



BOARD OF COMMISSIONERS
HILARY COOPER KRIS HOLSTROM LANCE WARING

REGULAR MEETING AGENDA

Wednesday, April 21, 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. **9:30 am CONSENT AGENDA**
 - a. Acceptance of Public Trustee Report for First Quarter beginning January 1, 2021, and ending March 31, 2021.
 - b. Consideration of the Chair's signature on an Agreement for Services with Desert Mountain Corporation and Road & Bridge for Dust Retardant.
 - c. Ratification of Chair's signature on County Veterans service Officer's March 2021 report.
 - d. Approval of Minutes: March 10, 2021, March 17, 2021, March 24, 2021, March 31, 2021, and April 7, 2021.
 - e. Ratification of a Letter of support on behalf of Telluride Foundation and Tri-County Health Network's Americorp VISTA program.
 - f. Approval of the re-appointment of Becky Hannigan to the San Miguel Basin Fair Board.
 - g. Approval of the 2021 Vendor and Payroll payments.
 - h. Other, as needed.
5. **ADMINISTRATIVE MATTERS**
 - a. 9:35 am Consideration of appointing Sara Lopez to the Norwood Lone Cone Public Library Board of Trustees./MOTION
5 mins Carrie Andrew, Director
 - b. 9:40 am Discussion on the proposed chain up stations in the County.
30 mins Julie Constan, Tony Cady, Matt Muraro; CDOT
 - c. 10:10 am Consideration of Chair's signature on a resolution updating the Sheriff's office Civil Process fees./MOTION

- 10 mins Amy Markwell, County Attorney, Kristi Covault, Civil Deputy
- d. 10:20 am Consideration of Chair's signature on a resolution in support of President Biden's pause on new oil and gas leasing on Federal Public Lands./MOTION
- 5 mins Hilary Cooper, Commissioner
- e. 10:25 am HEARING: Consideration of a request by the Assessor to Deny Petition 2021-32 for abatement or refund of taxes, TY2020, Henry Reid for Lot 175, LLC, c/o Ray Bowers, Lot 423, TMV Fil 12, R1080088423/MOTION
- 25 mins Peggy Kanter, Assessor

6. **PLANNING MATTERS**

- a. 10:50 am Discussion and overview of Planning projectsFire Mitigation.
- 20 mins Kaye Simonson, Planning Director
- b. 11:10 am Consideration of a Resolution by the Board of County Commissioners Concerning Extending the Emergency Temporary Moratorium Prohibiting the Termination of ADU Deed Restrictions./MOTION
- 15 mins Amy Markwell, County Attorney; Kaye Simonson, Planning Director
- c. 11:15 am Executive Session: Discussion regarding violations of the County's Land Use Code - Paradigm Festival - Egnar, Owner: Robert Wright, citation (4)(b).
- 30 mins Kaye Simonson, Planning Director and Amy Markwell, County Attorney
- d. Other, as needed.

7. **11:45 am 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 February 2021, Earned Revenue and Expenditures February 2021, Expenditures through Electronic Benefit Transfers March 2021, Check Register for the Month of March 2021, MOE Report FEB-21 and 2021 Caseload Report/MOTION
- 10 mins Carol Friedrich, County Social Services Director
- b. Approval of Chair's signature on a proclamation by the Board of Commissioners proclaim April 2021 as Child Abuse Prevention Month./MOTION
- 10 mins Carol Friedrich, County Social Services Director
- c. Other, as needed.

8. **12:05 pm - 12:45 pm Lunch Break**

9. **PUBLIC HEALTH AND ENVIRONMENT**

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

- a. 12:45 pm Recognition of Henry Mitchell and the work he has done on behalf of San Miguel County.
10 mins Sheriff Masters
- b. 12:55 pm Discussion and update with the San Miguel County Stakeholders concerning the COVID 19 outbreak.
75 mins Grace Franklin, Public Health Director
- c. Potential Executive Session: Concerning Public Health, Meeting with an Attorney, citation (4)(b).
- d. Other, as needed.

10. **2:10 pm UPDATE WITH THE COUNTY MANAGER/COMMISSIONER UPDATES**

- a. Update with the County Manager, and other as needed.
10 mins Mike Bordogna, County Manager
- b. Discussion on the need for a Recovery Manager.
15 mins Mike Bordogna, County Manager
- c. Updates with Kris Holstrom.
5 mins
- d. Updates with Hilary Cooper and Legislative updates.
10 mins
- e. Update on the Wolf Introduction
10 mins Hilary Cooper, Commissioner
- f. Updates with Lance Waring.
5 mins
- g. Other, as needed.

11. **3:05 pm ATTORNEY MATTERS**

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

- a. Public Comment on items not on the agenda.
- b. Update on Litigation
- c. Other, as needed

12. **3:30 pm 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:

Acceptance of Public Trustee Report for First Quarter beginning January 1, 2021, and ending March 31, 2021.

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:			

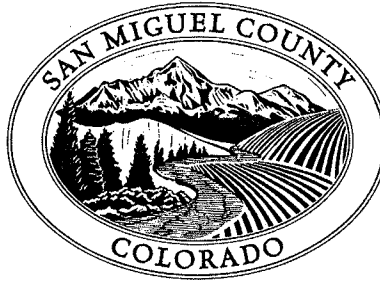
ATTACHMENTS:

Description

1st Qtr 2021 Public Trustee report

Upload Date

4/5/2021



Office of the Treasurer and Public Trustee

Brandi R. Hatfield, Treasurer and Public Trustee

PUBLIC TRUSTEE'S REPORT

First Quarter beginning January 1, 2021, and ending March 31, 2021

Financial Report

Revenue Source	1st Quarter 2021		1st Quarter 2020		\$ Change	
Release of Deeds of Trust	308	\$ 4,260.00	203	\$ 3,045.00	105	\$ 1,575.00
Foreclosure Fees	0	\$	2	\$ 300.00	-2	\$ (300.00)
Other Fees	0	\$		\$ 65.00		\$ (65.00)
Total Earnings		\$ 4,620.00		\$ 3,410.00		\$ 1,210.00

Statistical Report

Number of Foreclosures	1st Quarter 2021	1st Quarter 2020	% Change
Opened:	0	4	-100%
Withdrawn:	0	1	-100%
Filed Bankruptcy	0	1	-100%
Cured:	0	0	No Change
Sold:	0	1	-100%
Redeemed:	0	0	No Change
Deeds Issued:	0	1	-100%

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 1st Quarter of 2021.

WITNESS MY HAND AND SEAL THIS 1st DAY OF April 2021

Brandi R. Hatfield

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





AGENDA ITEM - 4.b.

TITLE:

Consideration of the Chair's signature on an Agreement for Services with Desert Mountain Corporation and Road & Bridge for Dust Retardant.

Presented by:

Time needed:

PREPARED BY:

Ryan Righetti, County Road and Bridge

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

Desert Mountain IGA

Upload Date

4/12/2021

AGREEMENT FOR SERVICES
Independent Contractor

PROJECT: 2021 Dust Retardant

CONTRACTOR NAME: Desert Mountain Corporation

LOCATION: San Miguel County

San Miguel County (the "County") wishes to engage the services of an independent contractor. The undersigned contractor ("Contractor") has agreed to provide such services, as an independent contractor, in return for the compensation stated herein. Contractor has read and agrees to the terms and conditions stated herein.

BE IT AGREED AS FOLLOWS:

1. **CONTRACT DOCUMENTS.** The "Contract Documents" shall consist of the following:

- a) this Agreement;
- b) the Contractor's Proposal; as Exhibit A;
- c) Certificate of Insurance; as Exhibit B;
- d) Contractor's W-9 as Exhibit C.

2. **DESCRIPTION OF SERVICES.** Contractor warrants that it is fully qualified to perform the below-described Services and shall perform the Services following generally recognized professional practices and standards of Contractor's profession, to the reasonable satisfaction of the County, and in strict accordance with the provisions of the Contract Documents. No adjustment or modification of the Contract Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents. Services shall include:

60,000 Gallons Road Saver, MgCl, delivered to storage tanks located in the Norwood and Basin Shops
40,000 Gallons DMC Blend, delivered to storage tank located at the Deep Creek Shop
92,110 Gallons DMC Blend delivered & applied to various roads in the East End of the County

3. **COMPENSATION.** San Miguel County agrees to pay \$169,420.10.

Invoices must be submitted to and approved by the County Representative designated in the "Authorized Representative" paragraph herein and delivered to the San Miguel County Finance Office. Approved invoices that are received by the Finance Office before the 1st day of the month will be paid on the tenth day of the month; invoices received in the Finance Office the 2nd through the 10th day of the month will be paid on the 20th day of the month; invoices received on the 11th through the 20th day of the month will be paid on the last working day of the month. Payment of invoices does not constitute final acceptance of work, nor shall it be construed as a waiver by the County of any of its rights as may be provided by law.

