk vulnerabilities, is a challenging undertaking. WRWC staff believe that conducting an in person and on-site visit, where a homeowner receives site specific risk reduction recommendations from a trained Mitigation Specialist and Forester, is the most effective method for knowledge transfer that leads to action and tangible risk reduction outcomes.
- In 2020, WRWC's Wildfire Mitigation Forester, Courtney Haynes, completed:
    - Forty-six (46) Site Visits in San Miguel County at large.
    - Of those 46 Site Visits, Tanya Banulis from the Colorado State Forest Service Montrose Field office participated in eleven (11) of them.
    - One-hundred fifteen (115) within the community of Trout Lake utilizing the MyWildfireRisk mobile application. (Additional information about our work in Trout Lake is in another section of this report)
    - Since 2011, a total of 277 Site Visits have been completed in San Miguel County.

Rapid Wildfire Risk Assessments

- In addition to Site Visits, WRWC also believes in taking a systematic approach to understanding wildfire risk at the parcel scale using a census style, curbside Rapid Wildfire Risk Assessment, in order to better assess the wildfire risk of each home within a given geographic area – typically a fire protection district or community.
- In 2013 and 2015, in partnership with the Telluride Fire Protection District and Norwood Fire Protection, the West Region Wildfire Council conducted a census style, curb-side Rapid Wildfire Risk Assessment of every home considered to be at risk to wildfire within the respective fire districts.
    - Individualized Rapid Wildfire Risk Assessment webpages currently available at: www.COwildfire.org/myhome (To view an example, use "Test01" in the access ID code prompt).
- The course summary of the results of those Rapid Assessments is shown in the table below:

FPD	Date of Assessments	Low	Moderate	High	Very High	Extreme	Total # of Homes Rapidly Assessed
Telluride	2013	121	46	365	838	559	1,928
Norwood	2015	79	39	130	83	25	356

WRWC Cost-Share Program – San Miguel County 2011 to 2020

- Continued availability of the WRWC **Cost-Share Program**, which has historically provided up to 75% cost-share funding for **defensible space** and **strategic landscape-scale fuels reduction** projects.
- Since 2011, **182.1 acres** of hazardous fuels reduction projects have been coordinated and funded by WRWC in San Miguel County. These projects serve to provide community-scale fuels reductions projects and/or increase the amount of defensible space surrounding homes
- **$135,217.27 in WRWC Cost-Share Program funding** has been awarded to San Miguel County residents to empower hazardous fuels reduction work.
- Homeowners have contributed **$182,567.07 in cash-match*** as well as an additional **$36,933.02 of in-kind** match, mostly in the form of sweat equity. (*This figure includes investments made by the Town of Mountain Village via their Defensible Space Rebate Program. Please see cost-share program table below as well as TOMV section).
- These values *do not* reflect the dollar value of staff time associated with outreach, education, technical assistance, contractor management, overall program coordination as well as general administrative costs associated with program delivery in San Miguel County.

- Leveraging funding: WRWC has applied for and administered numerous grants to further our collective efforts in San Miguel County.
- Foresters from the Colorado State Forest Service have provided technical assistance on a significant number of the projects completed within San Miguel County.
- The table below provides additional information detail related to projects completed via this program in San Miguel County:

Year	County	Acres	WRWC Cost-Share Contributions	Landowner Cash Matching Contributions	Landowner In-Kind Contributions (volunteer rate from Ind. Sector)
2011	San Miguel	5	$5,150.00	$0.00	$0.00
2012	San Miguel	15.5	$10,401.50	$990.00	$0.00
2013	San Miguel	0	$0.00	$0.00	$0.00
2014	San Miguel	6.77	$13,029.00	$25,758.00	$0.00
2015	San Miguel	1.33	$3,172.75	$3,326.21	$150.60
2016	San Miguel	0	$0.00	$0.00	$0.00
2017	San Miguel	17	$25,623.75	$8,541.25	1233.58
2018	San Miguel	43.2	$25,030.72	$13,424.00	$14,696.00
2019	San Miguel	81.3	$46,141.22	$22,237.66	$17,313.27
2020	San Miguel	5.2	$6,668.33	$10,207.90	$3,539.57
2018-2020	TOMV Defensible Space Rebate Program	6.8		$98,082.00*	
Totals To Date		**182.1**	**$135,217.27**	**$182,567.02**	**$36,933.02**

*This value is an estimate of the sum total of both landowner out-of-pocket costs as well as funds contributed by the Town of Mountain Village.

WRWC Cost-Share Program – 2021 forecast

- WRWC has projects that are currently in scoping, planning or in progress phases in San Miguel County. The following represents additional information about these projects:
  - **Initial scoping**: One (1) defensible space project estimated to be 4.8 acres in size in Telluride Pine
  - **Project is planned, bids solicited, awaiting award agreement signature from landowner:** There are five (5) projects that fall in this category, representing 21.2 acres of fuels management treatments. These projects are in San Juan Vista Estates, Brown Ranch and on Specie Mesa along Peninsula Drive.
  - **Projects are currently in progress:** There are three (3) projects that fall in to this category, representing 19.3 acres of fuels management treatments.

- In summary, we are forecasting that in 2021 in San Miguel County, WRWC is planning to provide financial incentives to complete 38.8 acres of fuels treatments, representing a total cost of approximately $70,000, of which approximately $50,000 of the cost will be contributed by WRWC's program and approximately $20,000 of the cost will be contributed by participating landowners.
- Additional Site Visits and potential cost-share projects, that will occur in 2021, are still to be determined, however we look forward to continued engagement with our partners and community members related to this program.

Homeowner Mitigation Makes a Difference

- The July 2020 Green Meadows Fire started from an undetermined cause on private land within the Telluride Pines community. The fire quickly grew in size, with resources responding in a coordinated fashion from Telluride, Placerville, Norwood, Log Hill, Montrose Fire Departments as well as from the BLM, USFS and DFPC.
- While the fire was ultimately fully contained, it managed to burn 62 acres within the community and resulted in the evacuation of 14 homes. Things could have been significantly worse.
- One home and property experienced little in terms of severe or intense wildfire behavior, likely due (in part) to the fact that the homeowner had implemented a defensible space project with technical assistance from the Colorado State Forest Service as well as financial incentive from the WRWC Cost-Share Program.
- According to fire fighters on the scene, the existing defensible space made a tangible difference in their ability to defend the home. Incidentally, the neighboring home experienced charring as well as a broke window due to the extreme radiant heat associated with nearby burning vegetation. This home required significantly more firefighter suppression actions and resources than its neighboring home, which had completed mitigation work.
- Overall, no lives or homes were lost in this fire, however if the ignition point hand been in a different spot and and had conditions between slightly different, the nature of this fire could have been dramatically different as the local resources that were available for the fire were nearly maxed out.

Town of Mountain Village (TOMV) Defensible Space Rebate Program

- In the winter of 2015/16 staff from the West Region Wildfire Council began conversations with the TOMV regarding their ideas for creating a rebate program to provide technical assistance and a financial incentive for Mountain Village residents to create defensible space.
- WRWC staff consulted with the Town on how to set up a program and worked with town staff on an outreach and education campaign to launch the program during the spring/summer of 2016.
- In 2018, WRWC's Mitigation Specialist, Courtney Haynes, began providing the forestry/fuels technical assistance services, at the request of and supported by the Town, to aid this community in its efforts to provide education and to incentivize homeowners to reduce wildfire risk.
- As of the end of 2020, WRWC had completed 31 Site Visits with corresponding reports, designed and set-up (field marked, scope of work written) approximately 15 projects.
- TOMV is currently in the process of hiring a Forester who, as we understand, will take over full management of the program in 2021 and beyond.

Trout Lake & MyWildfireRisk

- San Miguel County CWPP (2009) assigned the community of Trout Lake with a Hazard/Risk Rating of "High".
- Trout Lake Community Wildfire Risk Assessment (2018) was completed by WRWC staff in coordination with the Trout Lake Cabin Owners Association Lizard Head Land Company well as with input from the USFS Norwood Ranger District, Colorado State Forest Service Montrose Field Office, Telluride Fire Protection District and the San Miguel County Sheriff's Office – Emergency Management Department.
- The report provides seven (7) key recommendations.
- This year, WRWC's Courtney Haynes, completed the field work of recommendation #1 – to complete structure specific site visit for each residence in the community (approximately 115 cabins). Courtney used the Council's

new mobile application and web based system to collect data and generate homeowner reports (reports are currently in progress).

Ski Ranches

- In 2020, a resident within the Ski Ranches community worked with WRWC to complete a defensible space project.
- This project has sparked interest from other community members to begin doing work to reduce wildfire risk on their properties and within the community.
- Additionally, the HOA is reviewing its CC&R's to identify potential revisions that would strengthen the community's ability to proactively reduce wildfire risk while increasing preparedness and resiliency.
- An HOA committee has requested WRWC's assistance with this review by providing committee members with an increased understanding of what actions and activities can truly reduce wildfire risk.

Targeted Community Outreach

- When funding, capacity and needs align, WRWC has conducted a variety of additional outreach campaigns including direct mailings, community meetings, presentations at HOA meetings.

Title III funding: History & Background

Since 2011, San Miguel County has allocated Title III funding to the WRWC for coordinating wildfire mitigation activities in San Miguel County as designated by the Secure Rural Schools and Community Self Determination Act (most up to date information on allowable uses is posted on the USFS website at: https://www.fs.usda.gov/working-with-us/states/secure-rural-schools/title-3). This funding has been used to provide cost share assistance to San Miguel County residents for the completion of hazardous fuels reduction work, and to provide a portion of salary funding for WRWC Staff's efforts and work in San Miguel County. To date:

- Three (3) allocations of Title III funding have been made to WRWC between 2015 and 2018, totaling $36,811.23
- As of January 1, 2021 WRWC holds a balance of $7,347.97 of San Miguel County Title III funds, in account, and designated as "Temporarily Restricted" funds.

2021 Continued San Miguel County Support Request

On behalf of the West Region Wildfire Council staff, Board of Directors and membership at-large, we would like to formally request that the San Miguel County Board of County Commissioners sign the Memorandum of Agreement (MOA) and, as stated within the Agreement, transfer Title III funds in the amount of $16,670.87 to be used by WRWC within San Miguel County, CO for wildfire mitigation activities pursuant to Title III o f the Secure Rural Schools and Community Self-Determination Act of 2000 as amended an in accordance with the Agreement.

We hope that San Miguel County and WRWC's strong and mutual commitment to reducing wildfire risk is valued. We are thankful for the support and collaboration that San Miguel County has provided in the past, and we look forward to working collectively and efficiently together to address wildfire issues in future years.

Jamie Gomez
Executive Director
West Region Wildfire Council

AGENDA ITEM - 7.c.

TITLE:

11:10 am Discussion with the DA, Potential Executive Session for the purpose of receiving legal advice on litigation strategies for the enforcement of public health orders C.R.S.24-6-402 (4)(b)

Presented by: Amy Markwell, County Attorney, Seth Ryan District 7 DA
Time needed: 60 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

DA enforcement of Public Health Orders and Land Use Code Violations: I am only aware of one recent situation where the SO charged a defendant with a violation of the county public health order and the land use code. (2020M88 - San Miguel County). Both of those charges were dismissed by our ADA. I just happened to look up the case on the court's Data Access website after commissioners asked me what was happening - there had been no direct communication between your office and the public health director, planning director and/or the BOCC about that decision. From my perspective, without advance communication on the dismissal of these charges the statutory decision-making authority of county was compromised. With our COVID numbers rising and the prospect of having to shut down businesses again, the commissioners and councilmembers of the Telluride and Mountain Village are trying to understand all of the tools at their disposal for enforcement and to understand your position moving forward in the event that law enforcement issues another summons. If you think some of this discussion should take place in executive session for the purpose of providing legal advice on litigation strategy, just let me know.

- In regards to violations of the public health orders -

CRS 25-1-514: The county attorney for the county or the district attorney of the judicial district in which a cause of action arises shall bring any civil or criminal action requested by a county or district public health director to abate a condition that exists in violation of, or to restrain or enjoin any action that is in violation of, or to prosecute for the violation of or for the enforcement of, the public health laws and the standards, orders, and rules of the state board or a county or district board of health. If the county attorney or the district attorney

fails to act, the public health director may bring an action and be represented by special counsel employed by him or her with the approval of the county or district board. An agency, through its county or district board of health or through its public health director with the approval of the state board, may employ or retain and compensate an attorney to be the legal adviser of the agency and to defend all actions and proceedings brought against the agency or the officers and employees of the agency.

CRS 25-1-516 (1) It is unlawful for any person, association, or corporation and the officers thereof to:

(a) Willfully violate, disobey, or disregard the provisions of the public health laws or the terms of any lawful notice, order, standard, or rule;

(b) Fail to make or file a report required by law or rule of the state board relating to the existence of disease or other facts and statistics relating to the public health;

(c) Willfully and falsely make or alter a certificate or certified copy of any certificate issued pursuant to the public health laws;

(d) Willfully fail to remove from private property under his or her control at his or her own expense, within forty-eight hours after being ordered to do so by the county or district public health agency, any nuisance, source of filth, or cause of sickness within the jurisdiction and control of the agency whether the person, association, or corporation is the owner, tenant, or occupant of the private property; except that, when the condition is due to an act of God, it shall be removed at public expense; or

(e) Pay, give, present, or otherwise convey to any officer or employee of an agency any gift, remuneration, or other consideration, directly or indirectly, that the officer or employee is forbidden to receive by the provisions of this part 5.

(2) It is unlawful for any officer or employee of any agency or member of any county or district board of health to accept any gift, remuneration, or other consideration, directly or indirectly, for an incorrect or improper performance of the duties imposed upon him or her by or on behalf of the agency or by the provisions of this part 5.

(3) Any person, association, or corporation, or the officers thereof, who violates any provision of this section is guilty of a class 1 misdemeanor and, upon conviction thereof, shall be punished pursuant to the provisions of section 18-1.3-501, C.R.S . In addition to the fine or imprisonment, the person, association, or corporation shall be liable for any expense incurred by health authorities in removing any nuisance, source of filth, or cause of sickness. Conviction under the penalty provisions of this part 5 or any other public health law shall not relieve any person from any civil action in damages that may exist for an injury resulting from any violation of the public health laws.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Attorney
Description:			

AGENDA ITEM - 7.d.

TITLE:

Lunch Break 12:10 pm - 12:45 pm

Presented by:
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

AGENDA ITEM - 8.a.

TITLE:

12:45 pm Discussion and update with the San Miguel County Stakeholders concerning the COVID 19 outbreak.

Presented by: Grace Franklin, Public Health Director
Time needed: 90 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
PH BOCC Update	2/2/2021
COVID 19 in Mtn Communities	2/2/2021

BOCC Update

02/3/2021

San Miguel County Colorado COVID-19 Dashboard

Total Local Cases
711
Updated daily. PCR & Antigen positives

Active Local Cases
83
Updated daily

1 of 9
Weekly Tests
947
Jan 25-31
Updated weekly

Total Tests
11,541
Updated weekly

Positivity & Incidence rates daily updates are available on the Colorado Dial Dashboard.

San Miguel County COVID-19 community health metrics, information and news
https://www.sanmiguelcountyco.gov/coronavirus
State of Colorado COVID-19 Data
https://covid19.colorado.gov/data

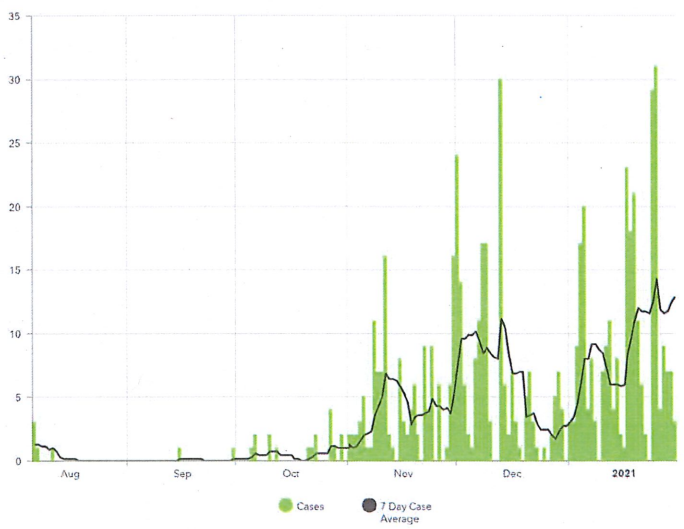
1 of 9
Positivity Rate
7.5%
Jan 18-31
Updated Tuesdays from the Colorado Dial Dashboard

1 of 9
Incidence Rate
1774
Jan 18-31
Updated Tuesdays from the Colorado Dial Dashboard

Hospitalizations
0
Current

Hospitalizations
9
Since March 2020

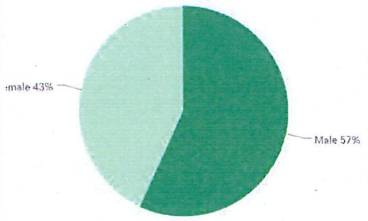
San Miguel County PCR/Antigen Positive COVID-19 Local Cases and 7 Day Case Average



A downloadable data table for this graph is available on our Open Data site. Source: San Miguel County DPHE

Cases & 7 Day Average | Biweekly Cases | WWT Sampling | Cases by Location

Local COVID-19 Cases by Gender

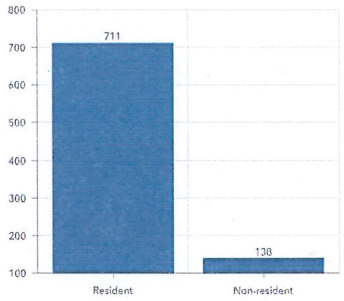


Source: San Miguel County DPHE

Local COVID-19 Cases by Age Group

Source: San Miguel County DPHE

Total COVID-19 Cases by Resident Status

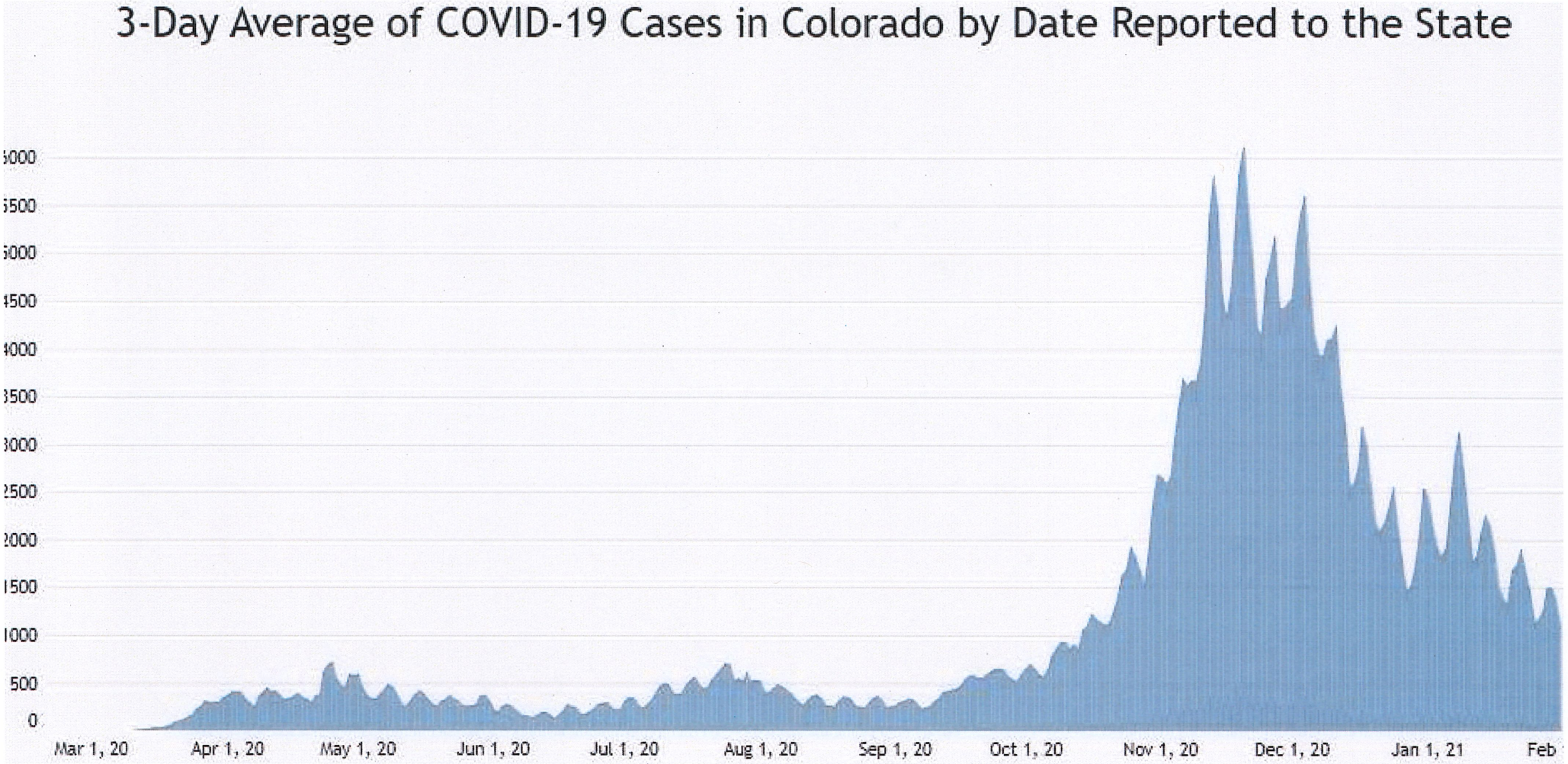


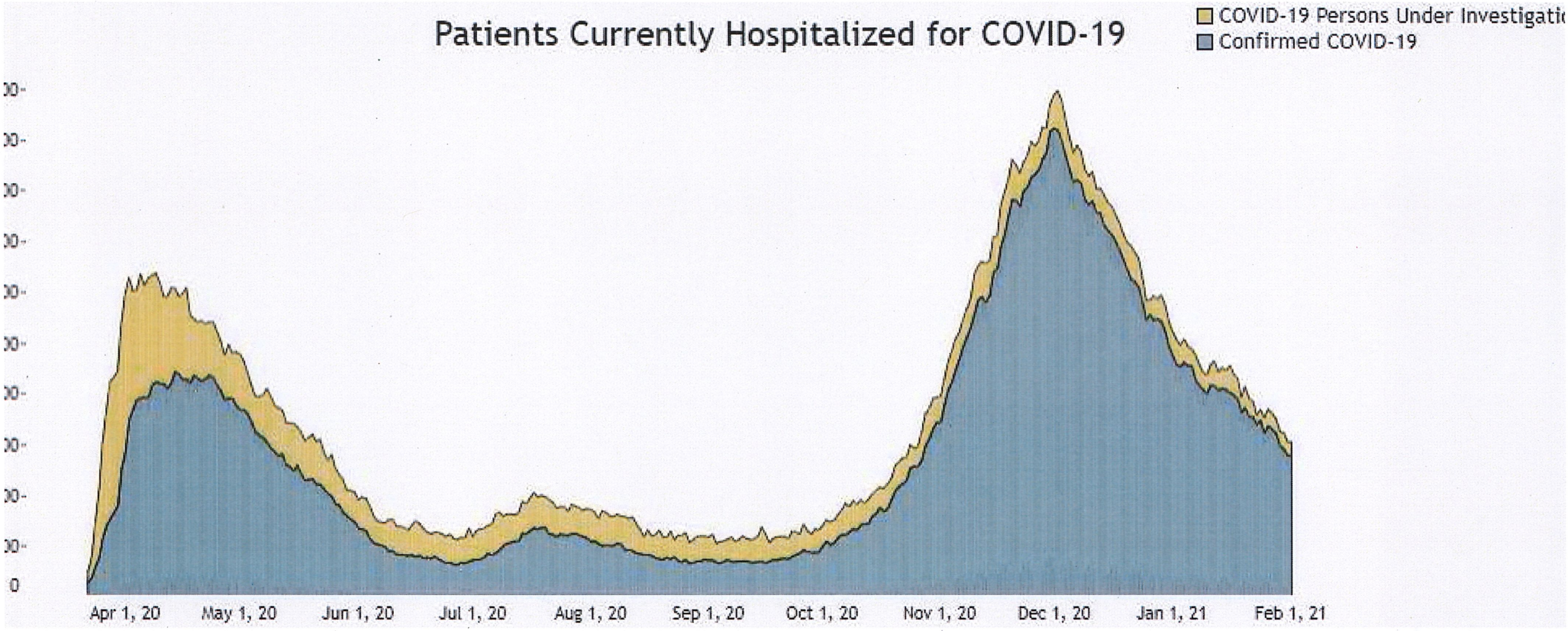
Most non-resident cases are recovering in their home communities.

Source: San Miguel County DPHE

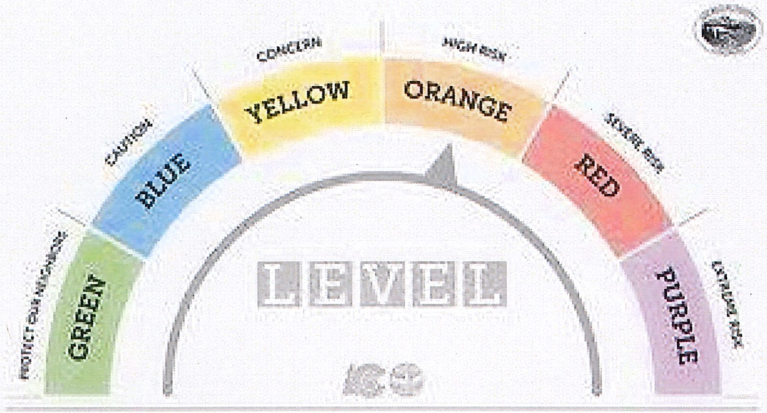
Vaccines Administered
1,351
Updated weekly

Total | 1st Doses | 2nd Doses


3-Day Average of COVID-19 Cases in Colorado by Date Reported to the State
6000
5500
5000
4500
4000
3500
3000
2500
2000
1500
1000
500
0
Mar 1, 20
Apr 1, 20
May 1, 20
Jun 1, 20
Jul 1, 20
Aug 1, 20
Sep 1, 20
Oct 1, 20
Nov 1, 20
Dec 1, 20
Jan 1, 21
Feb


Patients Currently Hospitalized for COVID-19
COVID-19 Persons Under Investigati
Confirmed COVID-19
0
Apr 1, 20
May 1, 20
Jun 1, 20
Jul 1, 20
Aug 1, 20
Sep 1, 20
Oct 1, 20
Nov 1, 20
Dec 1, 20
Jan 1, 21
Feb 1, 21

San Miguel County
Safer at Home - Orange
High Risk



Schools
In-person or remote as appropriate and as delineated by each school in congruence with Public Health.

Private Gatherings
Limited to no more than 10 people from no more than 2 households.

Restaurants
25% capacity or 50 people, whichever is fewer. Last call 10 p.

Bars
Closed, unless food is being served and groups are seated. Last call 10 p.

Gyms & Fitness Groups
25% capacity or 25 people if indoors, whichever is fewer. Groups of no more than 10 if outdoors.

Group Sports
Virtual or outdoors in groups of no more than 10 participants.

Retail
50% capacity or 50 people, whichever is fewer.

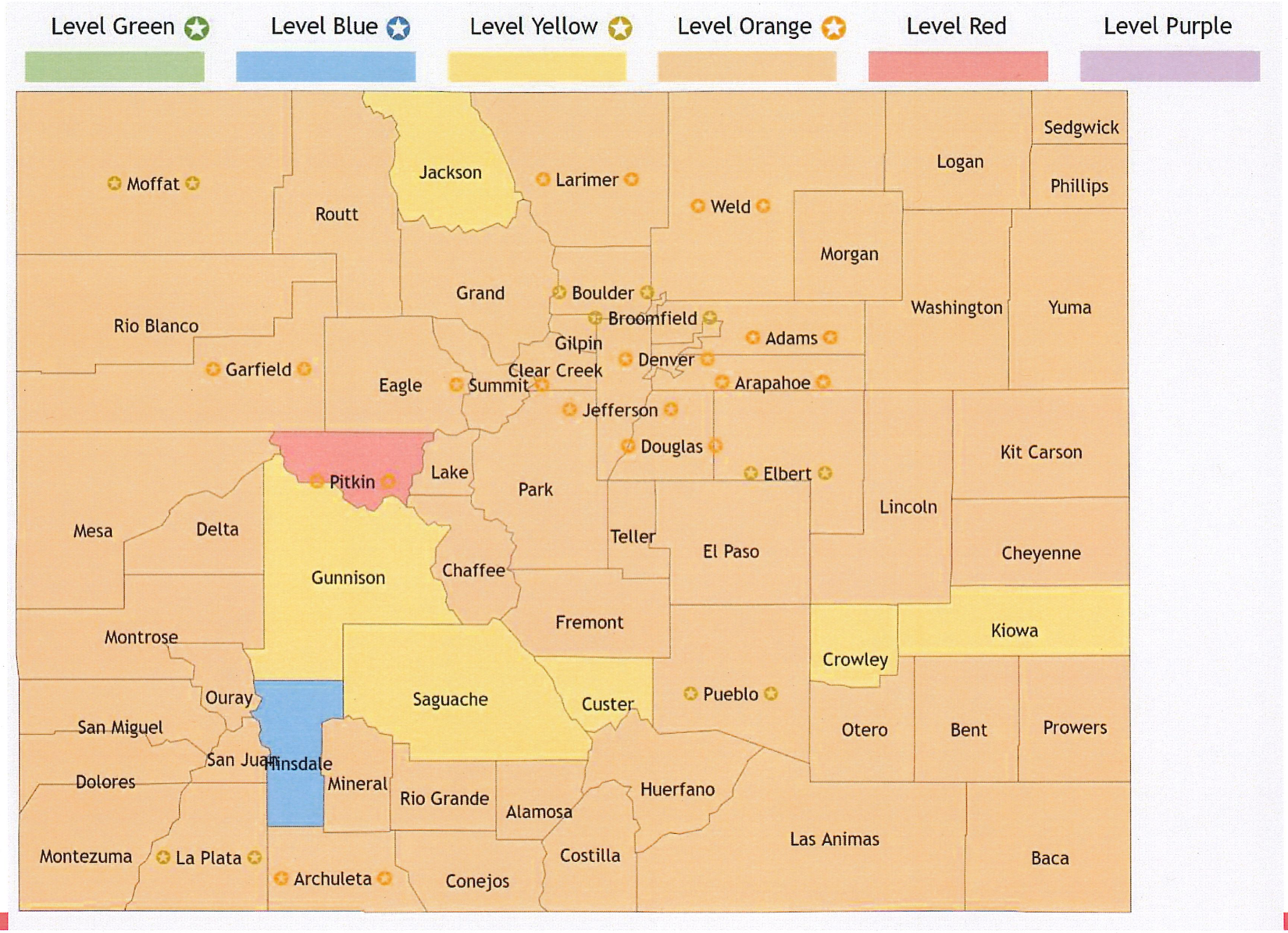
Offices
25% capacity, remote work advised wherever possible.

Lodging
No more than 60% occupancy per Appendix A. No more than 10 people from no more than 2 households per unit.

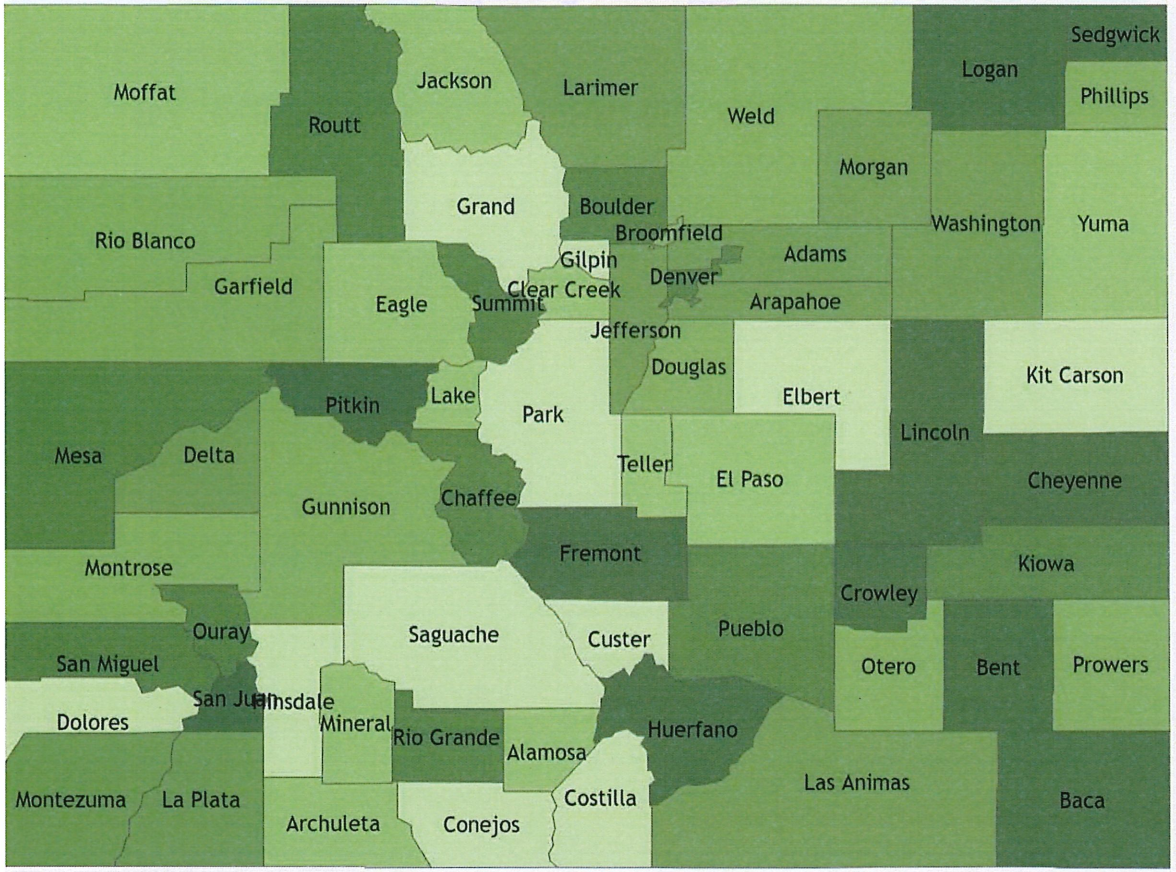
Travel by Air
Nonessential travel should be avoided.

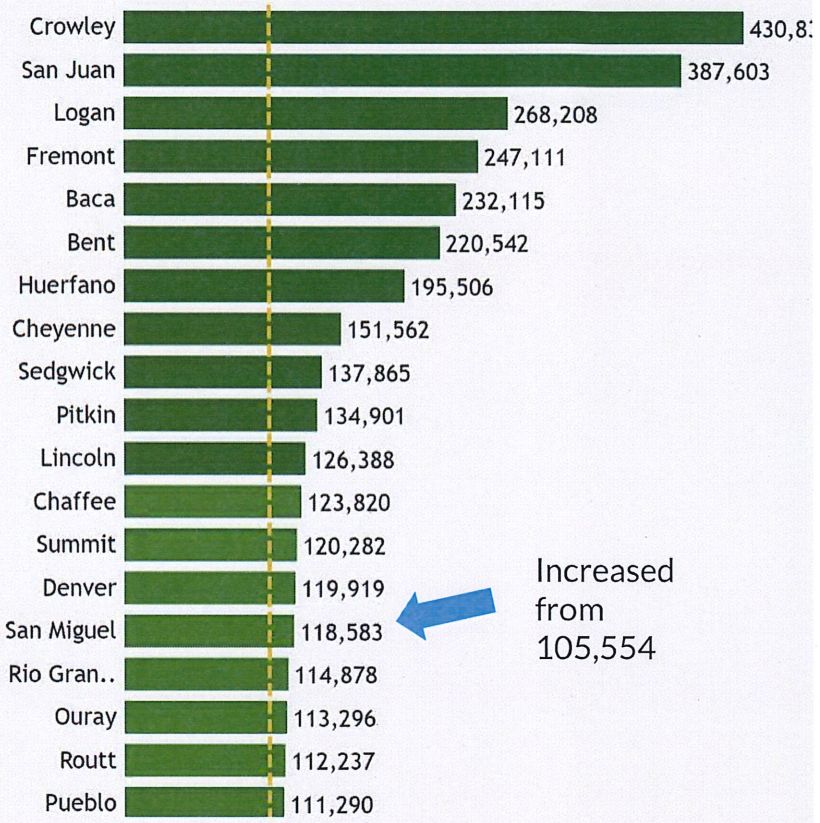
Travel by Car
Nonessential travel should be avoided, regional outbreaks are high risk.