Contractor represents and warrants that the prices, charges, or fees outlined in this Agreement (on the whole) are at least as favorable as the prices, charges, or fees Contractor charges (on the whole) to other of its customers/clients for the same or substantially similar services provided under the same or similar circumstances, terms, and conditions. If Contractor agrees or contracts with other customers/clients similarly situated during the term of this Agreement, and offers or agrees to a financial term more favorable than those set forth herein (on the whole), Contractor agrees that it will reduce the prices, charges, or fees charged to the County concerning the products/services hereunder to the most favorable rates received by those other customers/clients.

4. **TERM OF AGREEMENT.** The term of this Agreement expires December 31, 2021.

5. **AUTHORIZED REPRESENTATIVES.** The County designates Lance Waring, Chair, Board of Commissioners, as the County Representative under this Agreement. Contractor designates Doyle Villers as the Contractor Representative. Said Representatives shall have the authority to bind the parties concerning the

Services. The County Representative shall be present at the worksite and/or review Contractor's work as necessary to assure the Contractor's satisfactory performance under this Agreement. The Contractor Representative shall also be responsible for advising the County Representative of the status of the Services and agrees to take direction only from the County Representative and to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. The County may change its representative at any time by giving Notice to Contractor as set forth herein. Contractor shall not replace the Contractor Representative unless: (a) the County requests a replacement or (b) Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The County must approve the substitute Contractor Representative, and, if no substitute is acceptable, the County may terminate this Agreement.

6. **APPROVAL & ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If at the sole discretion of the County conferences with Contractor are necessary or desirable to explain or correct Services, Contractor shall make no additional charge for time or costs for attendance as such conference or for making the required explanations or corrections.
7. **INDEPENDENT CONTRACTOR.** The parties agree that the relationship created by this Agreement is that of employer-independent contractor. Contractor is not an employee of San Miguel County and is not entitled to any benefits provided by San Miguel County to its employees. Unless otherwise specified in writing, Contractor shall furnish all supervision, labor, materials, equipment, supplies, and other incidentals to complete the requirements of the job. Contractor has the authority to control and direct the details of the work; the County is interested only in the results. Contractor agrees to comply with all state and federal requirements pertaining to workers' compensation, general liability and employment liability insurance relating to the performance and completion of this Agreement. The Services as defined herein, are subject to San Miguel County's right of inspection and approval. Contractor may practice their profession for others during periods when not performing work under this Agreement for San Miguel County. The County may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs.
8. **WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor warrants that it is fully qualified to perform the Services as set forth herein and shall perform the Services following the professional standards of the industry and in strict accordance with the provisions of the Contract Documents. Contractor shall take all precautions necessary and shall be responsible for the safe performance of the services described herein. All work shall be done at Contractor's risk. Contractor shall be responsible for any damage or loss to San Miguel County property used or held for use in connection with the work performed.
9. **INSURANCE & LICENSURE.** Contractor and any subcontractors shall procure and maintain until all of their obligations under this Agreement have been discharged, including any warranty periods, insurance against claims for injury to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The County shall be endorsed as an additional insured on any policy of Commercial General Liability insurance ("CGL") that the Contractor has obtained, as evidenced by a current certificate of liability insurance which the Contractor shall provide to the County upon execution of this Agreement. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the Contractor's indemnity obligations to the County as set forth herein. The County in no way warrants that the minimum limits of insurance specified herein are sufficient to protect the Contractor from liabilities that may arise out of the performance of the work under this Agreement by Contractor. The minimum Scope and Limits of insurance coverages that the Contractor is to maintain in effect and to which the County shall be endorsed as an additional insured, shall be: General Aggregate - \$1,000,000; Products/Completed Operation Aggregate - \$1,000,000; Each Occurrence Limit - \$1,000,000; Personal Advertising Injury - \$1,000,000; Automobile Liability (if applicable) Bodily Injury/Property Damage - \$350,000 (each person)/\$1,000,000 (each occurrence); Workers' Compensation and Employers' Liability – Coverage A (Workers' Compensation) – statutory; Coverage B (Employers' Liability) - \$100,000/\$500,000, or such higher coverage limits as the Contractor's insurance coverage provides. Contractor shall provide a copy of their valid professional license/certification and professional liability insurance coverage prior to commencing the Services under this Agreement and during the term of this Agreement shall provide the County written evidence of continuing insurance coverage within three (3) business days upon request from the County. Certificates of

insurance shall name San Miguel County as an additional insured. The County shall also be endorsed as a party on said policy and, if requested by the County, Contractor shall provide proof of the endorsement to the insurance policy for this Agreement

10. **GOVERNMENTAL IMMUNITY.** The County does not intend to waive, by any provision of this Agreement, any rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as currently in effect and as it may be subsequently amended. This immunity continues beyond the termination of this Agreement for the acts or omissions which occurred during the Agreement Term.
11. **INDEMNIFICATION.** Contractor shall indemnify, release, save, hold harmless and defend San Miguel County, its officials, employees and agents from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation reasonable attorneys' fee and costs (hereinafter referred to collectively as "claims") for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. The indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the County shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the County, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the County, its officials, agents, and employees for losses arising from the work performed by the Contractor for the County according to this Agreement. Notwithstanding any other provision of the Contract Documents, Contractor acknowledges that the County, as a governmental entity, is not legally permitted to and does not agree to indemnify Contractor.
12. **APPROPRIATION OF FUNDS.** Time is of the essence in Contractor's performance of its obligations under this Agreement. San Miguel County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. §29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
13. **SUSPENSION & TERMINATION.** Without terminating this Agreement, the County may suspend Contractor's Services following a five (5) day written Notice to Contractor. In the event of suspension, Contractor shall incur no additional expenses and shall perform no further services for the County under this Agreement after the date of receipt of the notice of suspension unless otherwise specified by the County. If resumption of Contractor's Services requires any waiver or change in this Agreement, the parties must mutually agree to such waiver or change, in writing, and the writing must be attached as an addendum to this Agreement. Additionally, the County reserves the right to terminate this Agreement, in whole or in part, with or without cause by the giving of a fifteen (15) day written Notice to Contractor. In the event of termination, Contractor shall incur no additional expenses and shall perform no further services for the County under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the County. Upon termination for any reason, the County shall be entitled to a prorated refund for the remainder of the current term. In the event the County terminates this Agreement for cause, the provisions of the paragraph titled "Damages" shall apply.
14. **DAMAGES.** If Contractor fails to comply with any material provision of the Agreement, Contractor shall be liable for any and all damages, including with limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in the Agreement are of the essence. Contractor's failure to substantially complete the services in conformance with the Agreement shall result in damages suffered by the County, including, without limitation, the County's cost to complete the services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to Contractor under this Agreement. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

15. **DATA SECURITY.** Any data or documentation Contractor receives from the County under this Agreement is the property of the County and shall be returned at the expiration of the Agreement. The data and documentation may contain confidential information and/or personal identifying information. As such, Contractor shall use reasonable care to ensure said information is secure.

Contractor will take adequate steps and security precautions to prevent unauthorized disclosure of information which is County property including, but not limited to: (a) instructing employees that have access to such information not to copy or duplicate the same or any part thereof; (b) to withhold disclosure or access or reference thereto from unauthorized third parties, and; (c) maintaining proper control of passwords and security procedures to prevent unauthorized access to Contractor's computer systems.

Contractor shall notify the County of any actual or suspected data security incident as soon as practicable, but no later than 24 hours after it becomes aware of it, to include but not limited to: (a) access, use or disclosure of a County's confidential information not permitted by this Agreement; (b) breach of a County's unsecured confidential information; (c) security breach or intrusion or; (d) use or disclosure of a County's confidential information in violation of any applicable federal or state laws or regulations.

If applicable, all data shall be encrypted at rest and in transmission. Contractor's collection, access, use, storage, disposal, and disclosure of data under this Agreement shall comply with all applicable data protection laws, as well as all other applicable regulations and directives.

Upon termination of this Agreement for any reason, Contractor will provide access to all County data for a transition period for up to three (3) months. Once all of the data has been moved and the three (3) month period has expired, Contractor's obligations to maintain the stored data will end. County will also have access to search, playback, and download features. County data will include all associated metadata. Contractor will provide assistance to move County data in a timely and organized manner to another provider at no additional cost during the transition period.