5 Commitments
Wear a mask
Maintain 6ft physical distance
Minimize group size
Wash hands frequently
Stay home when sick and get tested

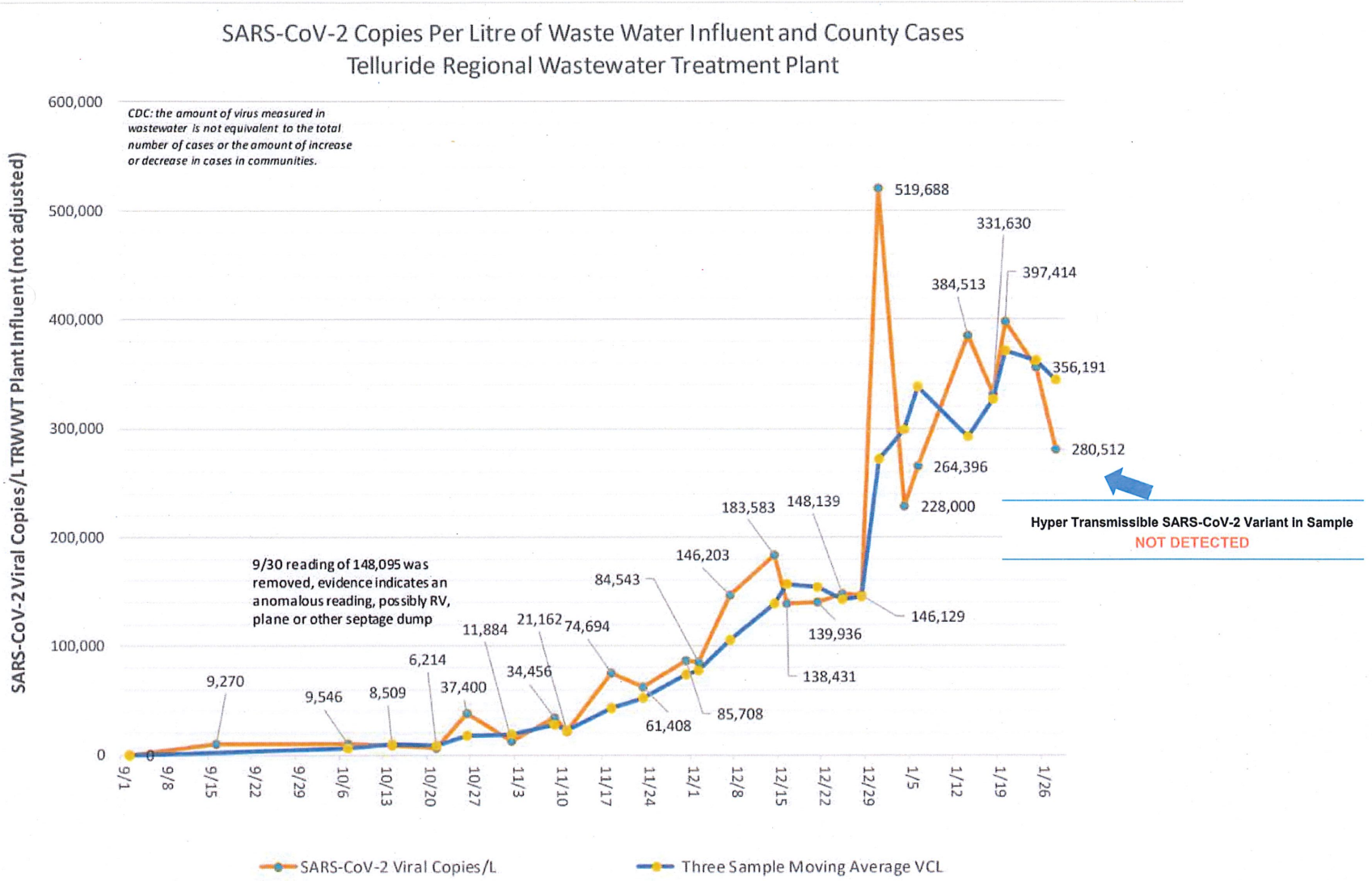

Level Green
Level Blue
Level Yellow
Level Orange
Level Red
Level Purple
Moffat
Routt
Jackson
Larimer
Weld
Logan
Sedgwick
Phillips
Morgan
Washington
Yuma
Grand
Boulder
Broomfield
Adams
Rio Blanco
Gilpin
Denver
Garfield
Clear Creek
Arapahoe
Eagle
Summit
Jefferson
Douglas
Kit Carson
Pitkin
Lake
Park
Elbert
Lincoln
Mesa
Delta
Teller
El Paso
Cheyenne
Gunnison
Chaffee
Fremont
Kiowa
Montrose
Crowley
Ouray
Saguache
Custer
Pueblo
Otero
Bent
Prowers
San Miguel
San Juan
Hinsdale
Dolores
Mineral
Rio Grande
Alamosa
Huerfano
Las Animas
Montezuma
La Plata
Archuleta
Conejos
Costilla
Baca

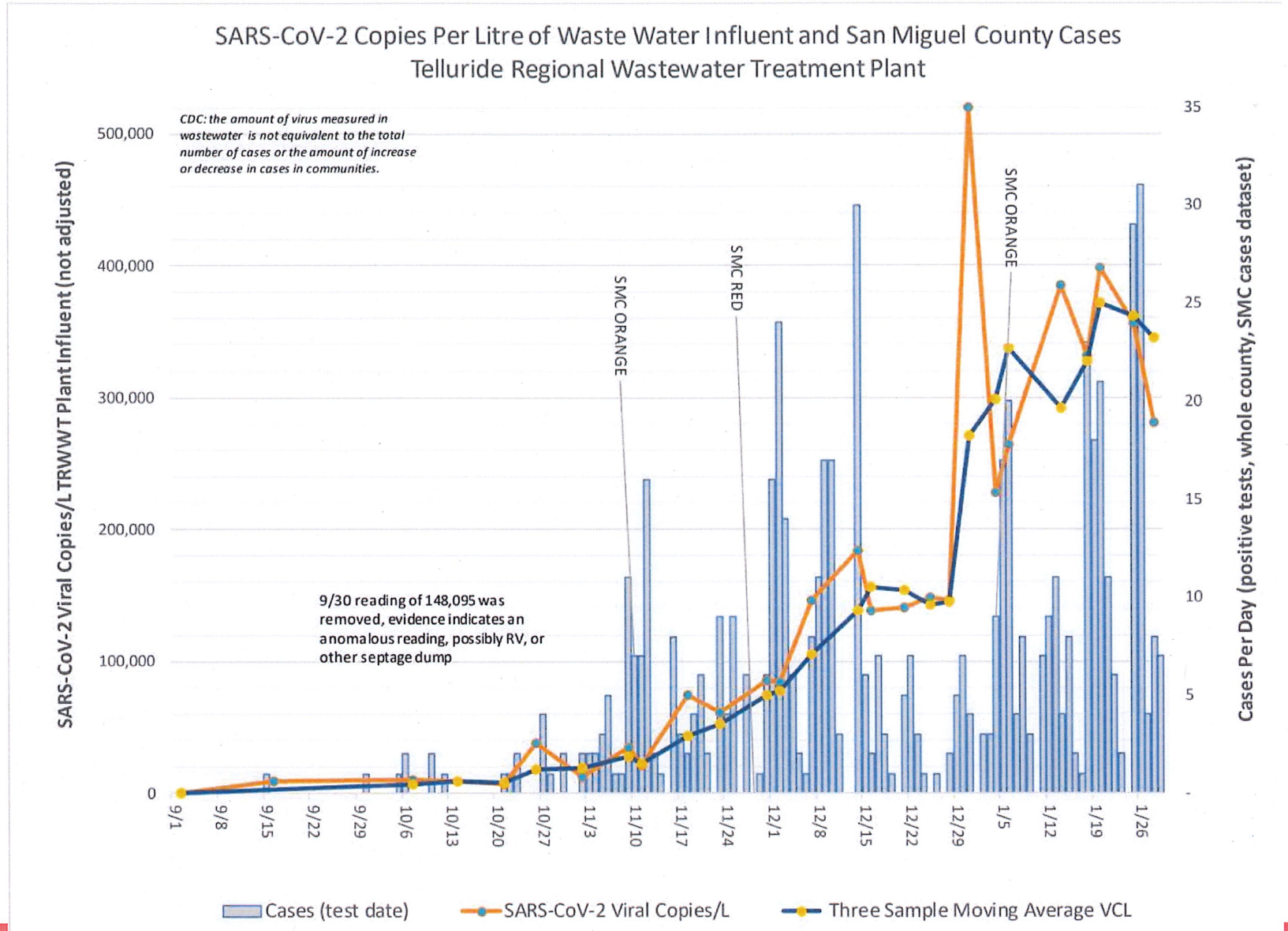
Total COVID-19 Testing Rate per 100,000 People in Colorado By County

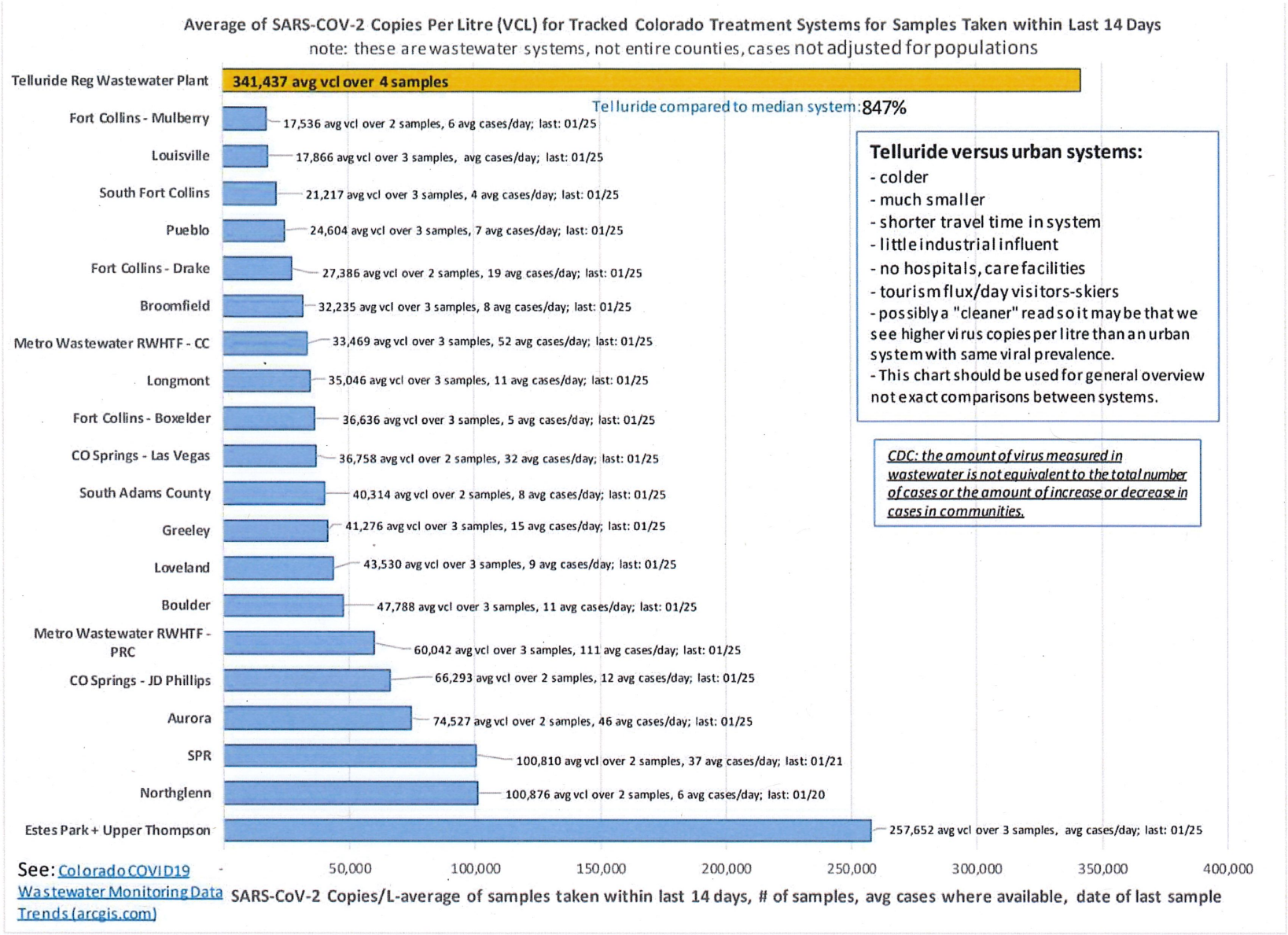




Telluride Regional Wastewater Treatment Plant SARS-CoV-2 Monitoring Program




SARS-CoV-2 Copies Per Litre of Waste Water Influent and San Miguel County Cases
Telluride Regional Wastewater Treatment Plant
CDC: the amount of virus measured in wastewater is not equivalent to the total number of cases or the amount of increase or decrease in cases in communities.
SARS-CoV-2 Viral Copies/L TRWWT Plant Influent (not adjusted)
Cases Per Day (positive tests, whole county, SMC cases dataset)
500,000
400,000
300,000
200,000
100,000
0
35
30
25
20
15
10
5
-
SMC ORANGE
SMC RED
SMC ORANGE
9/30 reading of 148,095 was removed, evidence indicates an anomalous reading, possibly RV, or other septage dump
9/1
9/8
9/15
9/22
9/29
10/6
10/13
10/20
10/27
11/3
11/10
11/17
11/24
12/1
12/8
12/15
12/22
12/29
1/5
1/12
1/19
1/26
Cases (test date)
SARS-CoV-2 Viral Copies/L
Three Sample Moving Average VCL


Average of SARS-COV-2 Copies Per Litre (VCL) for Tracked Colorado Treatment Systems for Samples Taken within Last 14 Days
note: these are wastewater systems, not entire counties, cases not adjusted for populations
Telluride Reg Wastewater Plant
341,437 avg vcl over 4 samples
Telluride compared to median system: 847%
Fort Collins - Mulberry
17,536 avg vcl over 2 samples, 6 avg cases/day; last: 01/25
Louisville
17,866 avg vcl over 3 samples, avg cases/day; last: 01/25
South Fort Collins
21,217 avg vcl over 3 samples, 4 avg cases/day; last: 01/25
Pueblo
24,604 avg vcl over 3 samples, 7 avg cases/day; last: 01/25
Fort Collins - Drake
27,386 avg vcl over 2 samples, 19 avg cases/day; last: 01/25
Broomfield
32,235 avg vcl over 3 samples, 8 avg cases/day; last: 01/25
Metro Wastewater RWHTF - CC
33,469 avg vcl over 3 samples, 52 avg cases/day; last: 01/25
Longmont
35,046 avg vcl over 3 samples, 11 avg cases/day; last: 01/25
Fort Collins - Boxelder
36,636 avg vcl over 3 samples, 5 avg cases/day; last: 01/25
CO Springs - Las Vegas
36,758 avg vcl over 2 samples, 32 avg cases/day; last: 01/25
South Adams County
40,314 avg vcl over 2 samples, 8 avg cases/day; last: 01/25
Greeley
41,276 avg vcl over 3 samples, 15 avg cases/day; last: 01/25
Loveland
43,530 avg vcl over 3 samples, 9 avg cases/day; last: 01/25
Boulder
47,788 avg vcl over 3 samples, 11 avg cases/day; last: 01/25
Metro Wastewater RWHTF - PRC
60,042 avg vcl over 3 samples, 111 avg cases/day; last: 01/25
CO Springs - JD Phillips
66,293 avg vcl over 2 samples, 12 avg cases/day; last: 01/25
Aurora
74,527 avg vcl over 2 samples, 46 avg cases/day; last: 01/25
SPR
100,810 avg vcl over 2 samples, 37 avg cases/day; last: 01/21
Northglenn
100,876 avg vcl over 2 samples, 6 avg cases/day; last: 01/20
Estes Park + Upper Thompson
257,652 avg vcl over 3 samples, avg cases/day; last: 01/25
Telluride versus urban systems:
- colder
- much smaller
- shorter travel time in system
- little industrial influent
- no hospitals, care facilities
- tourism flux/day visitors-skiers
- possibly a "cleaner" read so it may be that we see higher virus copies per litre than an urban system with same viral prevalence.
- This chart should be used for general overview not exact comparisons between systems.
CDC: the amount of virus measured in wastewater is not equivalent to the total number of cases or the amount of increase or decrease in cases in communities.
See: Colorado COVID19 Wastewater Monitoring Data Trends (arcgis.com)
50,000
100,000
150,000
200,000
250,000
300,000
350,000
400,000
SARS-CoV-2 Copies/L-average of samples taken within last 14 days, # of samples, avg cases where available, date of last sample

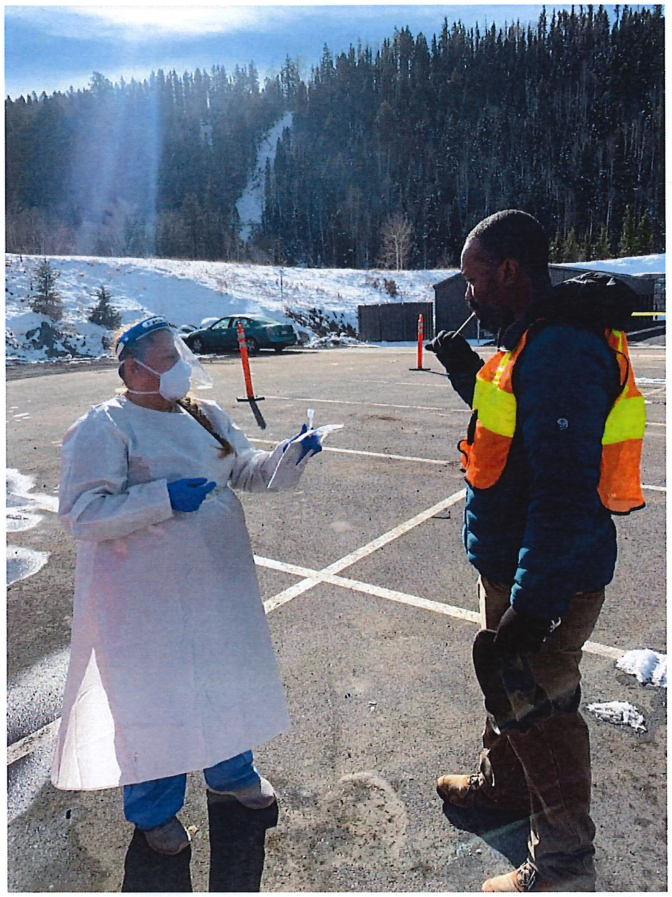
COVID Testing

Tests Administered : 947

- Microgen / PH: 551
- TMC: 216
- UMC: 42
- TSG: 125
- TWH: 13

Turnaround Time for Labs:

- Microgen: ~ 1-2 days
- Labcorps: ~1-2 days
- State Lab: ~1-2 days



COVID-19 VACCINE DISTRIBUTION

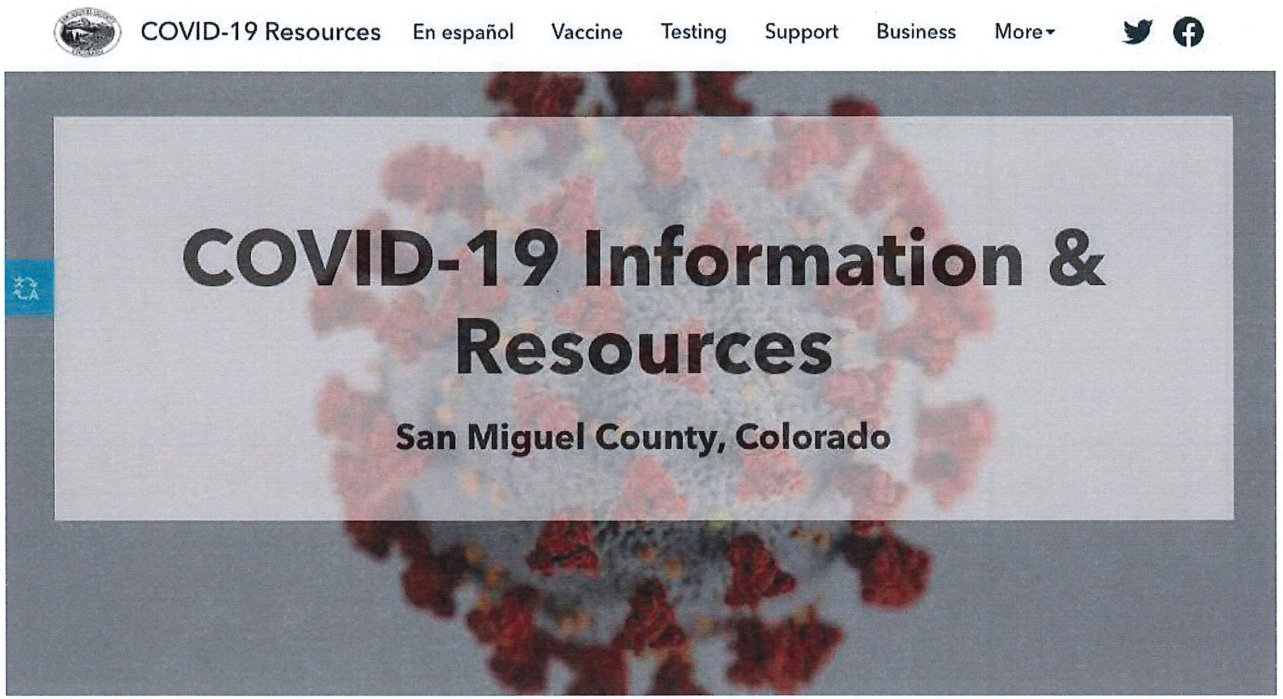
REVISED DATE: 01/29/2021

Winter PHASE: 1A	**Highest-risk health care workers and individuals:**	» People who have direct contact with COVID-19 patients for 15 minutes or more over a 24-hour period.	» Long-term care facility staff and residents.
1B.1	**Coloradans age 70+, moderate-risk health care workers, and first responders:**	» Health care workers with less direct contact with COVID-19 patients (e.g. home health, hospice, pharmacy, dental, etc.) and EMS.	» Firefighters, police, COVID-19 response personnel, correctional workers, and funeral services. » People age 70 and older.
1B.2	**Coloradans ages 65-69, pre-K-12 educators and child care workers in licensed child care programs, and continuity of state government:**	» Child care workers in licensed child care programs, teachers (full-time and substitutes), bus, food, counselors, administrative, safety and other support services offered inside the school.	» Members of the Executive and Judicial branches of state government. *note: members of the legislative branch have already received access to the vaccine » People ages 65-69.
1B.3	**Frontline essential workers and people age 16-64 with two or more high risk conditions:**	» Frontline essential workers in food and agriculture, manufacturing, U.S.postal service, public transit and specialized transportation staff, grocery, public health, frontline essential human service workers, faith leaders, and direct care providers for Coloradans experiencing homelessness and essential frontline journalists.	» People 16-64 with 2 or more high risk conditions as listed: Coloradans with cancer (defined as patients who are currently receiving treatment or have received treatment within the last month for cancer), chronic kidney disease, COPD, diabetes mellitus, Down syndrome, specific heart conditions (heart failure, cardiomyopathies or coronary heart disease, and severe valvular/congenital heart disease), obesity (BMI ≥ 30kg/m^2), pregnancy, sickle cell disease, solid organ transplant and people with disabilities that prevent them from wearing masks.
Spring PHASE: 2	**People age 60-64, people with high risk conditions, and the continuation of operations for state government and continuity of local government:**	» People age 60-64. » People 16-59 with 1 high risk condition as listed: Coloradans with cancer (defined as patients who are currently receiving treatment or have received treatment within the last month for cancer), chronic kidney disease, COPD, diabetes mellitus, Down syndrome, specific heart conditions (heart failure, cardiomyopathies or coronary heart disease, and severe valvular/congenital heart disease), obesity (BMI ≥ 30kg/m^2), pregnancy, sickle cell disease, solid organ transplant. People with disabilities that prevent them from wearing masks.	» Local continuity of local government defined as executives of those branches of government and a limited amount of essential support staff needed to provide for continuity of government. » Continuation of operations for state government is defined as those individuals defined by continuity of operations plans that each agency holds to continue to provide services. » Adults who received a placebo during a COVID-19 vaccine clinical trial.
Summer PHASE: 3	**General public:**	» Anyone age 16 - 59.	

*Timeline subject to change based on supply chain. Prioritization subject to change based CDC guidance, data, science, availability.

- In progress - Upcoming phase

Please note: As we move through phases, people in previous phases remain eligible.



publichealth@sanmiguelcountyco.gov

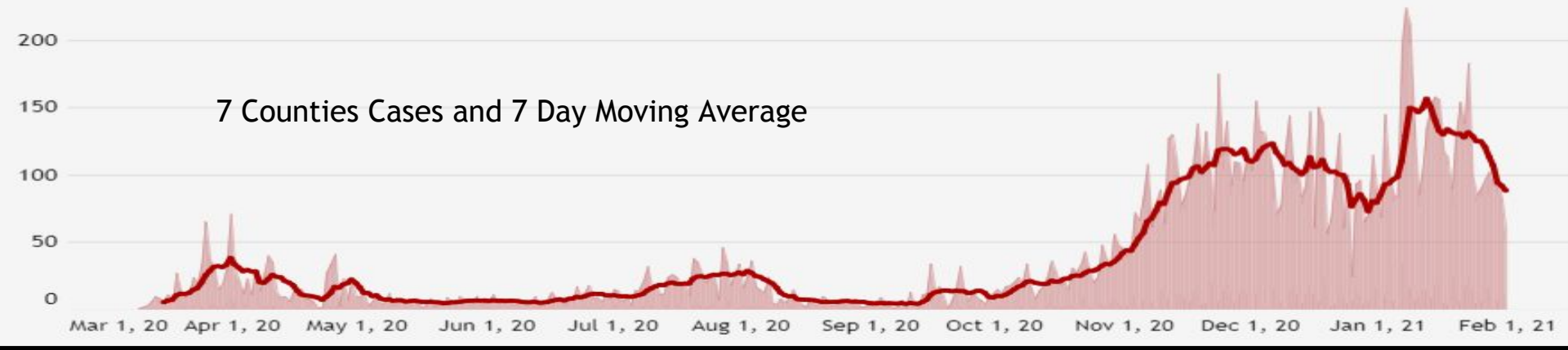
covid-19-sanmiguelco.hub.arcgis.com

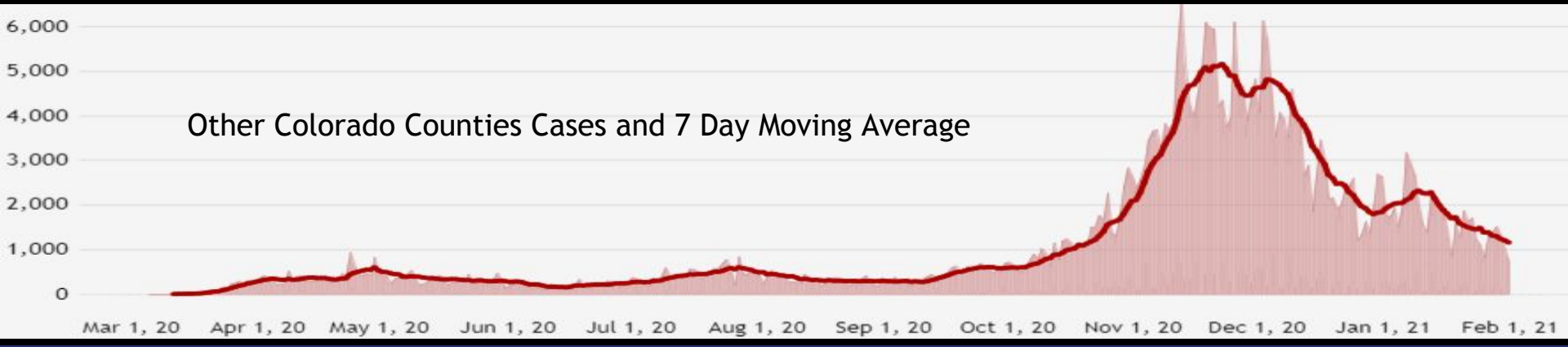
February 2, 2021

COVID-19 In Colorado Mountain Communities

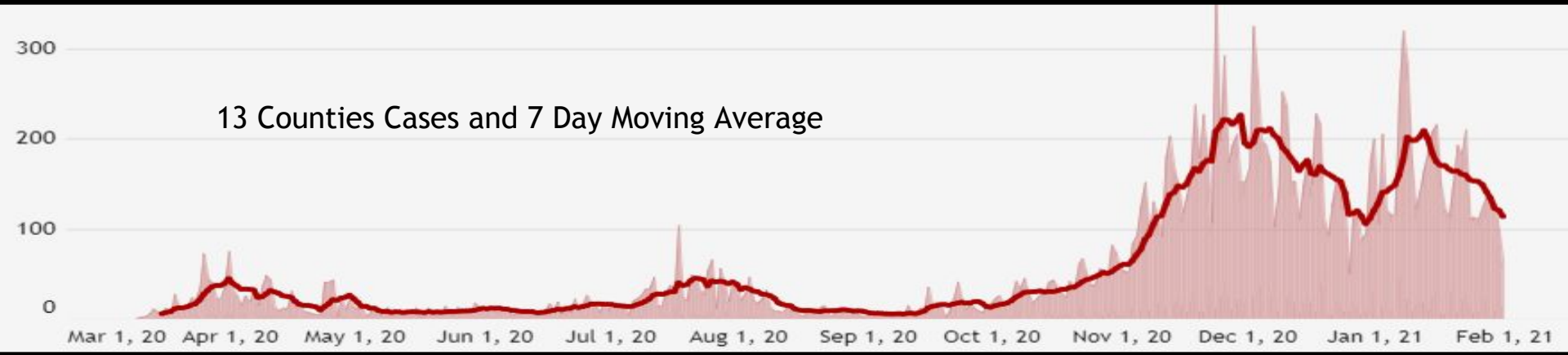
*Data are not final and subject to change