16. **NONDISCRIMINATION.** Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. §24-34-401, et seq., as amended and all applicable local, state, and federal laws regarding discrimination and unfair employment practices. Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, color, creed, religion, gender, gender identity, national origin or ancestry, disability, age, sex, sexual orientation, socio-economic status, marital status, veteran status, or any other basis prohibited by federal, state or local law.
17. **COLORADO LABOR PREFERENCE.** The provisions of C.R.S. sections 8-17-101 and 102 may apply to this Agreement. If this Agreement includes federal funds, this paragraph does not apply. If the work to be performed under this Agreement falls within the definition of "public works project," then the Colorado Labor Preference applies. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class or labor in the several classifications of skilled and common labor employed on the project. "Colorado labor" means any person who is a resident of the State of Colorado at the time of the public works project, without discrimination as to race, color, creed, sex, age or religion except when sex or age is a bona fide occupation qualification. A resident of the State of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification or documentation that they have resided in Colorado for the last thirty (30) days.
18. **COMPLIANCE WITH PUBLIC CONTRACTS FOR SERVICES REQUIREMENTS - UNDOCUMENTED WORKERS.** Contractor certifies that, at the time of the certification, and before its execution of this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor represents, warrants, and agrees that it: (a) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the e-verify program or through the Colorado Department of Labor and Employment ("CDLE") and; (b) otherwise will comply with the requirements of C.R.S. §8-17.5-101(2)(b). Contractor is prohibited from using either the e-

verify program or CDLE program procedures to undertake pre-employment screening of job applications while Services are being performed under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall notify the subcontractor and San Miguel County within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with any reasonable request CDLE made in the course of an investigation that CDLE is undertaking according to the authority established in C.R.S. §8-17.5-102. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-101 et seq., the County may terminate this Agreement for a breach and Contractor shall be liable for actual and consequential damages to the County.

If Contractor is a natural person over eighteen years of age and a sole-proprietor, a condition precedent to the County's execution of this Agreement is that the County has verified that contractor is lawfully present in the United States in accordance with H.B. 06 -1023, C.R.S., Title 24, Article 76.5, Restrictions on Public Benefits and that the contractor has executed the statutorily required affidavit regarding their lawful presence in the United States. Contractor shall provide a copy of their valid legal presence affidavit before commencing the Services under this Agreement.

19. **COLORADO OPEN RECORDS ACT.** The parties acknowledge that San Miguel County is a governmental entity formed according to Colorado law, and as such, is subject to the Colorado Open Records Act, C.R.S. § 24-72-200 *et seq.* ("CORA"). In the event the County receives a request under CORA that would require production of records related to Contractor, the County will inform Contractor of such request and provide Contractor with a copy of any such written request. Contractor shall promptly notify the County if: (a) production of the requested record would disclose Contractor's trade secrets, privileged information, and/or confidential commercial or financial data pursuant to C.R.S. § 24-72-204(3)a(IV) or; (b) Contractor desires to pursue a legal action to prevent disclosure of such documents. The County shall determine whether to deny the request. If the County's denial of a request is challenged, the County will notify Contractor of such challenge and provide the Company with a written copy of any such challenge. Contractor shall indemnify and hold the County harmless from any claim or judgment as well as any costs and attorney's fees incurred in denying such request or otherwise assisting Contractor in response to a denial and/or legal challenge to the denial.
20. **GOVERNING LAW, JURISDICTION & VENUE.** This Agreement will be governed by and construed in accordance with the laws of Colorado. Should there be a dispute between the parties, jurisdiction and venue shall lie in the 7th Judicial District of San Miguel County, Colorado.
21. **WARRANTY.** Contractor represents that the Services pursuant to the Contract Documents will be performed in accordance with industry standards in all material respects. **NOTICE.** Notice under this Agreement shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during the normal business hours of the recipient, and otherwise on the next business day following transmission; (b) certified mail, return receipt requested, postage pre-paid, three (3) business days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery when received. Notice shall be given to the parties at the following addresses:

San Miguel County Representative:

Name: **Ryan Righetti**

Title: **Road & Bridge Supervisor**

Mailing Address: **PO Box 426, Telluride CO 81435**

Phone: **970-327-4835**

Email: **roadbridge@sanmiguelcountyco.gov**

Contractor Representative:

Name: **Doyle E. Villers**

Title: **Sales Representative**

Mailing Address: **375 NE Circle, Durango**

Phone: **970-844-0811**

Email: **d.villers@desertmtncorp.com**

Copy to: San Miguel County Attorney

Attn.: Amy Markwell

PO Box 1170 (mailing)

333 W. Colorado Ave. (physical)

Telluride, CO 81435

970-728-3879

attorney@sanmiguelcountyco.gov

“Electronic Transmission” means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts. The parties agree that: (a) any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; (b) any such notice or communication shall be considered to have the same binding and legal effect as an original document, and; (c) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form.

22. MISCELLANEOUS.

a) Assignability. Contractor shall not assign its rights or delegate its obligations under this Agreement without the County’s prior written consent.

b) Severability. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect.

c) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

d) Conflict of Interest. Contractor shall not knowingly perform any act that would conflict in any manner with the performance of services under this Agreement. Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of services.

e) Records Retention. Contractor shall maintain all records, including working papers, notes, and financial records, and make them available for County inspection and audit which they may require for any purpose authorized by law.

f) Entire Agreement. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party’s waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement. In the event of a conflict between an Exhibit to this Agreement and the body of this Agreement, the Agreement will govern resolution of the conflict.

g) Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 et seq.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the latter day and year indicated below.

San Miguel County, Colorado

Date signed _____

By _____

Name: Lance Warng

Title: San Miguel County Commissioners

Contractor Name: Desert Mountain Corporation

Date signed _____

By _____

Name: Doyle Villers

Title: Contractor Representative

Reviewed by County Attorney for form and content.

Amy T. Markwell

Date

EXHIBIT “A”

CUSTOMER ESTIMATE

*** Good for 30 days from date shown below ***

Sales Representative: Doyle Villers
 Rep Phone #: 970-844-0811
 eMail: d.villers@desertmtncorp.com

DMC Location Code	NM01	Mileage from NM01	Varies	Date:	3/26/2021
-------------------	------	-------------------	--------	-------	-----------

Bill to:

San Miguel County, CO
 P.O. Box 426
 Norwood, CO 81423

Sales Tax Resale:

AP Name: Ryan Righetti
 AP Phone #: 970-327-4835
 AP eMail: ryanr@sanmiguelcountyco.gov

Ship to:

Various Locations
 San Miguel County, CO

County: San Miguel

Site Contact: Varies, TBD

Site Phone#:

Site eMail:

PURCHASE ORDER

PO #: NO

NET 30

FUEL SUR CHARGE *

FSC : YES

Quantity	Item	Item Description	Unit Price	Total
60,000	Road Saver	60,000 gallons Road Saver (30% MgCl concentrate) - delivered to storage tanks located in the Norwood and Basin Shops	\$0.82	\$49,200.00
40,000	DMC 820	40,000 gallons of DMC 80/20 delivered to tank located the Deep Creek Shop (Magnesium Chloride/Lignosulfonate blend)	\$0.92	\$36,800.00
92,110	DMC 820	92,110 gallons of DMC 80/20 to various locations/roads	\$0.92	\$84,741.20
				\$170,741.20
		Alternate Bid		
60,000	Road Saver	60,000 gallons Road Saver (30% MgCl concentrate) - delivered to storage tanks located in the Norwood and Basin Shops	\$0.82	\$49,200.00
40,000	DMC Blend	40,000 gallons of DMC Blend delivered to tank located the Deep Creek Shop (see brochure included)	\$0.91	\$36,400.00
92,110	DMC Blend	92,110 gallons of DMC Blend to various locations/roads (see brochure included)	\$0.91	\$83,820.10
				\$169,420.10

Job Description and Special Notes

**Customer is non taxable

**Estimate does include fuel surcharge

**Estimate does include supply only and supply and apply delivery

**Estimate based on road prepared for application of product i.e. graded, water tuck on sight to insure proper moisture. (supply and apply delivery)
 locating 3 - 20,000 gallon frac tanks for storage at described locations in bid. Filled on an as needed basis per customer request.

**Estimate includes an alternate Magnesium, Lignosulfonate blend offered by Desert Mountain Corporation

SUBTOTAL

SALES TAX**

SHIPPING

MISC

GRAND TOTAL

5.237%

-

Included

* Desert Mountain reserves the right to add a fuel surcharge should fuel go above \$2.39

** Sales Tax (If Applicable it will be in addition to the estimated price)

*** * * Any Stand-by Time associated with contractor delay's (pre-watering not complete, shutdowns, ect...) will be charged at \$110 per hour**

When placing Order you MUST sign Here----->

Signature and Title

Date

EXHIBIT “B”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kysar Millennium Leavitt Insurance Agency, Inc. 300 W Arrington Suite 100 Farmington NM 87401		CONTACT Judi Vaughn NAME: PHONE (505) 325-4561 (A/C, No, Ext): E-MAIL judi-vaughn@leavitt.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Midwest Family Mutual Insurance Company	
		INSURER B: New Mexico Mutual Group	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2111128432

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE/OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> Sudden-Accidental Pollution AGGREGATE LIMIT APPLIES PER: PROJECT LOC POLICYIER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Primary & Non-Contributory CPNM0560117568	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CPNM0560117568	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000

	EXCESS LIAB		CLAIMS-MADE		Following Form			AGGREGATE	\$ 1,000,000
	DED	X	RETENTION \$	0	CPNM0560117568				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N	N / A		X PER STATUTE OTHER	
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Stop Gap/Empl Liability				CPNM0560117568	2/1/2021	2/1/2022	\$1,000,000	
A	Motor Truck Cargo				CPNM0560117568	2/1/2021	2/1/2022	\$20,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									

CERTIFICATE HOLDER

CANCELLATION

roadbridge@sanmiguelcountyco.