Surveillance Data - Cases

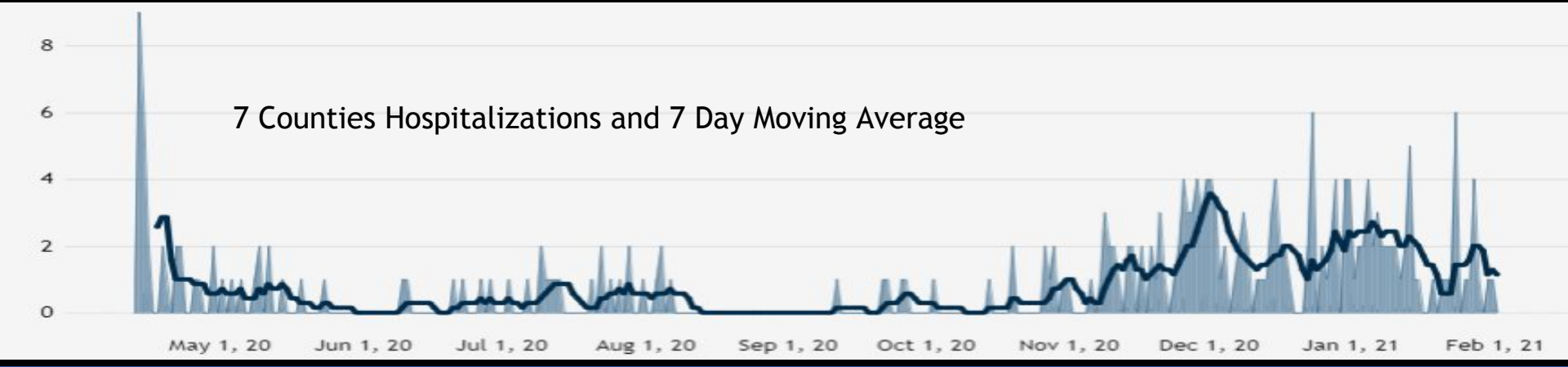


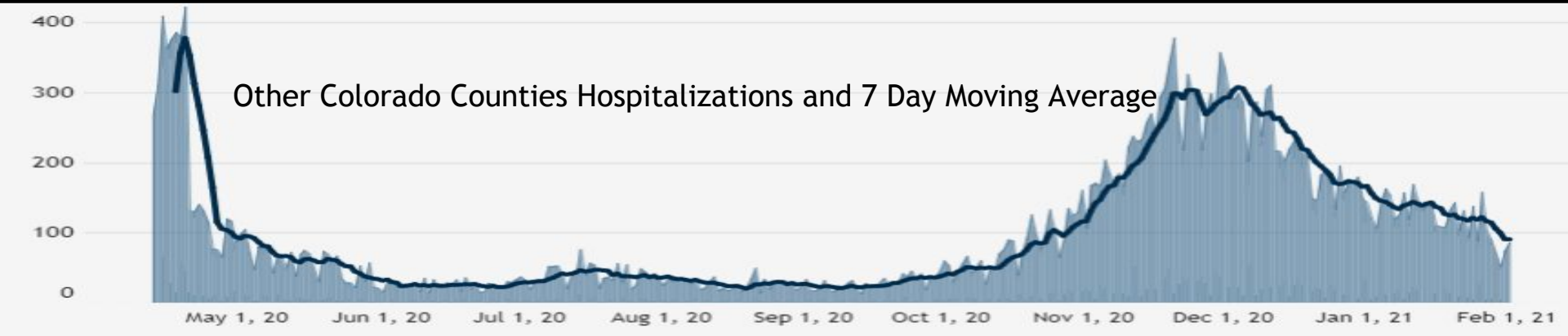


Surveillance Data - Cases

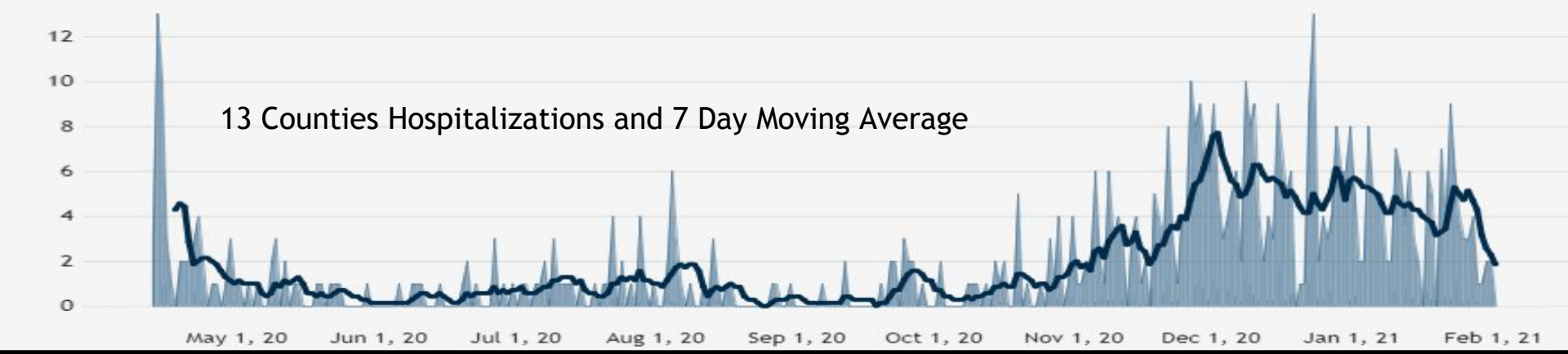


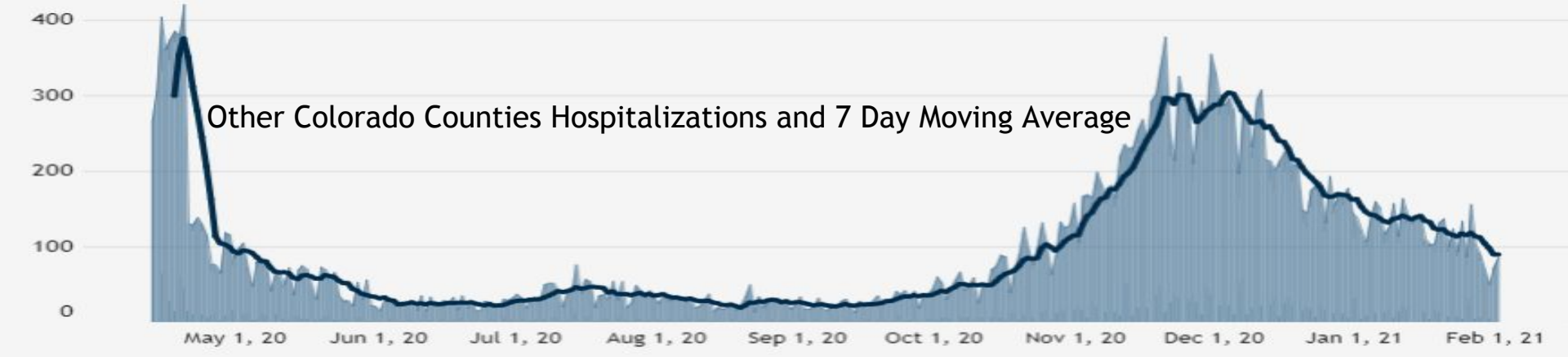
Surveillance Data - Hospitalizations



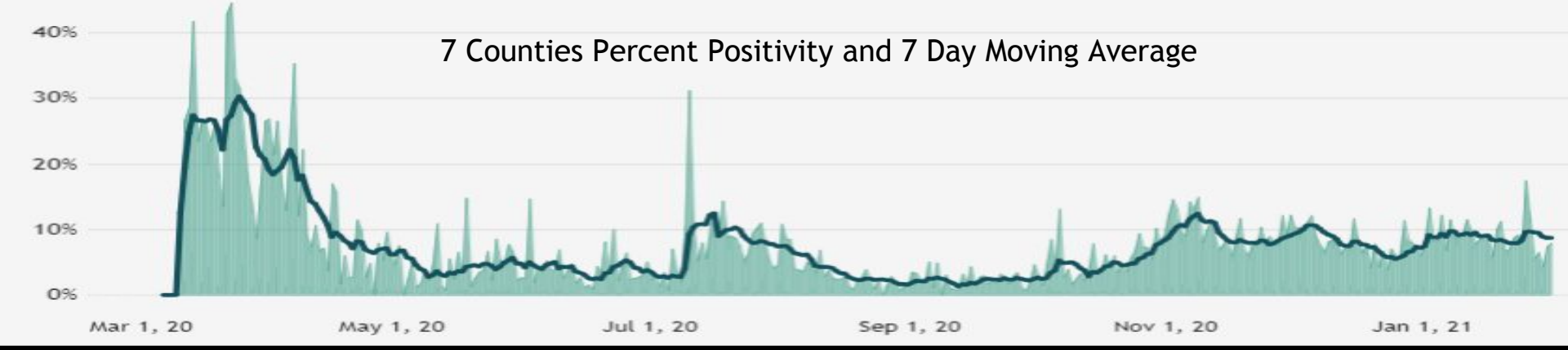


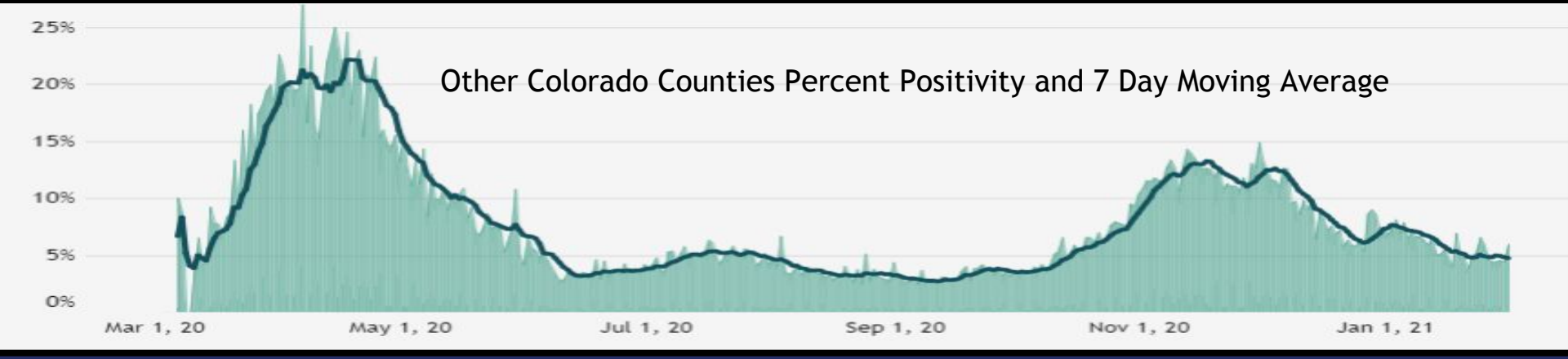
Surveillance Data - Hospitalizations



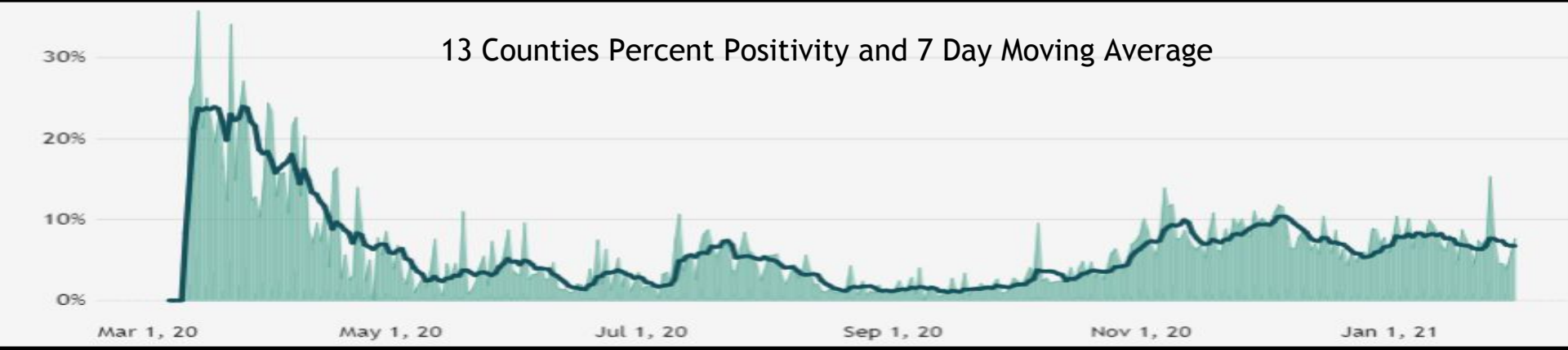


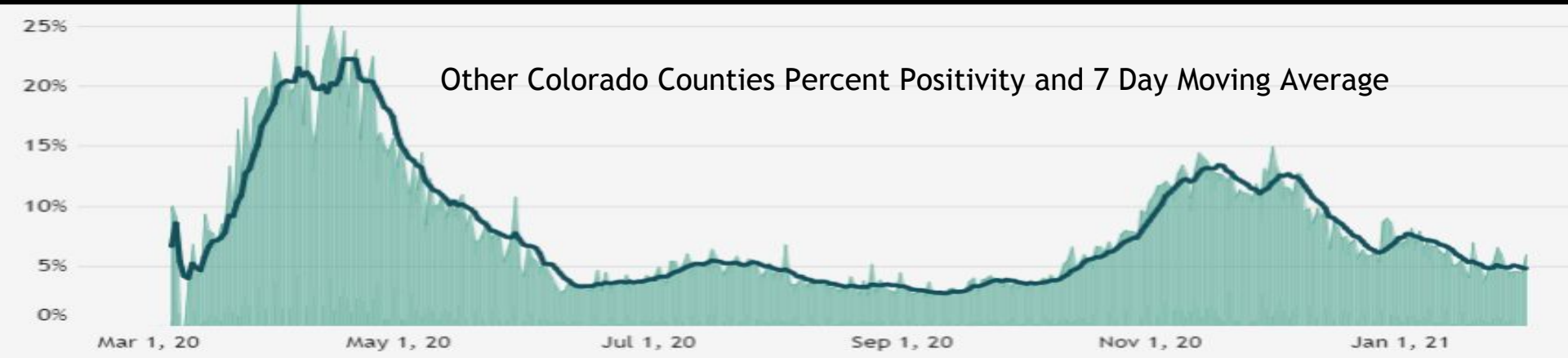
Surveillance Data - Percent Positivity

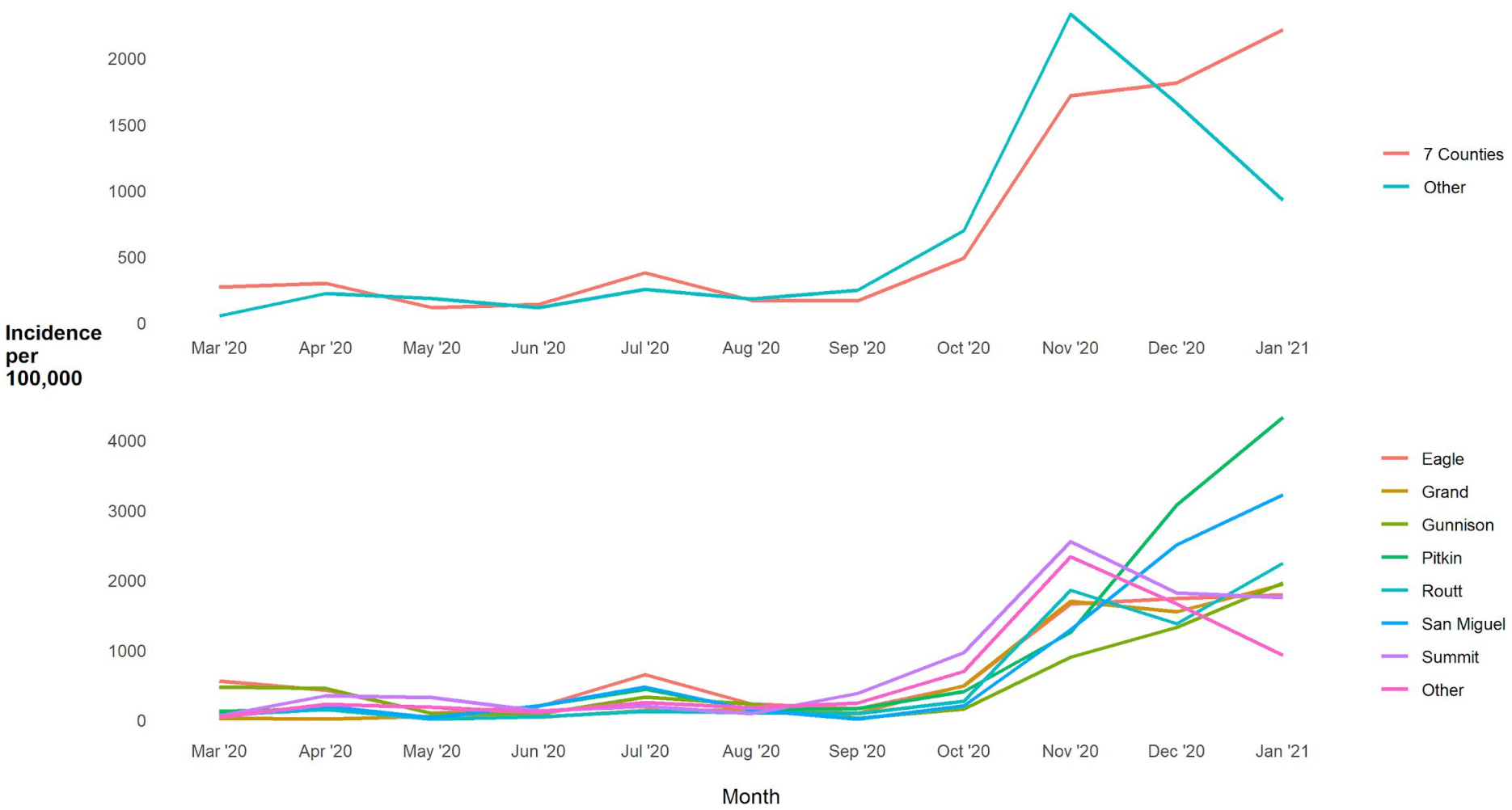


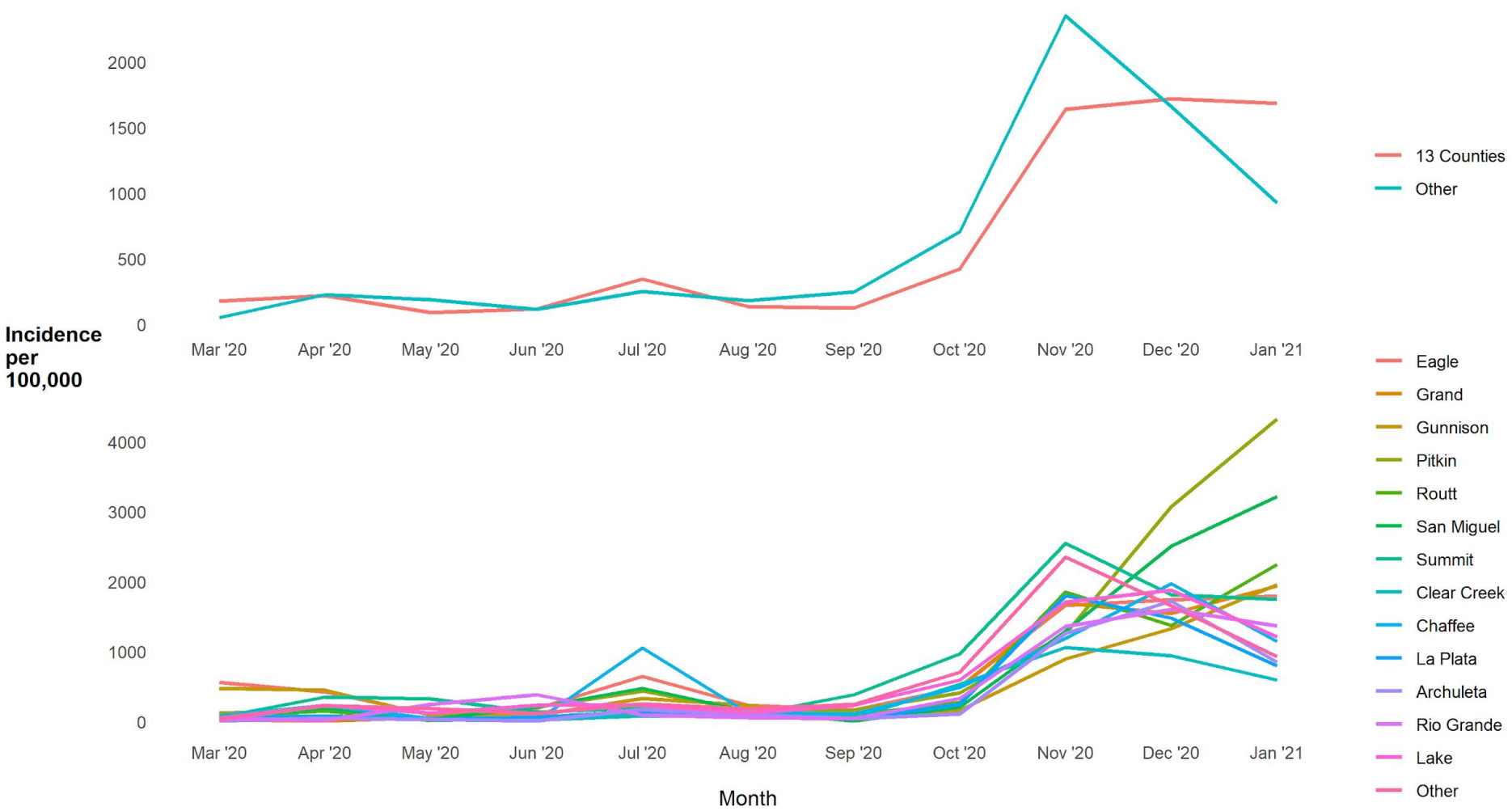


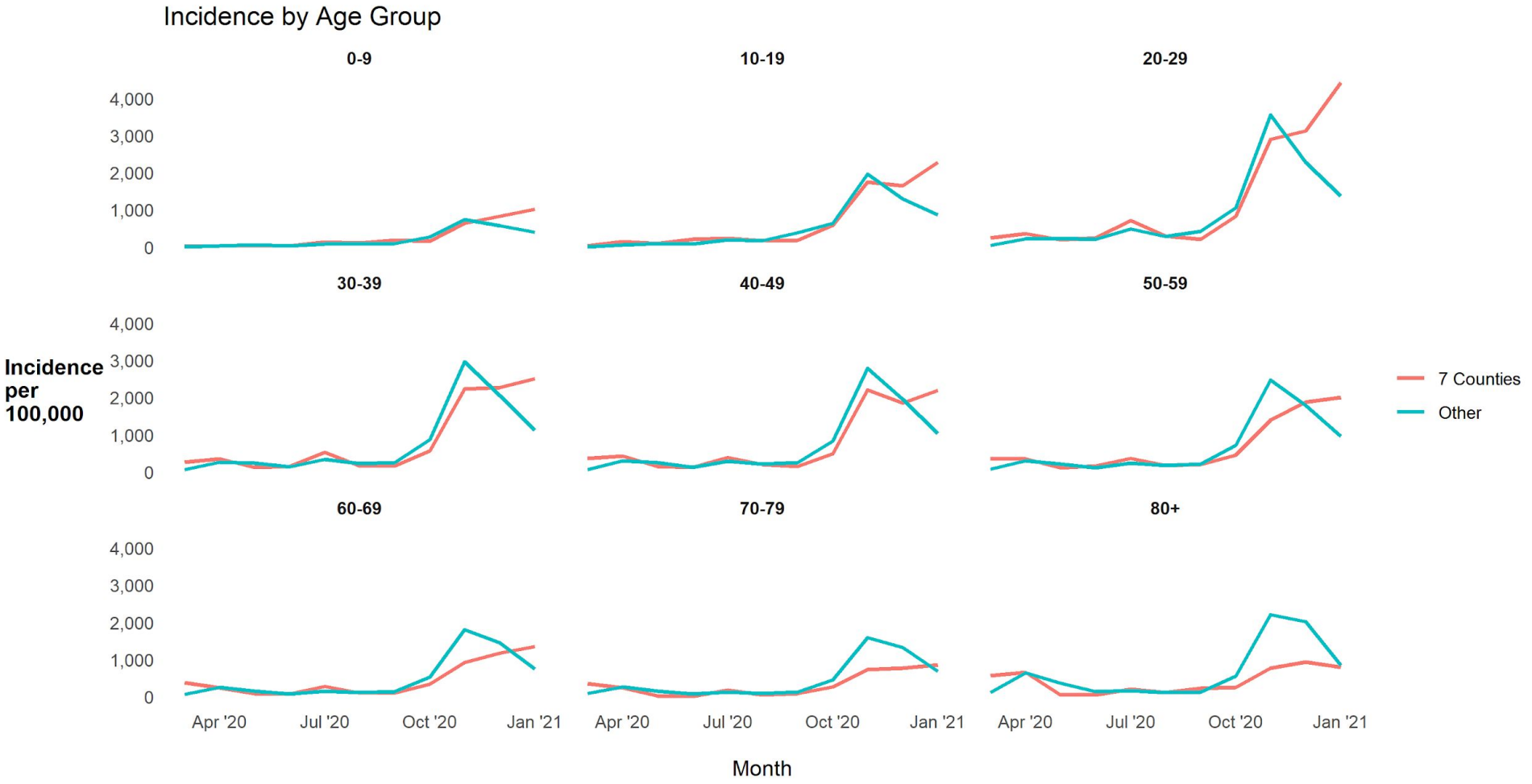
Surveillance Data - Percent Positivity

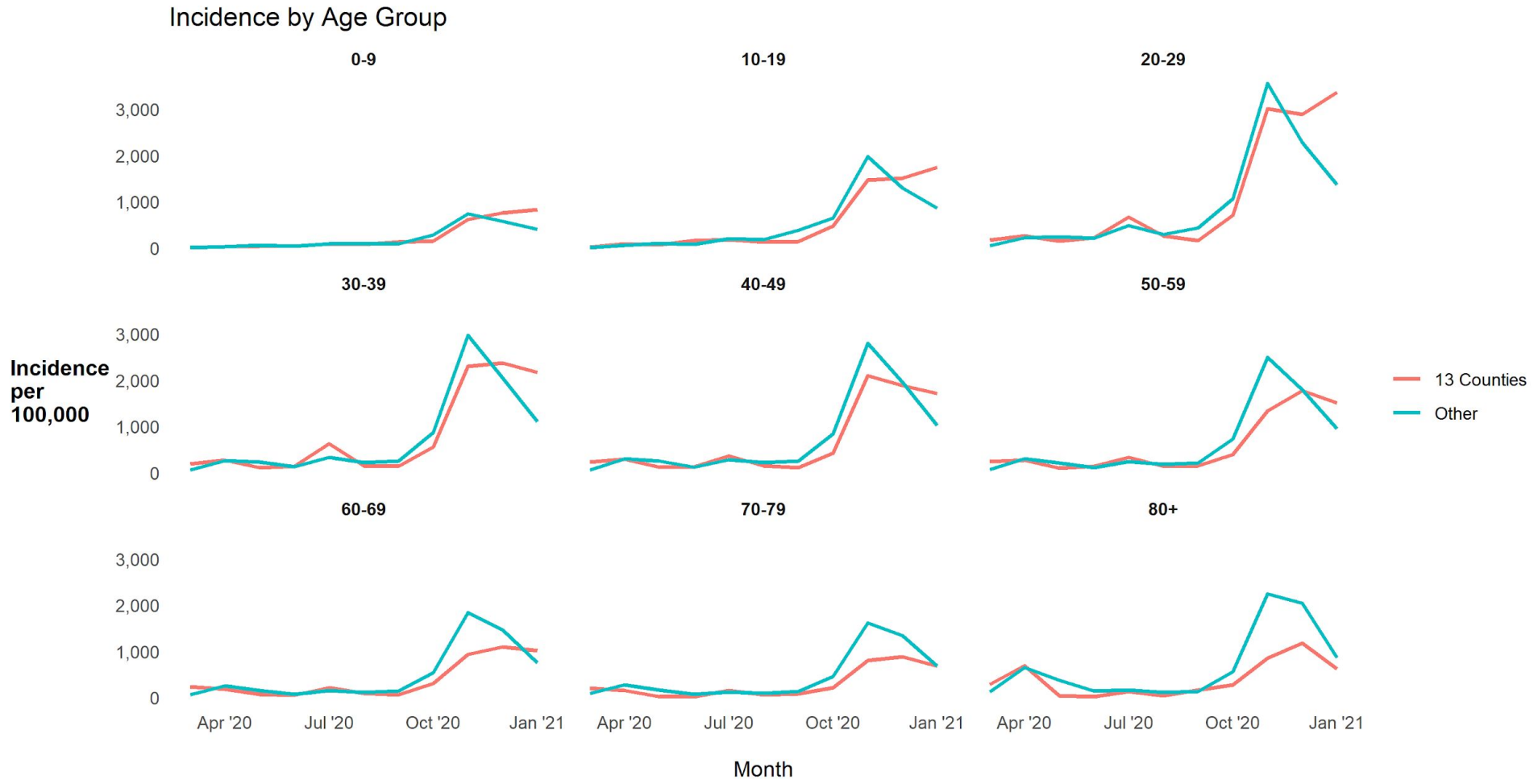





Incidence per 100,000
2000
1500
1000
500
0
Mar '20
Apr '20
May '20
Jun '20
Jul '20
Aug '20
Sep '20
Oct '20
Nov '20
Dec '20