San Miguel County
PO Box 1170
Telluride, CO 81435

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Vaughn-Exec/JUVAUG



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INS025 (201401)

EXHIBIT “C”

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

DESERT MOUNTAIN CORPORATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. BOX 1633

6 City, state, and ZIP code

KIRTLAND, NM 87417

7 List account number(s) here (optional)

Requester's name and address (optional)

**SAN MIGUEL COUNTY
PO BOX 1170
TELLURIDE, CO 81435**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 3 - 0 2 9 3 7 2 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Amy Sharpe

Date ►

March 31, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AGENDA ITEM - 4.c.

TITLE:

Ratification of Chair's signature on County Veterans service Officer's March 2021 report.

Presented by:

Time needed:

PREPARED BY:

Jim Botenhagen, VSO Officer

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Jim continues to have weekly trainings, and phone calls uniting the VSO officers. It's been difficult making sure people are vaccinated or don't need assistance getting vaccinated as it runs into a HIPPA privacy. He is relying on the local public health and also the Veteran providers that are reaching out to individuals regarding their vaccination.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

March 2021 VSO Report

Certificate of Appreciation VSO Spring Training

Upload Date

4/6/2021

4/8/2021



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of SAN MIGUEL Month of MARCH 2021

Telephone Calls <u>21</u>	
Appointments	
Outreach <u>@ POST OFFICE</u>	
Total Served <u>5</u>	
<u>3:18 + 3:23 CALLS FROM PARIS, FRANCE TO FILE DISABILITY CLAIM</u>	
Surveys Submitted	

WIG #1 Governor's Challenge initiative adopted: (# of times shared) 2

3:3
3:24 Lethal Means Safety Video Gate Keeper Training Caring Contacts

WIG #2 How many trainings (virtual or in person) have you participated in this month? 6

Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

☒ 35 hours per week or fewer

☐ 36 hours per week or more

For the month of MARCH, 2021 from SAN MIGUEL county.

[Signature]
Signature of County Veterans Service Officer

April 1, 2021
Date

Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

[Signature] County Commissioner or Designee of

SAN MIGUEL County

4/6/21 Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month to:

Colorado Division of Veterans Affairs West

482 28 Road

Grand Junction, CO 81501

Jessica.quackenbush@state.co.us

Telephone - T, Email - E	Month of MARCH '21
Contact	Services Provided
	Assistance with filling out forms and paperwork
T 3.3 T 3.18 + 3.23	XXXXXXXXXX - DISABILITY CLAIM XXXXXXXXXX FROM PARIS, FR. R. DISABILITY CLAIM Benefits Representation - Filing VA Claims and appeals, Pension and Aid
	Burial Benefits, funeral benefits, Headstones and Markers
	Colorado State and Veterans Nursing Homes/Nursing home care
	Community Outreach and Advocacy Type: _____
	Medals Request, Replacement of - military records, medals, awards
T 3.16 T 3.30	Disability Compensation + HEALTH CARE INQUIRY
	Education and Training
	Employment Assistance, Vocational rehabilitation
	Home Loans
	Incarcerated Veterans and Homeless Veterans Initiatives
	Life Insurance
	Memorial benefits
	Operation Recognition
	Survivor benefits
T-23	Other: VET NEEDS MEDS. AFTER MOVING LEADVILLE TO NORWOOD

Signature of County Veterans Service Officer *Dr. Botenbogen*

April 1, '21
DATE

VIRTUAL TRAININGS FOR MARCH '21

3.3 S.A.V.E. TRAINING W RAINY REAMAN - SUICIDE PREV.

COORDINATOR

3.10 SPRING TRAINING CONFERENCE

3.11 SPRING TRAINING CONF.

3.17 WOMEN VETERANS W PAM SCHULTZ

3.24 LEGAL RESOURCES FOR VETERANS W
RIC MORGON

3.31 ALZHEIMERS ASSOC. W DEBRA BIANCHI

Certificate of Appreciation

Presented to:

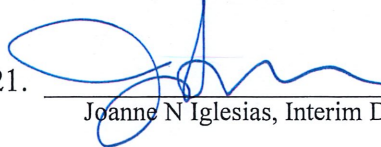
Jim Botenhagen

Thank you for attending the VSO Spring Training Conference. This certificate certifies you have completed 8 hours of Veteran Service Officer training, which you attended on March 10 and 11, 2021. Your efforts to improve your knowledge and skill set as you work on behalf of Colorado veterans is appreciated. Know you are a dedicated example of tireless commitment to the health and welfare of our state's heroes. Your willingness to participate in this spring training with your time, talent and abilities demonstrate those finest qualities of a veteran. Your moral support of the Division of Veterans Affairs efforts to provide the best customer service to veterans and their dependents have served as a indicator to all that we shall never forget our veterans and the immense sacrifices they have made to preserve this nation's freedom. Your willingness to participate in the VSO Spring Training with your time, talent and treasure demonstrates those finest qualities of a veteran. - Duty, Honor and Country.



COLORADO DIVISION OF VETERANS AFFAIRS

Given this Spring Training Day, March 11, 2021.


Joanne N. Iglesias, Interim Director





AGENDA ITEM - 4.d.

TITLE:

Approval of Minutes: March 10, 2021, March 17, 2021, March 24, 2021, March 31, 2021, and April 7, 2021.

Presented by:

Time needed:

PREPARED BY:

Carmen Warfield, Clerk to the Board

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
March 3, 2021 Draft Minutes	4/15/2021
March 17, 2021 Draft Minutes	4/15/2021
March 24, 2021 Draft Minutes	4/15/2021
March 31, 2021 Draft Minutes	4/15/2021
April 7, 2021 Draft Minutes	4/15/2021

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
MINUTES Wednesday, March 10, 2021
Zoom.us

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.**
9:30 a.m.
2. **REVIEW OF AGENDA**
 1. Late Addition of a Letter of Support for the Farmer's Water Emergency Grant, the Board agreed to put this through its editing process and be ratified at the next meeting.
 2. Item 5 e. will be continued to the next meeting.
3. **CALENDAR REVIEW**
4. **CONSENT AGENDA - None.**
5. **ADMINISTRATIVE MATTERS**
 - a. Executive Session: Discussion determining negotiating positions concerning the Wilson Mesa Parcel, citation (4)(e).

Presenter: Janet Kask, Parks and Open Space Commission; Mike Bordogna, County Manager

MOTION by Hilary Cooper to go into Executive Session to determine negotiating positions concerning the Wilson Mesa Parcel, citation (4)(e). **SECONDED** by Kris Holstrom. **PASSED 3-0.**

9:34 a.m. Recessed.

10:04 a.m. Reconvened.

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

Note: The staff and commissioners only spoke of the one item it stated for the executive session. Board Consensus to have staff and Hilary Cooper attend the State Land Board meeting regarding the Wilson Mesa Parcel's negotiating positions.

10:06 a.m. Mike Bordogna left the meeting.

- b. Discussion on using Coronavirus Relief Fund (CVRF) funds.

Presenter: Lance Waring, Chair

Note: Board Consensus to send the towns the concept of pay it forward and how it would work if implemented.

- f. Late Addition: Discussion on a comment period for the livestock grazing permit renewals.

Presenter: Hilary Cooper, Commissioner

10:17 a.m. Recessed.

10:45 a.m. Reconvened.

10:45 a.m. Mike Bordogna returned to the meeting.

- c. Discussion of the Sneffels Energy Board Climate Action plan and goals.

Presenter: Emma Gerona and Kim Wheels, EcoAction Partners; Todd Brown, Town of Telluride

Note: Agenize as a work session to discuss this concept further.

- d. Presentation of the Good Samaritan legislation.

Present: Ty Churchwell, Trout Unlimited

Note: A request for a letter supporting the Good Samaritan legislation. The draft will begin and go through the editing process for final ratification at the next board meeting.

- e. ~~Consideration to approve Steincrusher LLC independent contractor agreement with Road & Bridge for gravel crushing.~~ MOTION
Item continued to the next meeting.

6. Recess for agenda-setting with the Board and Staff (No decisions will be made).

11:47 a.m. Recessed.

12:45 p.m. Reconvened.

7. PUBLIC HEALTH AND ENVIRONMENT

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

- a. Update on the fiscal impacts of COVID for San Miguel County.

Presenter: Mike Bordogna, County Manager; Ramona Rummel, Director of Finance

- b. Discussion and update with the San Miguel County Stakeholders concerning the COVID 19 outbreak.

Present: Grace Franklin, Public Health Director

Commissioner/Staff Updates:

Kris Holstrom - 5 Star State Certificate Program

Hilary Cooper - No updates

Lance Waring - Lodging Oversight Committee has moved to the Telluride Lodging Community

Mike Bordogna - COVID Mountain Migration Survey, 5 Star Evaluator Roles will begin training within the next week

Public Comment addressing the Board:

Greg Craig, County resident

Jurisdictional Updates:

DeLanie Young - Town of Telluride

Katherine Warren - Town of Mountain Village

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

No Executive Session was needed.

8. **UPDATE WITH THE COUNTY MANAGER**

1. Farmer's Water – Request for a Letter of Support for an emergency grant application.
2. Request of a Letter of Support by True North for a submission of a grant
3. Update on job openings within San Miguel County

Present: Mike Bordogna, County Manager

1:59 p.m. Recessed.

2:05 p.m. Reconvened.

10. **COMMISSIONER UPDATES**

- a. Hilary Cooper - Updates on Legislation.

2:30 p.m. Recessed.

3:00 p.m. Reconvened.

9. **GOVERNMENT AFFAIRS/NATURAL RESOURCES**

- a. Update with Siemens Industry concerning the Energy Project.

Present: John Busch, Trish Curtis, and Steve Reese, Siemens Industry; Lynn Padgett, Government Affairs/Natural Resource Director

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

11. **ADJOURNMENT**

4:00 p.m.

20210310-BOCC-Audio

Respectfully submitted,

Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Lance Waring, Chair

ATTEST:

Mike Bordogna, County Manager

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES

Wednesday, March 17, 2021

Zoom.us

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**

3. **CALENDAR REVIEW**

4. **CONSENT AGENDA**

- a. Acceptance of the January 2021 Road Report.
- b. Approval of the re-appointment of JJ Ossola to the Historical Commission.
- c. Ratification of a comment letter concerning the San Miguel River Restoration project.
- d. Ratification of a letter of support for a Farmers Water Emergency Grant application.
- e. Approval of the San Miguel County Behavioral Health Solutions Community Partnership Agreement with Tri-County Health Network.
- f. Approval of the re-appointment of Josh Sinks to the San Miguel Basin Fair Board.
- g. Ratification of Chair's signature on the County Veterans Service Officers monthly report for February 2021.
- h. Approval of the February 2021 Payroll and Vendor Payments. (ATTACHMENT I)
- i. Approval of Minutes: Feb. 17, 2021, Feb. 24, 2021, and March 3, 2021.
Approval of the Chair's signature on Steincrusher agreement for gravel crushing for Road & Bridge

MOTION by Kris Holstrom to approve as presented. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

5. **ADMINISTRATIVE MATTERS**

- a. Update with Connie Clementson, BLM, Tres Rios Field Office.

Present: Shawn Reinhardt; Connie Clementson; Nathaniel West, Bureau of Land Management

6. **PLANNING**

- a. Public Hearing - Consideration of approval of the Telluride Legoff #2 Pipeline Replacement Project Special Use Permit.

Presenter: Troy Hangen, Senior Planner; Kaye Simonson, Planning Director; Linda Straface, Project Manager for Black Hills Energy; Ally Little, Black Hills Energy

11:04 a.m. Chair Opened the Public Hearing.

11:07 a.m. Closed the Public Hearing.

People Who Addressed the Board:

Doug Tooley, County resident

MOTION by Hilary Cooper to approve the Telluride Legoff #2 6-inch Pipeline Replacement Project Special Use Permit, and Resolution, based on the finding that the uses, as proposed in the application, are consistent with and comply with the review standards in 5-307 F.V. Uses Allowed Subject to Two-step Special Use Permit review, 5-709 - Public Utility Structures and Electricity Transmission and Distribution Lines, and 5-10: Special Uses, and the County Master Plan, with the following conditions:

1. The Special Use Permit is issued to the Applicant, Rocky Mountain Gas LLC (dba Black Hills Energy), and runs with the land.
2. The applicant is required to work with San Miguel County Vegetation Management pertaining to existing noxious weed elimination and future revegetation and weed management.
3. The applicant shall make efforts to contact or notify and property owner, leaseholder, permittee, or rancher that uses or needs access to public or private property or infrastructure during the spring months when alternative access is not available from the eastern side of the mesa. The applicant shall coordinate with USFS and BLM personnel to determine which permittees may be impacted.
4. Place ads in the Telluride and Norwood newspapers advising the traveling public of the work and possible closures.
5. The applicant, Rocky Mountain Gas LLC, shall work from 6 a.m.-6 p.m. daily Monday-Friday. If CR X48 is closed for the season from the eastern part of the project to State HWY 62, then at the end of each working day, Rocky Mountain Gas LLC shall make it so there is public access from the western part of the project to the eastern part of the project. If CR X48 is open from the eastern part of the project to State HWY 62, Rocky Mountain Gas LLC may have CR X48 closed from 6 a.m. Monday - 6 p.m. Friday.
6. The applicant shall post signs on each end of the project that has on it the contact information for the project supervisor and/or manager so access can be scheduled or planned during times when access may otherwise be restricted or unavailable.
7. Place signs near State HWY 145 and State HWY 62 advising of the work and possible road closures. Signs shall meet MUTCD standards as approved by the County Road and Bridge Supervisor.
8. The applicant will be required to obtain a Road and Bridge permit for the authorization of work and activities within the County Road or Right-of-way.
9. The distribution line will need to be placed at least 48" below the borrow ditch grade anywhere within the County Road or Right-of-Way.
10. The gas line must be placed under all existing culverts, regardless of depth in the County Road.

11. Any permanent structures must be placed as far off the roadway as possible near the Right-of-way line or written easements on private property and must be properly marked to prevent damage.
12. No staging or storage of material, equipment, or vehicles will be authorized within the County Road or Right-of-way.
13. All written representations of the applicant in the original submittal and all supplements, letters and emails are deemed to be conditions of approval, except to the extent modified by this Motion.
14. Consult with Colorado Parks and Wildlife regarding wildlife including Gunnison Sage Grouse and Implement any practices or recommendations from that agency. The results of that consultation shall be provided to the County prior to any other permits being issued.

SECONDED by Kris Holstrom. **PASSED 3-0.** (ATTACHEMENT II – Resolution 2021-009).

7. ADMINISTRATIVE MATTERS, Continued

- b. Discussion on submitting comments on the SBEADMR proposed treatments.

Presenter: Megan Eno, Norwood District Ranger; Todd Gardiner, USFS; Joseph Gonzales, USFS

- a. Review of the CORE Program of the Sheriff's office.

Presenter: Jennifer Dinsmore, Chief Administrative officer

- c. Update with April Montgomery from the Southwest Basin Roundtable.

Presenter: April Montgomery, Southwest Basin Roundtable Member

8. 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 January 2021, Earned Revenue and Expenditures January 2021, Expenditures through Electronic Benefit Transfers February 2021, Check Register for the Month of February 2021, MOE Report JAN-21 and 2021 Caseload Report.~~ Item continued to the March 24, 2021 board meeting.

9. ATTORNEY MATTERS

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

- a. Update on the State Board of Equalization notice of meeting.

Presenter: Amy Markwell, County Attorney

Note: Kris Holstrom will attend the State Board of Equalization meeting.

9. UPDATE WITH THE COUNTY MANAGER

- b. Potential Executive Session: Discussion on potential property for acquisition, citation (4)(e).

Presenter: Mike Bordogna, County Manager

MOTION by Hilary Cooper to go into Executive Session to discuss a potential property acquisition citation (4)(e). **SECONDED** by Kris Holstrom. **PASSED 3-0.**

12:19 p.m. Recessed.

12:49 p.m. Reconvened.

MOTION by Kris Holstrom to come out of Executive Session and the only item stated above was discussed. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

10. **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.

Presenter: Grace Franklin, Public Health Director

Commissioner/Staff Updates:

Kris Holstrom - the State has approved 5 Star State Certification Program and the County can proceed

Hilary Cooper - Southwest County Call

Lance Waring – No COVID updates.

Mike Bordogna - COVID Funding update; Mountain Migration Survey; Donation options in appreciation of the County should go to local non-profits; the remaining Small Business Relief fund any unused funding will go back to the State

Jurisdictional Updates:

Todd Brown - Town of Telluride

DeLanie Young - Town of Telluride

Laila Benitez - Town of Mountain Village

Zoe Dohnal- Town of Mountain Village

General Public:

Douglas Tooley, County resident

Steve Togni, Lodging Committee

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

No Executive Session was needed.