Jan '21
7 Counties
Other
4000
3000
2000
1000
0
Eagle
Grand
Gunnison
Pitkin
Routt
San Miguel
Summit
Other
Month


Incidence per 100,000
2000
1500
1000
500
0
Mar '20
Apr '20
May '20
Jun '20
Jul '20
Aug '20
Sep '20
Oct '20
Nov '20
Dec '20
Jan '21
13 Counties
Other
4000
3000
2000
1000
0
Month
Eagle
Grand
Gunnison
Pitkin
Routt
San Miguel
Summit
Clear Creek
Chaffee
La Plata
Archuleta
Rio Grande
Lake
Other


Incidence by Age Group
0-9
10-19
20-29
30-39
40-49
50-59
60-69
70-79
80+
4,000
3,000
2,000
1,000
0
Incidence per 100,000
Apr '20
Jul '20
Oct '20
Jan '21
Month
7 Counties
Other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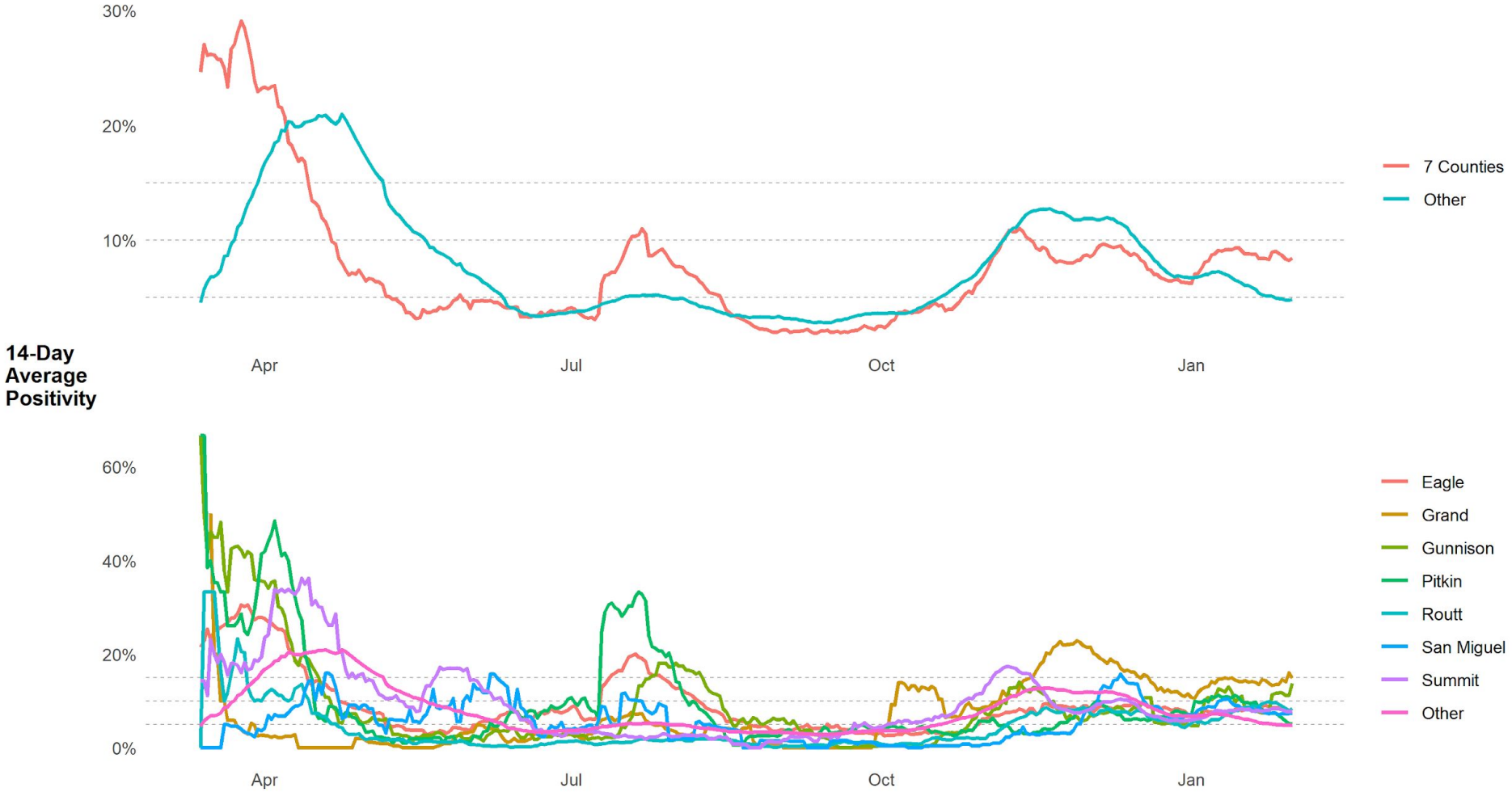
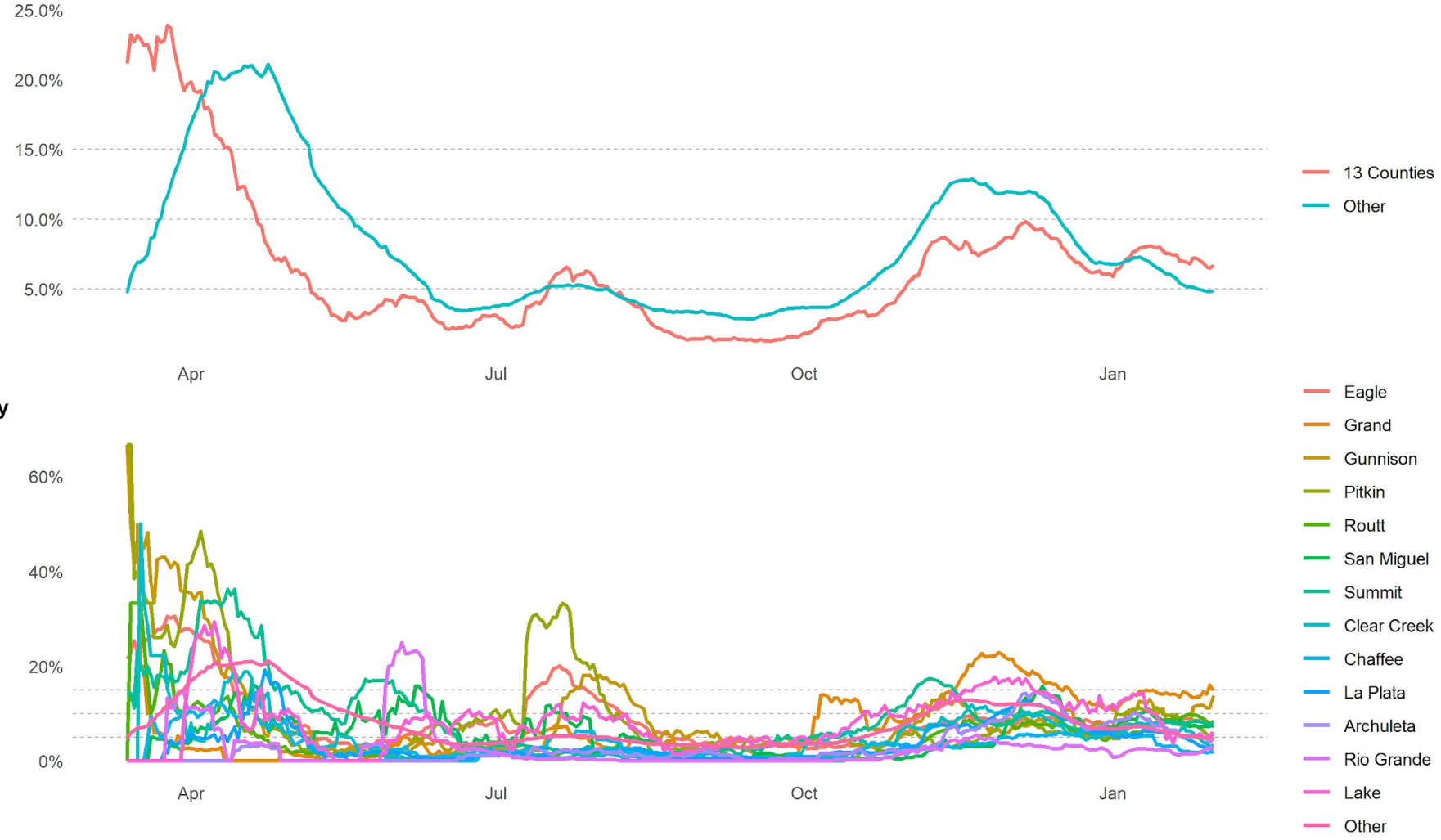
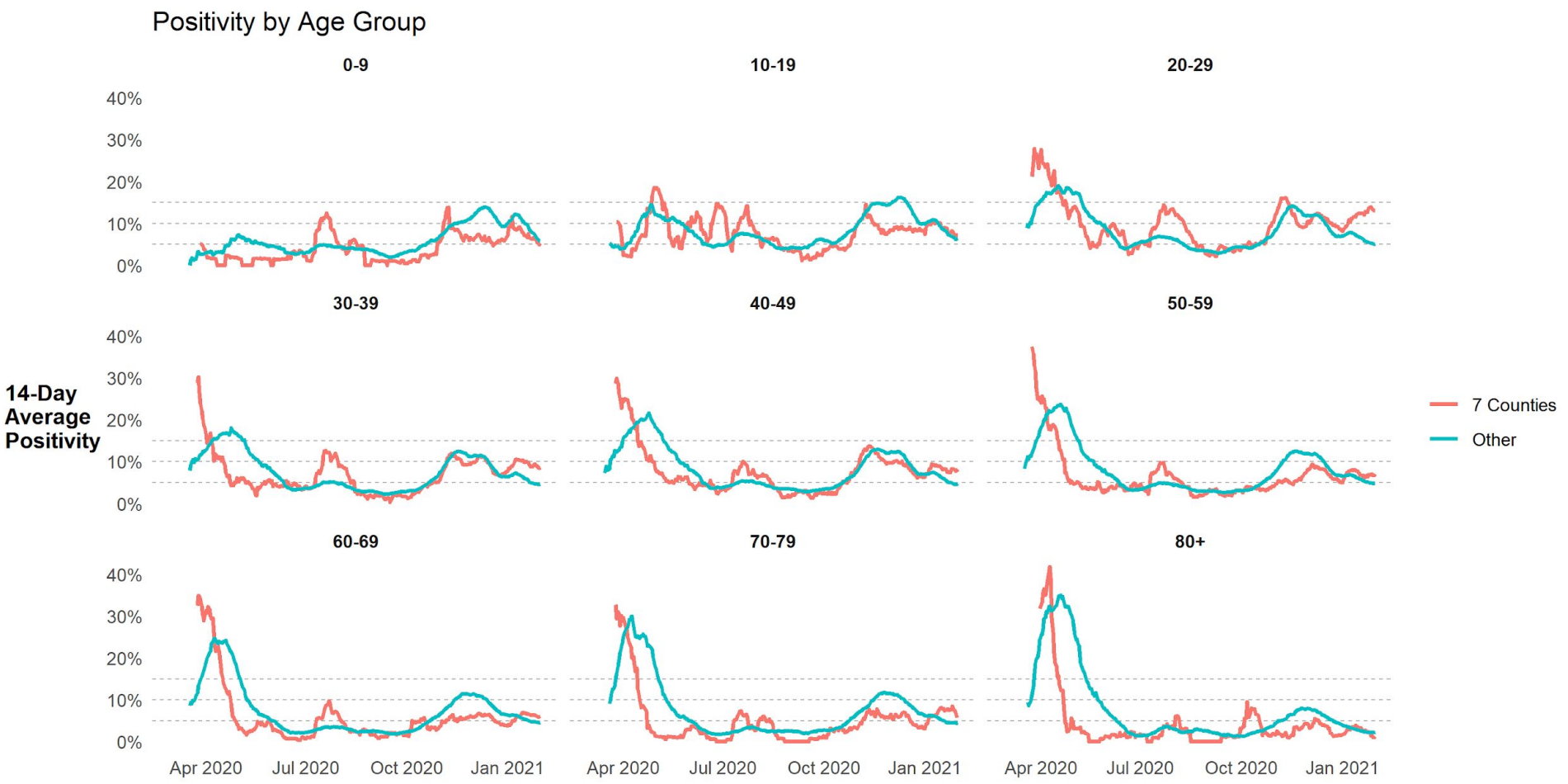
2,000
1,000
0
Incidence per 100,000
Apr '20
Jul '20
Oct '20
Jan '21
Month
13 Counties
Other