2:20 p.m. Recessed.

2:25 p.m. Reconvened.

9. **UPDATE WITH THE COUNTY MANAGER**

- a. Discussion on impacts on a proposed bill called the Enhanced Prosecution Accountability Act

Presenter: Mike Bordogna, County Manager and Hilary Cooper, Commissioner

- d. Other, as needed.
 - 1. Intergovernmental Meeting scheduled for 3/29/21 meeting to discuss the parking issues at the East End of the County
 - 2. An upgrade of the electricity will occur in the next few months at the transfer station. The goal is to improve the recycling of cardboard by purchasing a cardboard baler soon.
 - 3. Update on the State Land Board considering releasing the Wilson Mesa Parcel. This will be continued to a future State Land Board meeting.
 - 4. Scheduled meeting with jurisdictions who are a part of the San Miguel Facilities ownership
 - 5. Update on the current broadband projects.
 - 6. Update on a meeting with the Applebaugh subdivision HOA
 - 7. Natural Resources and special projects director are down to the finalists for the position. Final interviews will be occurring during the following week.
 - 8. Dominican Mine Clean-up is requesting comments - No comment letter will be provided unless the Town of Ophir expresses their need for assistance

Presenter: Mike Bordogna, County Manager

2:20 p.m. Recessed.

2:25 p.m. Reconvened.

11. **COMMISSIONER UPDATES**

- b. Kris Holstrom - Club 20, SMART Board meeting, Economic Recovery call, Update on the Blue Canyon highway construction
- c. Lance Waring - SMART Board Meeting, CC4CA, KOTO Guest Speaker
- a. Hilary Cooper - Update on the Dolores NCA Discussion, Update on Legislation

12. **ATTORNEY MATTERS**

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

- c. Tourism Marketing Contract Negotiation Strategy Discussion and Instructing Negotiators C.R.S. 24-6-402 (4)(e)

Presenter: Amy Markwell, County Attorney

MOTION by Hilary Cooper to go into Executive Session to discuss Negotiating strategies, citation (4)(e). **SECONDED** by Kris Holstrom. **PASSED 3-0.**

3:02 p.m. Recessed.

3:32 p.m. Reconvened.

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

The board only spoke about the one item it stated. Additional direction was given concerning negotiation strategies.

3:34 p.m. Hilary Cooper left the meeting.

- b. Executive Session: Discussion with the County Attorney regarding litigation (San Miguel County District Court No. 18CV30004/Court of Appeals No. 10CA1913) for the purpose of receiving legal advice, citation (4)(b).

Presenter: Amy Markwell, County Attorney; Jeff Driscoll, Attorney representing the County

MOTION by Kris Holstrom to go into Executive Session. **SECONDED** by Lance Waring. **PASSED 2-0.**

3:34 p.m. Recessed.

3:46 p.m. Reconvened.

MOTION by Kris Holstrom to come out of Executive Session. **SECONDED** by Lance Waring. **PASSED 2-0.**

The board came out of Executive Session, and the Commissioners only discussed the litigation, citation (4)(b). Staff direction by the Commissioner to consider all litigation options, including appeal.

Note: The County Attorney requested that the above item not have written minutes as it constitutes a privileged attorney-client communication and a statement signed by the attorney and the chair is attached. (ATTACHMENT III)

MOTION by Kris Holstrom to adjourn the meeting. **SECONDED** by Lance Waring. **PASSED 2-0.**

13. **ADJOURNMENT**

3:47 p.m.

20210317-BOCC-Audio

Respectfully submitted,

Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Lance Waring, Chair

ATTEST:

Mike Bordogna, County Manager

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
MINUTES**

**Wednesday, March 24, 2021
Telluride, Colorado**

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

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

1. CALL TO ORDER

9:30 a.m.

2. REVIEW OF AGENDA

3. CALENDAR REVIEW

4. CONSENT AGENDA

- a. Approval of Chair's signature on a revised Rocky Mountain Health Maintenance Organization Crisis System Provider administrative services organization agreement.
- b. Item Continued to later in the meeting. Approval of Chair's signature on a Behavioral Health Solutions Community Partnership Agreement with The Center for Mental Health.
- c. Approval of the following vehicles be declared surplus and to direct staff to dispose of the assets: 2004 Chevrolet Colorado Vin# 1GCDT196148222043; 2004 Chevrolet Suburban Vin#3GNGK26U54G267836; 2006 Ford Expedition Vin#1FMPU16516LA97319; 2009 Ford Expedition #1FMFU16559EB27166; 2009 Ford Expedition Vin#1FMFU16519EB27167; 2009 Ford Expedition; Vin#1FMFU16519EB27168; 2009 Ford Expedition Vin#1FMFU16519EB27165

MOTION by Kris Holstrom to approve the consent agenda with item 4.b. pulled to be considered later in the meeting. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

5. ADMINISTRATIVE MATTERS

- a. Update on the SW Water Conservation District.

Present: Jenny Russell, appointed to the Southwestern Water Conservation District

- b. Consideration of a request by the Assessor to Deny Personal Property petition 2021-36 for abatement or refund of taxes TY2019- 2020 John Herndon, Spydor Wood Products Inc., P0092097.

Present: Peggy Kanter, County Assessor; Sarah Enders, Deputy Assessor; John Herndon, Petitioner

Note: Item continued to April 7, 2021, for the petitioner to provide additional information.

- c. Hearing: Consideration of a request by the Assessor to Deny Petition 2021- 28 for abatement or refund of taxes, TY2020, Elder, Nathania c/o Duff & Phelps, Lot 21 Hasting Mesa Estates Subdivision, R1040093747.
- d. Hearing: Consideration of a Request by the Assessor to Deny Petition 2021-7 for abatement or refund of taxes, TY2018-19, Elder, Nathania, Lot 21 Hastings Mesa Subdivision, R1040093747
- e. Hearing: Consideration of a request by the Assessor to Deny Petition 2021-8 for abatement or refund of taxes TY2018-19 Duquette, Arthur & Elizabeth c/o Duff & Phelps, R1040088035.
- f. Hearing: Consideration of a request by the Assessor to Deny Petition 2021-29 for abatement or refund of taxes TY2020 Duquette, Arthur & Elizabeth c/o Duff & Phelps, R1040088035.

Present: Peggy Kanter, Assessor

MOTION by Hilary Cooper to deny Duff & Phelps petition 2021-28, Elder, Nathania, Tax Year 2020, and Petition 2021-7, Elder, Nathania, Tax years 2018-19, and Petition 2021-8, Duquettte, Arthur & Elizabeth, Tax years 2018-19 and Petition 2021-29, Duquette, Arthur & Elizabeth, Tax year 2020, due to the petitioners not providing any supporting documentation and the tax agent choosing not to be present to provide additional information for the Board's consideration. **SECONDED** by Kris Holstrom. **PASSED 3-0. (ATTACHMENT –I)**

- g. Hearing: Consideration of a request by the Assessor to Deny Petition 2021-33 for abatement or refund of taxes, TY2020, Henry N Goodman c/o Ray Bowers, Lot 27 Telluride Ski Ranches, R1030007271.

Present: Peggy Kanter, Assessor; Ray Bowers, Petitioner's agent

MOTION by Kris Holstrom to deny the petition for abatement 2021-33, Henry N Goodman, as it does not meet the contiguous classification as it is not under common ownership. **SECONDED** by Hilary Cooper. **PASSED 3-0. (ATTACHMENT II)**

10:36 a.m. Recessed.

10:45 a.m. Reconvened.

- h. Presentation and discussion of the Model Traffic Code.

Presenter: Amy Markwell, County Attorney; Bill Masters, County Sheriff

Note: Continued research and review of this Ordinance before proceeding.

- i. Consideration of a Resolution by the Board of County Commissioners Authorizing the Chair of the Board to Execute All Closing Documents Required to Effect the Acquisition of Real Property (Jackson Street) in Sawpit, Colorado.

Present: Ryan Righetti, Road and Bridge Superintendent; Amy Markwell, County Attorney

MOTION by Kris Holstrom to approve Resolution #2021-10 which authorizes the Chair of the Board to execute all closing documents that may be required in order to acquire the real property currently known as Jackson Street that will become part of County Road 58P and incorporated into the County Road System. **SECONDED** by Hilary Cooper. **PASSED 3-0. (ATTACHMENT III)**

- j. Potential Executive Session: Housing Report, citation (4)(b).

Note: Item continued until later in the meeting.

6. **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 January 2021, Earned Revenue and Expenditures January 2021, Expenditures through Electronic Benefit Transfers February 2021, Check Register for the Month of February 2021, MOE Report JAN-21 and 2021 Caseload Report.

MOTION by Kris Holstrom to approve the Chair's signature on Social Services Department Balance Sheet January 2021, Earned Revenue and Expenditures January 2021, Expenditures through Electronic Benefit Transfers February 2021, Check Register for the Month of February 2021, MOE Report JAN-21 and 2021 Caseload Report. **SECONDED** by Hilary Cooper. **PASSED** by 3-0.