14-Day Average Positivity
30%
20%
10%
Apr
Jul
Oct
Jan
7 Counties
Other
60%
40%
20%
0%
Apr
Jul
Oct
Jan
Eagle
Grand
Gunnison
Pitkin
Routt
San Miguel
Summit
Other

14-Day Average Positivity




Positivity by Age Group
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10-19
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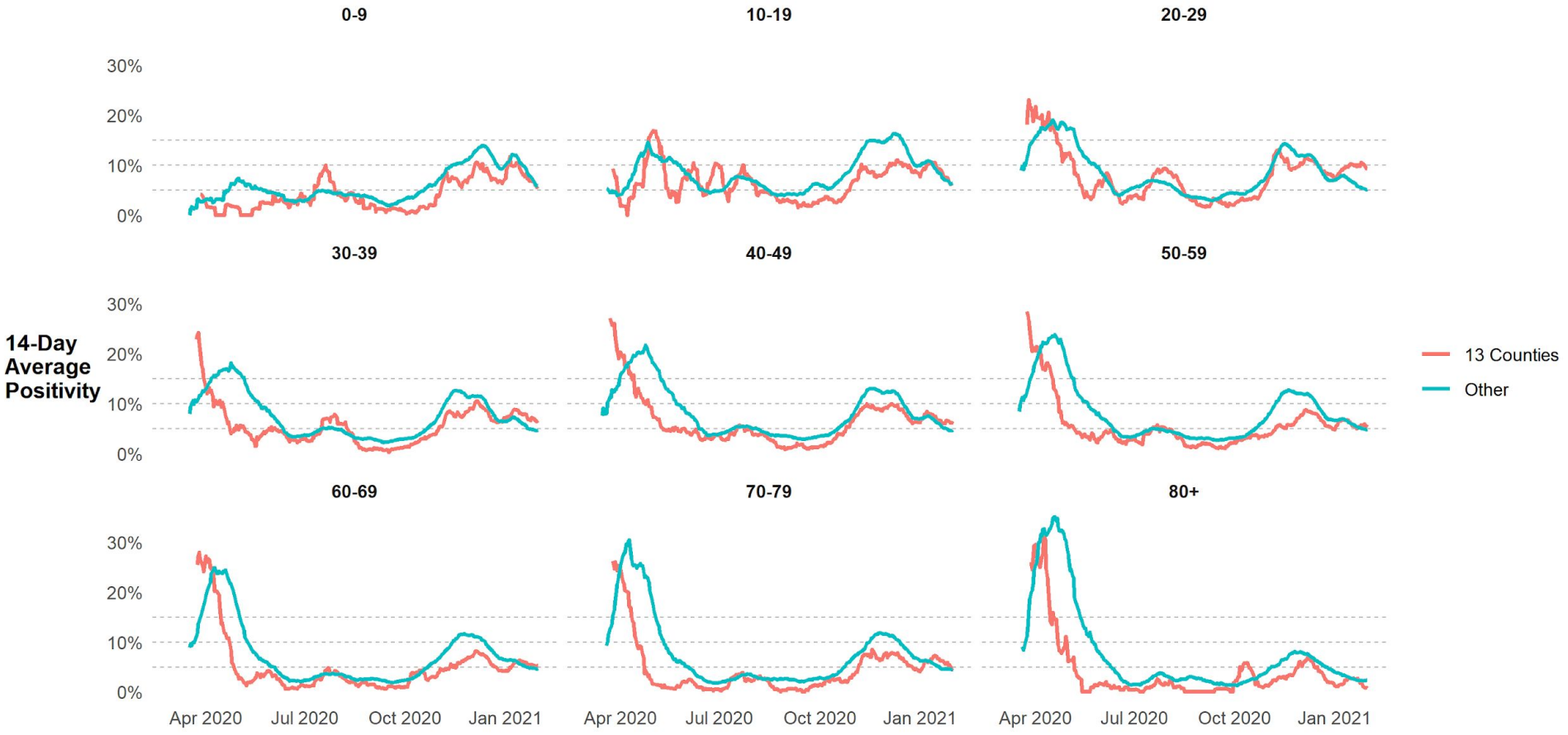
40-49
50-59
60-69
70-79
80+
40%
30%
20%
10%
0%
14-Day Average Positivity
Apr 2020
Jul 2020
Oct 2020
Jan 2021
7 Counties
Other

Positivity by Age Group



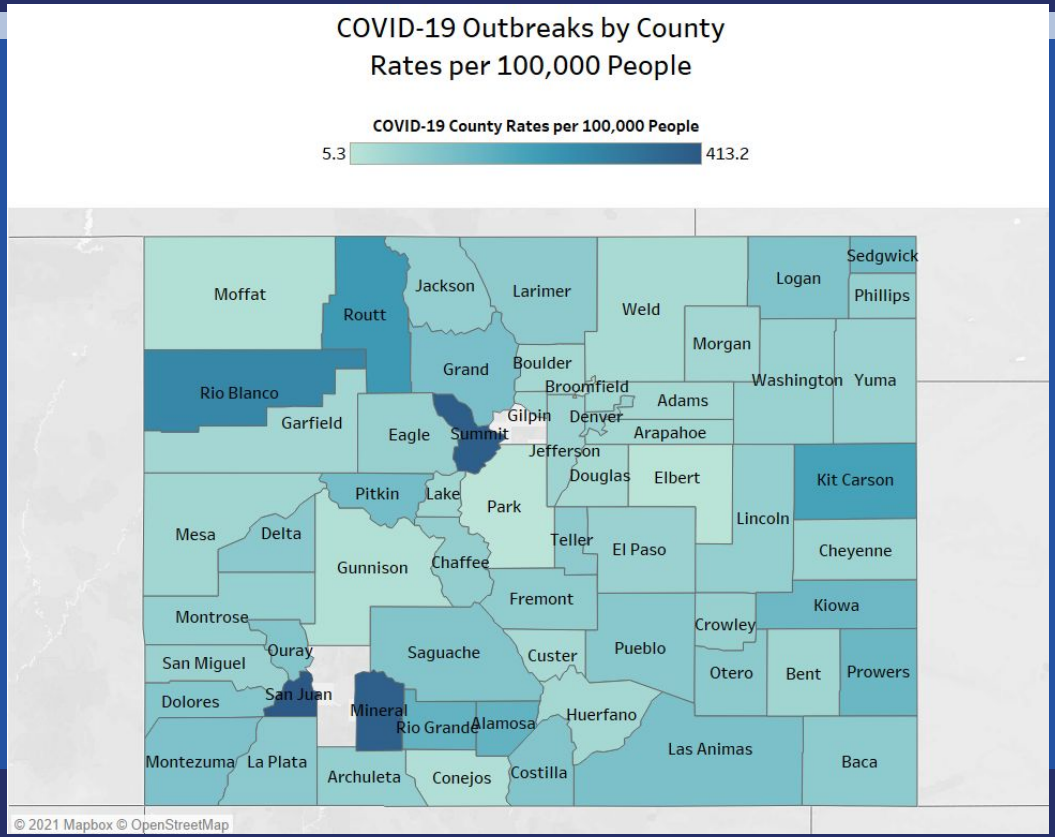
Industry Category	Eagle	Grand	Gunnison	Pitkin	Routt	San Miguel	Summit	State-wide
Agriculture, Forestry, Fishing & Hunting	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%
Mining	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Utilities	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Construction	16.9%	2.9%	5.7%	4.2%	0.0%	0.0%	2.2%	6.7%
Manufacturing	0.7%	1.9%	0.0%	0.0%	2.5%	0.0%	0.6%	4.3%
Wholesale Trade	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
Retail Trade	18.7%	14.6%	17.2%	8.3%	22.8%	0.0%	17.8%	14.9%
Transportation and Warehousing	1.7%	2.4%	3.3%	0.0%	5.5%	0.0%	3.2%	4.0%
Information	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Finance and Insurance	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%

Industry Category	Eagle	Grand	Gunnison	Pitkin	Routt	San Miguel	Summit	State-wide
Real Estate and Rental and Leasing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Professional and Technical Services	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%
Management of Companies and Enterprises	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	0.0%
Administrative and Waste Services	12.4%	24.8%	11.5%	4.2%	19.0%	33.3%	28.0%	4.0%
Educational Services	2.4%	1.0%	0.8%	4.2%	0.8%	0.0%	1.3%	3.2%
Health Care and Social Assistance	15.2%	13.1%	34.4%	16.7%	29.5%	33.3%	10.9%	39.2%
Arts, Entertainment, and Recreation	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Accommodation and Food Services	30.8%	34.0%	25.4%	62.5%	19.8%	33.3%	35.5%	18.9%
Other Services, Ex. Public Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	13.0%	0.4%
Public Administration	0.2%	5.3%	1.6%	0.0%	0.0%	0.0%	0.4%	3.0%

Industry Category	Archuleta	Chaffee	Clear Creek	La Plata	Lake	Rio Grande	**State-wide**
Agriculture, Forestry, Fishing & Hunting	0.0%	0.0%	2.6%	0.4%	0.0%	6.5%	1.0%
Mining	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Utilities	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Construction	2.2%	8.1%	23.1%	1.6%	4.9%	0.0%	6.7%
Manufacturing	3.6%	1.6%	2.6%	1.8%	2.4%	0.0%	4.3%
Wholesale Trade	0.0%	0.0%	0.0%	0.0%	0.0%	3.2%	0.1%
Retail Trade	15.1%	14.5%	0.0%	20.3%	18.3%	9.7%	14.9%
Transportation and Warehousing	2.9%	3.2%	0.0%	3.7%	3.7%	3.2%	4.0%
Information	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
Finance and Insurance	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%

Industry Category	Archuleta	Chaffee	Clear Creek	La Plata	Lake	Rio Grande	**State-wide**
Real Estate and Rental and Leasing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Professional and Technical Services	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%
Management of Companies and Enterprises	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Administrative and Waste Services	16.6%	1.6%	0.0%	8.0%	13.4%	3.2%	4.0%
Educational Services	1.4%	4.8%	7.7%	0.5%	2.4%	9.7%	3.2%
Health Care and Social Assistance	33.1%	25.8%	23.1%	31.8%	29.3%	48.4%	39.2%
Arts, Entertainment, and Recreation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Accommodation and Food Services	25.2%	12.9%	30.8%	31.5%	24.4%	9.7%	18.9%
Other Services, Ex. Public Admin	0.0%	0.0%	2.6%	0.0%	0.0%	0.0%	0.4%
Public Administration	0.0%	27.4%	7.7%	0.4%	1.2%	6.5%	3.0%

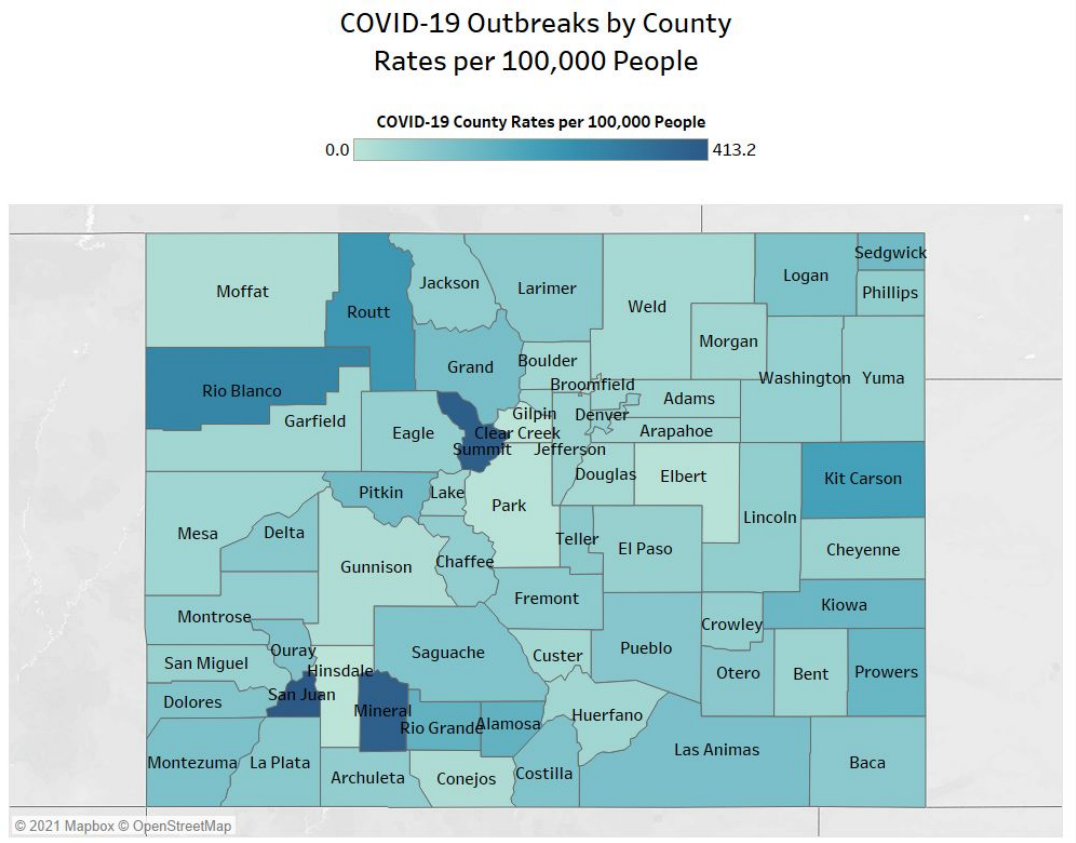
Outbreak Data



County Rates

Summit: 397.0
Routt: 233.9
Pitkin: 129.5
Grand: 120.9
Eagle: 67.2
San Miguel: 61.2
Gunnison: 22.9

Outbreak Data



County Rates

Summit: 397.0
Routt: 233.9
Rio Grande: 160.2
Pitkin: 129.5
Grand: 120.9
La Plata: 88.9
Chaffee: 73.7
Archuleta: 71.4
Eagle: 67.2
San Miguel: 61.2
Lake: 49.5
Gunnison: 22.9
Clear Creek: 0.0

Outbreak Setting + Size -- 7 counties

Outbreak Setting	Number of Outbreaks	Number of Cases in Outbreaks
Agriculture / Food Supply	1	10
Restaurants / Entertainment	71	238
Camps / Education / Childcare	31	133
Corrections / Law Enforcement	6	34
Gathering / Social Event	23	142
Inpatient Healthcare	11	205
Manufacturing / Construction	26	115
Office / Indoor Workplace	19	99
Other	24	102
Outpatient Healthcare	8	23
Retail / Grocery	32	147
Travel / Hospitality	19	63

Outbreak Setting + Size -- 7 counties

Outbreak Setting	Number of Outbreaks	Number of Cases in Outbreaks
Agriculture / Food Supply	1	10
Restaurants / Entertainment	71	238
Camps / Education / Childcare	31	133
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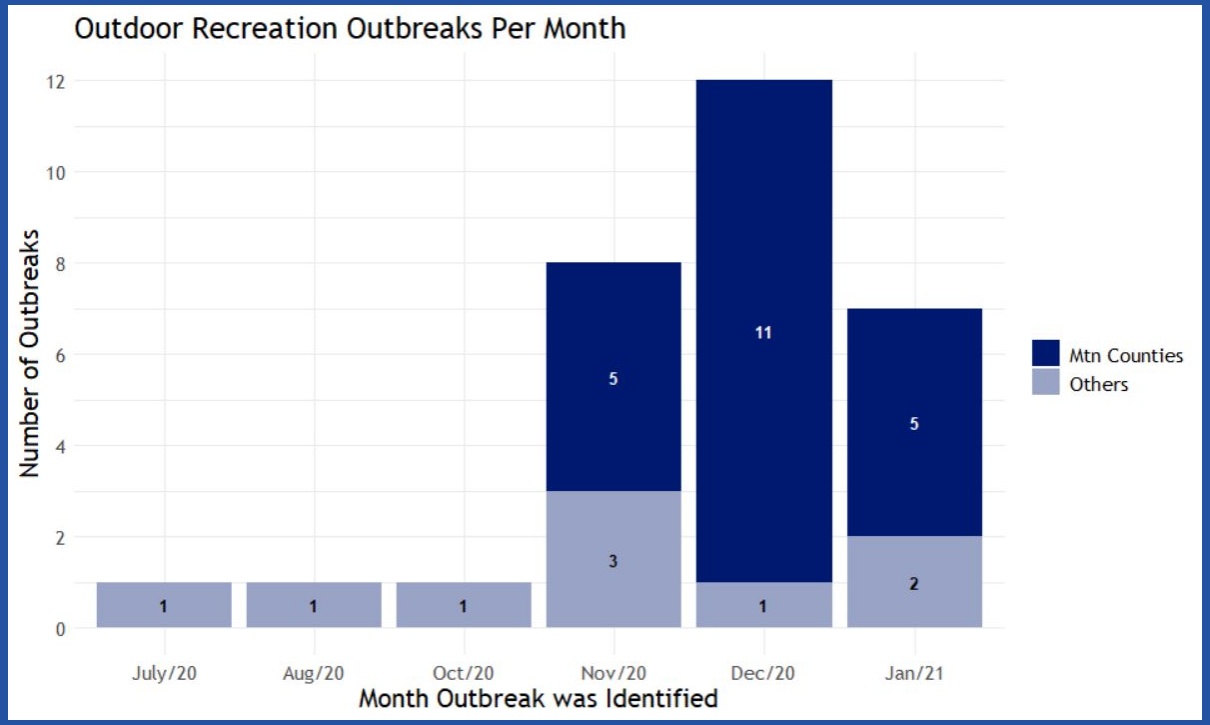
Other	24	102
Outpatient Healthcare	8	23
Retail / Grocery	32	147
Travel / Hospitality	19	63

Outbreak Setting + Size -- 13 counties

Outbreak Setting	Number of Outbreaks	Number of Cases in Outbreaks
Agriculture / Food Supply	8	116
Restaurants / Entertainment	91	335
Camps / Education / Childcare	43	189
Corrections / Law Enforcement	10	709
Gathering / Social Event	28	191
Homeless Shelter	1	4
Inpatient Healthcare	22	512
Manufacturing / Construction	34	150
Office / Indoor Workplace	25	116
Other	34	133
Outpatient Healthcare	11	31
Retail / Grocery	42	190
Travel / Hospitality	20	71