- b. Other, as needed.
 1. Overview of the requirements for foster families.
- 4.b. Approval of Chair's signature on a Behavioral Health Solutions Community Partnership Agreement with The Center for Mental Health.

Note: Continued from earlier in the meeting.

Note: Board direction to continue the discussion with the Behavior Health Solutions board to look at providing transparency and accountability for all organizations partnering with BHS.

Present: Carol Friedrich, Director of Social Services

7. **Recess for agenda-setting with the Board and Staff (No decisions will be made).**

12:16 p.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 and Environment.)

- a. Discussion and update with the San Miguel County Stakeholders concerning the COVID 19 outbreak.

Present: Grace Franklin, Public Health Director

Public that Addressed the Board:

Greg Craig, County resident

Larry Mallard, Lodging committee

Douglas Tooley, County resident

Dr. Jeffrey Kocher, County resident

Commissioner COVID Updates:

Kris Holstrom - 5 Star State Certification Program

Hilary Cooper – Southwest County Call

Lance Waring - No updates

Jurisdictional Updates:

Patti Grafmyer - Town of Norwood

Laila Benitez - Town of Mountain Village

Kim Montgomery - Town of Mountain Village

Delanie Young - Town of Telluride

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

No Executive Session was needed.

9. **MANAGER MATTERS**

- a. Planning Matters: Executive Session- Consideration of potential comments on the Mountain Village masterplan, citation (4)(b).

Presenter: Mike Bordogna, County Manager; Kaye Simonson; Planning Director

MOTION by Kris Holstrom to go into Executive Session for legal advice, concerning the Mountain Village masterplan, citation (4)(b). **SECONDED** by Hilary Cooper. **PASSED 3-0.**

2:14 p.m. Recessed.

2:38 p.m. Reconvened.

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

Note: The County Attorney requested that the above item not have written minutes as it constitutes a privileged attorney-client communication and a statement signed by the attorney and chair is attached. (ATTACHMENT IV)

Note: Staff was directed to prepare a comment letter regarding the Mountain Village masterplan.

- b. Potential Executive Session: Update on our Broadband and IRU's., citation (4)(e).

Presenter: Mike Bordogna, County Manager

9.c. Other, as needed.

1. A comment letter will be prepared concerning the clean-up at the Dominican mine
2. Update on the removal of the Wilson Mesa Parcel by the State Land Board
3. A Village Court Apartment has been acquired for the County. It will be a rental for County Staff
4. Field Trip dates explored to meet with Connie Clementon BLM to the Gypsum Valley, Dry Creek Basin

5.j. Potential Executive Session: Housing Report, citation (4)(b).

Note: Continued from earlier in the meeting.

Presenter: Heather Widlund, GIS Director; Mike Bordogna, County Manager

MOTION by Hilary Cooper to go into Executive Session. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

3:17 p.m. Recessed.

3:46 p.m. Reconvened.

MOTION by Kris Holstrom to come out of Ext Session. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

Note: The County Attorney requested that the above item not have written minutes as it constitutes a privileged attorney-client communication and a statement signed by the attorney and chair is attached. (ATTACHMENT IV)

Note: Only the one item was discussed regarding a Housing Report, citation (4)(b).

10. **COMMISSIONER UPDATES**

- a. Hilary Cooper - Outside Meetings, Updates on Legislation.

4:03 p.m. Hilary Cooper left the meeting.

Kris - Economic Survey

Lance - Soil Health Meeting

MOTION by Kris Holstrom to adjourn the meeting. **SECONDED** by Lance Waring. **PASSED 2-0**

11. **ADJOURNMENT**

4:04 p.m.

20210324-BOCC-Audio

Respectfully submitted,

Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Lance Waring, Chair

ATTEST:

Mike Bordogna, County Manger

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
Wednesday, March 31, 2021
Telluride, Colorado

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**

9:30 a.m.

2. **REVIEW OF AGENDA**

3. **CALENDAR REVIEW**

4. **PLANNING MATTERS**

- a. Discussion concerning an amendment to the (Land Use Code) LUC to allow developed campgrounds in the Wrights Mesa Rural Agriculture (WMRA) if they can be served by public water.

Presenter: Kaye Simonson, Planning Director

Note: The Planning department will work on an amendment to the Land Use Code to be presented for review.

5. **PARKS AND OPEN SPACE MATTERS**

- a. Presentation of the County Parks and Open Space - 2020 Year-End Report/Synopsis.

Presenter: Janet Kask, Parks and Open Space Director

6. **ADMINISTRATIVE MATTERS**

- a. Consideration of approving an unbudgeted amount under \$5,000 for funds for implementing the Peak Management/Efficiency Suite in 2021.

Presenter: Carmen Warfield, Clerk to the Board

MOTION by Kris Holstrom to approve the unbudgeted amount under \$5,000 for funds to implement the Peak Management system in 2021. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

- b. Review of the 1st Quarter 2021 Board of County Commissioners goals.

Presenter: Mike Bordogna, County Manager

- c. Potential Executive Session: Discussion on the San Miguel Behavioral Health Solutions Panel tracking system of outside funding for behavioral health services, citation (4)(b).

Note: Hilary Cooper will attend a Behavioral Health Solutions Meeting and bring the results back to the board.

- d. Recess for agenda-setting with the Board and Staff (No decisions will be made).

11:50 a.m. Recessed.

12:45 p.m. Reconvened

7. 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.

Presenter: Grace Franklin, Public Health Director

Public Who Addressed the Board:

Doug Tooley, County resident

Greg Craig, County resident

Commissioners:

Kris Holstrom - Update on the 5-Star State Certification Program

Stakeholders:

Todd Brown - Town of Telluride

Kim Montgomery - Town of Mountain Village

Katherin Warren - Town of Mountain Village

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

MOTION by Hilary Cooper to go into Executive Session to discuss the future of Public Health Orders. **SECONDED** by Kris Holstrom. **PASSED 3-0.** (ATTACHMENT I – Public Health Agency Order #2021-003)

1:42 p.m. Recessed.

3:11 p.m. Reconvened.

2:58 p.m. Kris Holstrom left the meeting.

MOTION by Hilary Cooper to come out of Ext Session. **SECONDED** by Lance Waring. **PASSED 2-0.**

The board came out of Executive Session as the San Miguel County Board of Health supporting the public health orders and state guidelines for events, continuing the 5 commitments, including the 6 ft. spacing and working with local jurisdictions.

Note: The County Attorney Requested that the above item not have written minutes as it constitutes a privileged attorney-client communication and a state signed by the attorney and chair is attached. (ATTACHMENT II)

3:12 p.m. Recessed.
3:22 p.m. Reconvened.

8. **UPDATE WITH THE COUNTY MANAGER**

1. Ryan Righetti, County Road and Bridge Superintendent testified at the Capital regarding the 811 locate bill.
2. Update on the 2020 Lodging and Sales Tax funds received.
3. Update on CDOT's plan for additional chaining stations.
4. May 18, 2021, BLM site visit with Commissioners of the Gypsum Valley and Dry Creek Basin

9. **COMMISSIONER UPDATES**

- a. Lance Waring – Early Childhood Advisory Council, Lodging Tax Panel Meeting
- c. Hilary Cooper - Outside Meetings, Updates on Legislation.

MOTION by Hilary Cooper to adjourn the meeting. **SECONDED** by Lance Waring.
PASSED 2-0.

10. **ADJOURNMENT**

4:00 p.m.

Respectfully submitted,

Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Lance Waring, Chair

ATTEST:

Mike Bordogna, County Manager

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES
Wednesday, April 7, 2021
Zoom.us

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.**

9:30 a.m.

2. **REVIEW OF AGENDA/CALENDAR REVIEW**

3. **CONSENT AGENDA**

- a. Ratification of Commissioner's signatures on a letter of support concerning the expansion of the Electric Transmission facilities bill SB21-072.
- b. Ratification of Commissioner's signatures on a letter supporting legislation on the clean-up of abandoned hardrock mines.
- c. Ratification of a letter of support to the Colorado Department of Higher Education on behalf of True North Youth Program.
- d. Ratification of Commissioner's signatures on a letter to Senator Chris Hansen, Senator Don Coram, and Representative Valdez, supporting bill SB21-1117.
- e. Ratification of Commissioner's signatures on a letter to the Town of Mountain Village for their Comprehensive plan process.
- f. Ratification of Commissioner's signatures on a letter to the US Forest Service supporting the clean-up actions at the New Dominion Mine.
- h. Approval of Chair's signature on an Amended and Restated Deed Restriction and Covenant for Christine Capaldo, Lot 22A, Lawson Hill Subdivision/PUD.
- i. Approval of Angela Dye requesting a reappointment to the Open Space Commission.
- j. Approval of Jonna Wensel requesting a reappointment to the Historical Commission.
- k. Approval of the appointment Matthew "Matt" Mogg, Chief Paramedic of the Norwood Fire Protection District, to the West Regional Emergency Medical and Trauma Advisory Council (WRETAC) for a 4-year term.