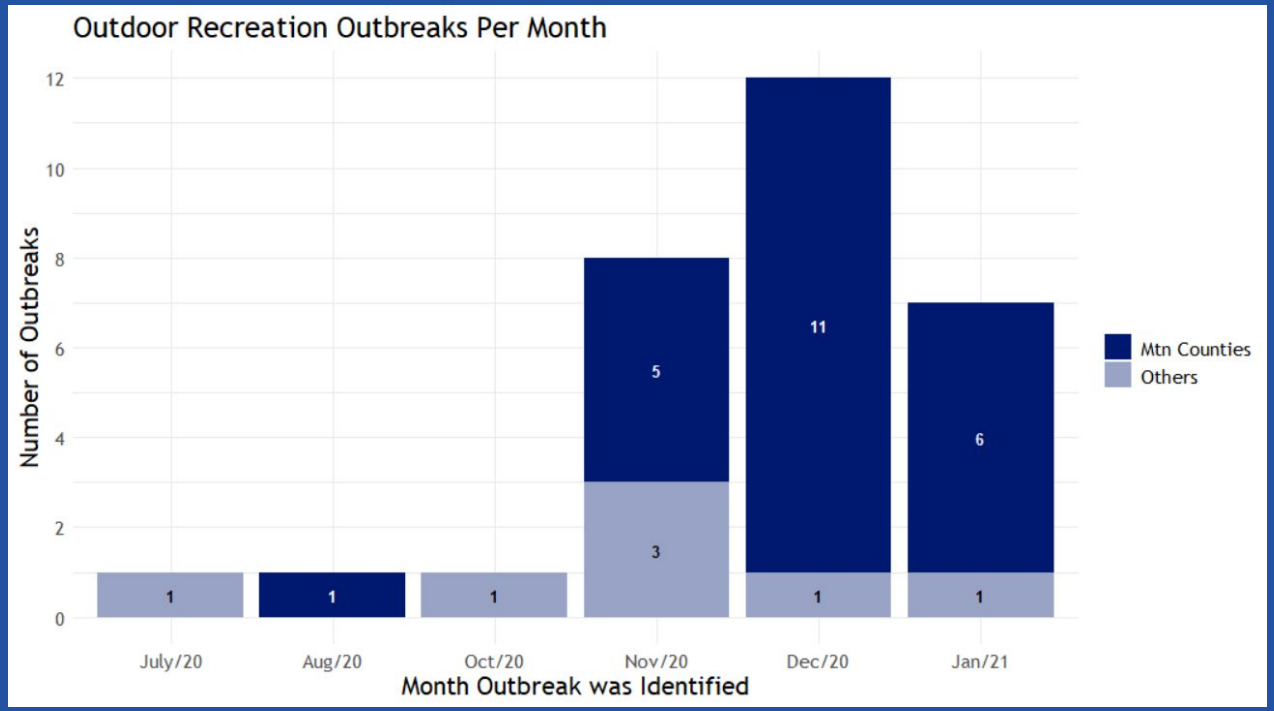
Outbreak Data



63%

Of outdoor recreation outbreaks come from 7 mountain counties

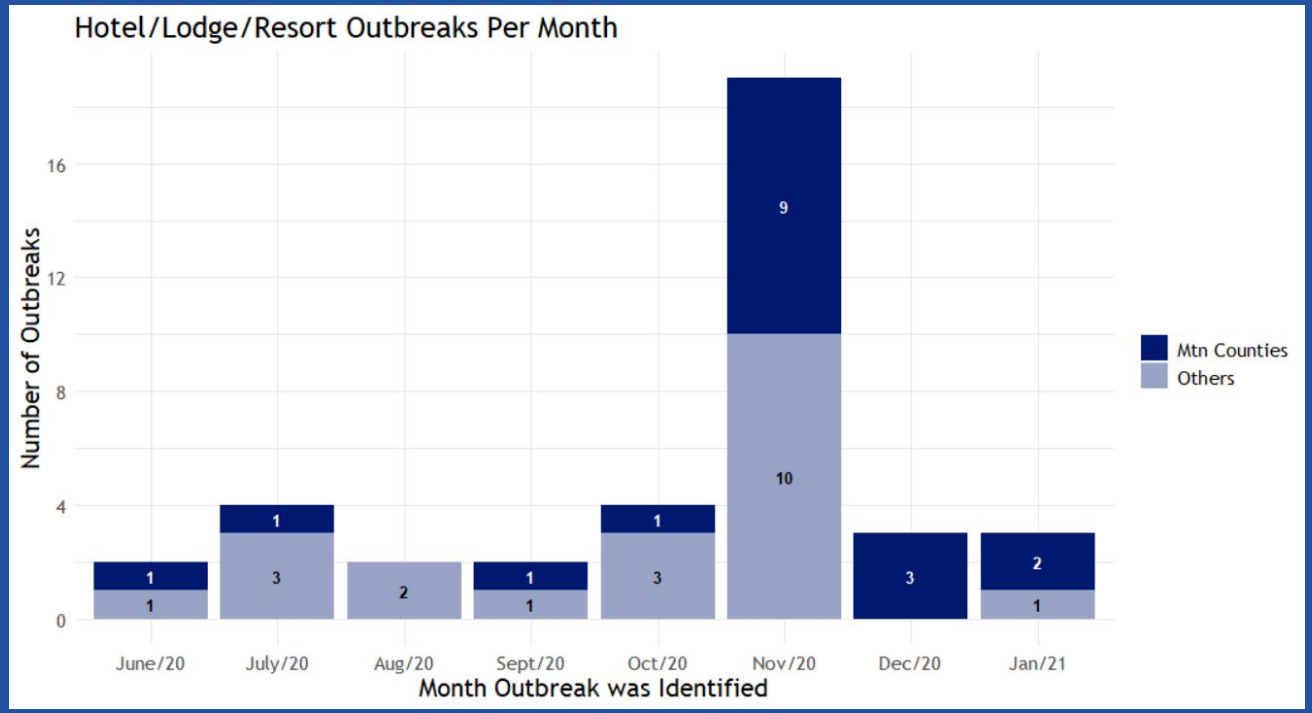
Outbreak Data



77%

Of outdoor recreation outbreaks come from 13 mountain counties

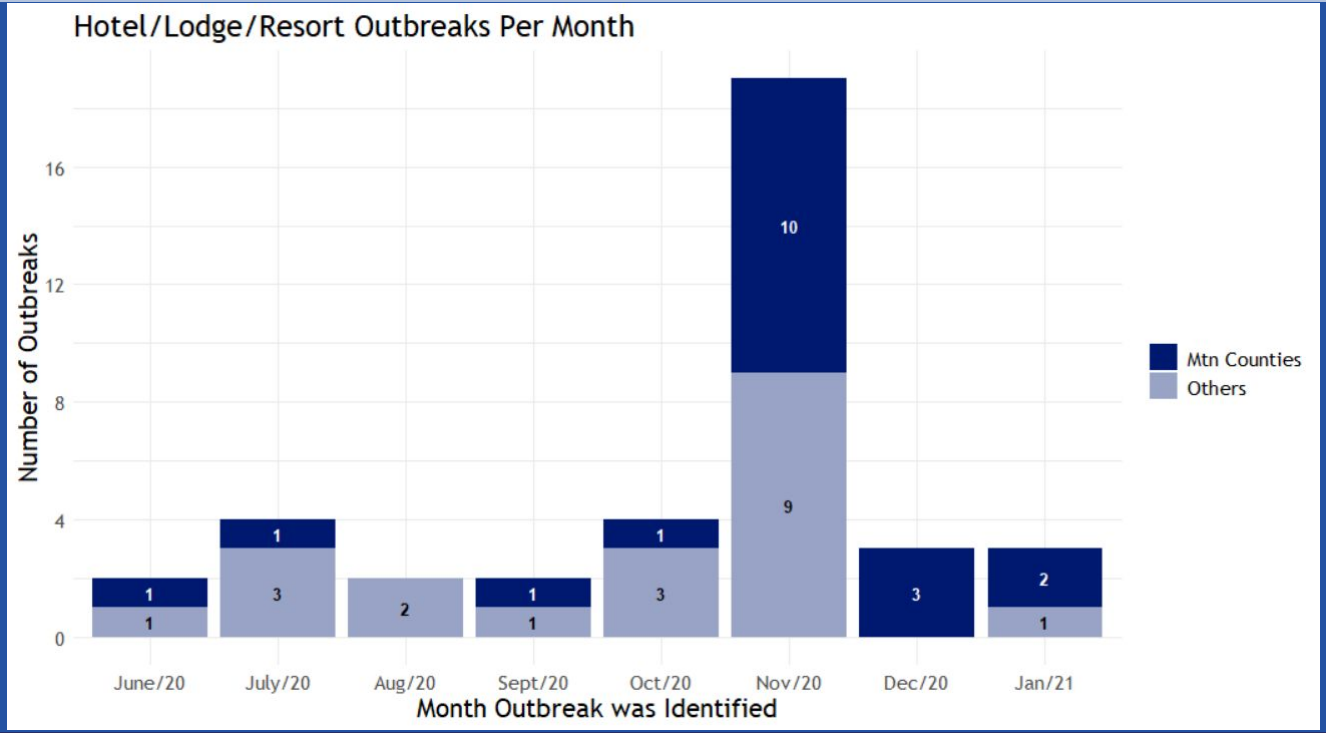
Outbreak Data



46%

Of hotel or resort outbreaks come from 7 mountain counties

Outbreak Data



49%

Of hotel or resort outbreaks come from 13 mountain counties

Thank you so much!

Questions?

Breanna Kawasaki Breanna.Kawasaki@state.co.us

Rachel Jervis Rachel.Jervis@state.co.us

AGENDA ITEM - 8.b.

TITLE:

Potential Executive Session: Concerning Public Health, Meeting with an Attorney, citation (4)(b).

Presented by:
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

AGENDA ITEM - 9.a.

TITLE:

Discussion on authorizing a representative for the Farmers' Water Development Company regular meeting of the stockholders to be held on February 13, 2021.

Presented by: Mike Bordogna, County Manager
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
Norwood Farmer's Water Meeting	1/29/2021

FARMER'S WATER DEVELOPMENT COMPANY
PO Box 10, Norwood, CO 81423
970-327-0484 farmerswdc@yahoo.com

NOTICE OF CALL FOR ANNUAL MEETING

You are hereby notified that the annual meeting of the stockholders of the Farmers' Water Development Company will be held in Norwood, Colorado at the San Miguel County Fairgrounds on Saturday, February 13, 2021 at 1:00 p.m. to elect 2 members of the board of directors (Lothan Snyder and Chris Trosper's positions) for the ensuing year, setting the 2021 water assessments, and to consider any other and further business as may regularly come before the meeting. Only stockholders of record as of February 10th are eligible to vote, and registration for voting will be considered as being closed with the beginning of roll call. Weather permitting, the annual meeting will be held at the SMC Fairgrounds in the outdoor covered area next to the indoor arena, otherwise we will move the meeting into the indoor arena. Please bring your own seating.
San Miguel County COVID-19 best practices guidelines as per Public Health Orders at the time of the meeting will be followed.

Notice is hereby given this 20th day of January, 2021 in Norwood, Colorado.

Todd Snyder,
Secretary/Treasurer

If you intend to vote by proxy, be sure that it is properly completed. If it is not properly completed, the credentials committee will not accept the proxy and your shares will not be represented. **Note that this proxy is NOT permission for said individual to run and call for your water for the coming irrigation season. Separate permission slips for others to run and call for your water must be sent in on a yearly basis**. Only owners on record may sign the proxy!

Please note that during the irrigation season, if the water is running erratic, changes may be made to the water prior to notices being mailed. Be sure to watch your headgate jars.

PROXY

I, _____, do hereby certify that I am the owner of _____shares of stock in the Farmers' Water Development Company, and do hereby authorize_____to represent me by this proxy at the regular meeting of the stockholders of said company to be held on February 13, 2021.

Owner_____

Witness to Signature_____

THE FARMER'S WATER DEVELOPMENT COMPANY

ANNUAL STOCKHOLDERS MEETING
FEBRUARY 13, 2021
AGENDA

1. CALL TO ORDER
2. READING OF NOTICE OF CALL
3. APPOINTMENT OF THE CREDENTIAL COMMITTEE (3 People)
4. ROLL CALL AND TALLYING OF SHARES (Quorum is 51%/3628 shares)
5. READING AND APPROVAL OF THE 2020 ANNUAL MEETING MINUTES
6. APPOINTMENT OF NOMINATING COMMITTEE
7. VISITORS AND REPORTS
    A. Norwood Water Commission
    B. State Water Engineer & State Water Commissioner
    C. Annual Report & Snow-Tel Report
    D. Additional Business
8. PRESENTATION AND ACCEPTANCE OF PROPOSED BUDGET
9. REPORT OF NOMINATING COMMITTEE, & NOMINATIONS FROM THE FLOOR.
10. VOTING ON BOARD MEMBERS
11. ADJOURNMENT

THE FARMERS' WATER DEVELOPMENT COMPANY
2021 Budget Worksheet

	2019 Actual	2020 Actual	2021 Proposed
Beginning Balance	$ 263,767.52	$ 260,744.04	
REVENUES			
Water Sold to Town of Norwood	12,321.75	24,657.63	15,000.00
Fishing Lease	17,038.16	17,038.16	10,000.00
Interest Earned	328.58	116.07	250.00
Ditch Crossing Permit Fees	50.00	0.00	50.00
Grant Funds			
** Assessments @ 17.50 p.s.*2020 Increase	110,251.50	124,442.50	124,477.50
Stockholders' Fees	10,600.00	10,400.00	10,500.00
Transfer Fees	3,000.00	3,850.00	3,000.00
Late Fees	645.00	327.00	500.00
Headgate Repairs/Recorder Care	180.50	150.00	150.00
Equipment Rental	3,210.00		3,000.00
Gain on the sale of equip. 1971 Trailer	1,000.00	3,000.00	
NNTC Easement Fee	2,880.00	2,880.00	2,880.00
Taken From Contingency			
TOTAL REVENUES	**161,505.49**	**186,861.36**	**169,807.50**

THE FARMERS' WATER DEVELOPMENT COMPANY
2021 Budget Worksheet

	OPERATING EXPENSES	2019 Actual	2020 Actual	2021 Proposed
	Accounting	1,000.00	1,000.00	1,000.00
	Advertising	52.07	32.75	50.00
	Equipment Rental & Mob	2,545.00	1,089.00	2,500.00
	Education - Water Law Class	658.41		
	Fuel	7,887.39	2,873.48	8,000.00
	Insurance & Bonds	18,273.00	19,895.00	22,000.00
	Labor - Ditch Maintenance **x2**	92,269.00	94,902.48	100,000.00
	Legal			2,500.00
	Licenses	1,344.04	1,424.02	1,500.00
	Office Expenses & Postage	1,096.74	2,230.68	1,500.00
	Equipment Repair & Maintanance	2,193.07	2,738.86	2,500.00
	Office Equipment			500.00
*	Payroll Taxes & Expenses **x2**	7,325.98	7,520.84	7,500.00
	Office Salaries	9,415.52	10,090.26	12,000.00
	Reservoir & Ditch Maintenance	1,926.03	3,206.60	4,000.00
	Meetings	20.00	20.00	500.00
	Telephone Expense	1,878.52	1,818.41	1,500.00
	Utilities	538.53	496.80	750.00
	DOLA-Grant payment	980.00	980.00	980.00
	ADDED to Contingency			527.50
	TOTAL OPERATING EXPENSES	**149,403.30**	**150,319.18**	**169,807.50**

	EXPENSES From Contingency Fund	2019 Actual	2020 Actual	2021 Proposed
	2021: Bumper for 2017 Toyota			650.00
	Equip. Purchase:2019 1999 Loak Trailer	4,200.00		
	Special Projects: 2019 - Beaver Heac	3,122.46		
	Dam Repair	7,803.21	42,041.87	**TBD**
	Total Expenses from Contingency	**15,125.67**	**42,041.87**	
	12/31 Ending Cash Balance	**$ 260,744.04**	**$ 255,244.35**	

AGENDA ITEM - 9.b.

TITLE:

Consideration of adding $100,000 to the Lease-purchase for the Siemen's project (solar and EPC).

Presented by: Mike Bordogna, County Manger
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

Approval to add the $100,000 to the Lease Purchase agreement

or do not add the $100,000 to the Lease Purchase agreement and scale back the project.

INTRODUCTION/BACKGROUND:

Tue, Jan 26, 5:18 PM (22 hours ago)

Mike Bordogna

tome,Lynn,Ramona,Amy

Hi All, BOCC is Bcc'd
We learned about our DOLA supplemental grant request today for the Siemen's projects (solar and EPC) and we are going to be awarded $250k instead of the $350K we applied for. This means that we need to get the Board's direction on if you're willing to allow us to Lease Purchase an extra $100K ($758k instead of $658k) of the project costs, or if you want to scale back the project. I propose special meeting to get the Board's direction in this regard on Friday at 10am or 2pm or 3pm. Please reply all with your availability for those times and we will get it set up.
Thank you, Mike

Mike Bordogna
County Manager

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

AGENDA ITEM - 9.c.

TITLE:

Discussion on the Ophir Land Code Amendment Comment Period.

Presented by: Mike Bordogna, County Manager
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

AGENDA ITEM - 10.a.

TITLE:

Kris Holstrom - Update on Outside Meetings

Presented by:
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

AGENDA ITEM - 10.b.

TITLE:

Hilary Cooper - Update on Outside Meetings, Updates on legislation.

Presented by:
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

AGENDA ITEM - 10.c.

TITLE:

Lance Waring - Outside Meetings.

Presented by:
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

AGENDA ITEM - 10.d.

TITLE:

PUBLIC COMMENTS.

Presented by:
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

AGENDA ITEM - 11.a.

TITLE:

Potential Executive Session: Discussion of the Matterhorn Mill for legal advice and direction to negotiators, citation 4(b) and (e).

Presented by:
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

AGENDA ITEM - 11.b.

TITLE:

Executive Session: Communication with Attorneys on the Ongoing Suncor/Exxon Litigation, citation 4 (b).

Presented by: Amy Markwell, County Attorney
Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			