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

4. **ADMINISTRATIVE MATTERS**

- a. Consideration of appointing Sefra Maples to the Open Space Commission.

Presenter: Janet Kask, Parks and Open Space Director

MOTION by Hilary Cooper to approve Sefra Maples to the Open Space Commission.
SECONDED by Kris Holstrom. **PASSED 3-0.**

- b. Consideration of approval to purchase a vehicle on behalf of the CORE Program for \$39,516, with funds supported by the Rocky Mountain Health Partners.

Presenter: Jennifer Dinsmore, Chief Administrative officer

MOTION by Kris Holstrom to approve a vehicle's purchase on behalf of the CORE Program for \$39,516 with funds supported by the Rocky Mountain Health Partners. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

- 9. c. Update, and other as needed.
 - 1. Update San Miguel Regional Housing Authority future happenings
 - 2. Schedule a Worksession on trails including the Rimrocker trail
- 4. c. HEARING: Consideration of a request by the Assessor to Deny Personal Property Petition 2021-36 for abatement or refund of taxes, TY 2019-2020 John Herndon P0090097.

Presenter: Peggy Kanter, County Assessor

MOTION by Hilary Cooper to deny the assessor's recommendation of denial and approve the request of the petitioner to refund taxes for [Personal Property Petition 2021-36 for TY 2019-2020 John Hendon P0090097] **SECONDED** by Kris Holstrom. (ATTACHMENT I)

5. **PLANNING MATTERS**

- a. 10:00 a.m. Public Hearing: Consideration of an amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility Special Use Permit: Add an Outdoor Cultivation Area, 2 temporary greenhouses and a processing/Storage Building.

Presenter: John Huebner, Senior Planner; Kaye Simonson, Planning Director, Nolan Murphy, Alpine Wellness

10:09 a.m. Chair Opened the Public Hearing.

10:36 a.m. Chair Closed the Public Hearing

MOTION by Kris Holstrom to approve the proposed amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility Special Use Permit, and adopt Resolution No. 2021-11, to add a 20,000 s.f. Outdoor Cultivation Area, two (2) 3,000 s.f. Non-substantial greenhouses, i.e., "hoop houses," and a 3,000 s.f. Processing/ Storage Building, based on the finding that the proposed amendment complies with the standards of Land Use Code Section 5-2905 et seq. for Retail and Medical Marijuana Cultivation Facilities and the County Master Plan with the following conditions:

General Conditions:

- 1. This Special Use Permit (SUP) is issued to the Applicant and does not run with the land.

2. This SUP Approval is subject to all written representations of the Applicant in the original submittal and all supplements, letters and emails, are deemed to be conditions of approval, except to the extent modified by this Motion.

Specific Conditions:

3. All applicable conditions of approval as set forth in BOCC Resolution 2016-17 shall be followed.
4. The Special Use Permit shall only be valid as long as the Applicant holds a current State and County License for the approved use and complies with all state and county regulations at all times.
5. The location of the Outdoor Cultivation Area, "hoop houses" and processing/storage building shall be as shown on the enclosed Site Map.
6. The fence design shall be as approved by the Colorado Marijuana Enforcement Division. A copy of the final MED approval shall be submitted to the Planning Department upon receipt.
7. If the facilities (greenhouse, hoop houses or storage/processing building) are to be used after dark the facilities will be constructed in such a way as to prevent light leakage from the buildings; no outdoor lighting shall be allowed except at the entrance gate that is motion-sensitive, shielded and directed down and meets the International Dark-Sky Association (IDA) guidelines for light color and intensity.
8. Privacy screening may be required after construction of the greenhouse, outdoor cultivation area, hoop houses, and storage/building.
9. The non-substantial greenhouses, i.e., "hoop houses" will be permitted for an initial period of one (1) year, with renewal for one (1) additional year upon administrative review. They shall not be permitted to be used for a period longer than two (2) years. The hoop house coverings shall be maintained and all torn plastic shall be removed immediately.
10. No signs will be posted on the property advertising the business with the exception of a sign that identifies the state and county license numbers and which buildings are not being used for cultivation.
11. All processing of marijuana shall take place within the processing/storage building or greenhouses
12. If offensive odors are reported offsite by the neighbors, after consultation with the Planning Department, the Applicant may be required to provide an odor removal system.
13. Waste disposal shall comply with Colorado Department of Health & Environment regulations.
14. Equipment related to the cultivation operation will be stored inside a structure or within an enclosed area.
15. Any and all water used associated with the Marijuana Facility shall be in accordance with guidance provided by the Colorado Division of Water Resources and not in conflict with the water decree for the source of water being used.
16. All outdoor water storage shall be covered and maintained to prevent the establishment of mosquito larvae and other vectors.
17. Unless needed for security of the overall site, fence segments shall be opened to allow wildlife to move through the site when outdoor cultivation is not occurring.
18. The Applicant shall maintain and remove any damaged and exposed landscape fabric used in the outdoor cultivation area to prevent litter from spreading.
19. Applicant will remove hoop house coverings at the end of the growing season for winter.

20. Applicant will monitor the traffic associated with its operation and will make attempts to mitigate excessive traffic on Woodstock Road.
21. Any request to increase the number of growing areas, greenhouses or structures on-site or to modify the conditions of this SUP approval may be considered a Substantial Amendment and shall be reviewed subject to the applicable Land Use Code requirements and process for a Marijuana Retail Cultivation Facility.
22. The Applicant shall obtain all necessary state and local permits, including Building, Development, Electrical, and MED.

Review Period:

23. There shall be an annual review after the first full calendar year of operations (January 2023). Prior to this annual review by the Planning Commission, notice will be provided the neighbors and individuals and review who received noticed for this SUP amendment application, prior to the scheduled public meeting so they may make their comments, 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 SUP to continue as approved, modify or add conditions, or even revoke the SUP for non-compliance with the BOCC Resolution terms and conditions of approval or if there are unintended substantial impacts to neighbors adjacent to the site. As a part of its consideration the BOCC may make a determination in its discretion if there is a need for additional annual reviews, or periodic reviews of the terms and conditions of the SUP in the future or not. **SECONDED** by Hilary Cooper. **PASSED 3-0.** (ATTACHMENT II – Resolution 2021-011)
 - b. Consideration of an Annual Review: Spitfire Realty, LLC Special Use Permit to allow restricted use of two Aircraft Landing Areas located on 418-acre parcel within T44N, R10W, Hastings Mesa.

Presenter: John Huebner, Senior Planner; Brad Switzer; Attorney representing the Applicant

MOTION by Hilary Cooper to approve that no changes be made to the flight activities authorized by the Spitfire Realty LLC Aircraft Landing Areas Special Use Permit based on the finding that Spitfire has complied with the Special Use Permit terms and conditions of approval, but to add an additional review by the Planning Commission and Board of County Commissioners to occur after the third full calendar year of operations concludes (February 2022). **SECONDED** by Kris Holstrom. **PASSED 3-0.**

- c. Approval of Chair's signature on Insubstantial Plat Amendment to modify the home site location for Tract 32, Wilson Mesa Ranch Subdivision.

Presenter: John Huebner, Senior Planner; Kaye Simonson, Planning Director

MOTION by Kris Holstrom to authorize the San Miguel County Board of Commissioners Chair's signature on the Insubstantial Plat Amendment for Tract 32, Wilson Mesa Ranch Subdivision Filing 4 as presented. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

10:58 a.m. Recessed

11:05 a.m. Reconvened.

6. **ADMINISTRATIVE MATTERS - Continued.**

- a. Discussion and update with the Building Official on the timeline of the Code Adoption and future goals of the Building Dept.

Presenter: Matt Gonzales, Building Official

- b. Consideration of a contribution of \$500 to the Nucla, Naturita Chamber for the Dark Sky Initiative matching funds.

Presenter: Kris Holstrom, Commissioner; Bryan Jordan, representing Colorado Dark Sky initiative

MOTION by Hilary Cooper to approve a \$500 donation to the Nucla and Naturita Chamber for the Dark Sky Initiative. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

7. **PARKS AND OPEN SPACE MATTERS**

- a. Executive Session: Discussion on a potential land conservation easement, citation (4)(e).

Presenter: Janet Kask, Parks and Open Space Director; Molly Fales, Land Trust Holder

MOTION by Kris Holstrom to go into Executive Session to review a potential land conservation easement, citation (4)(e). **SECONDED** by Hilary Cooper. **PASSED 3-0.**

11:51 a.m. Recessed.

12:06 p.m. Reconvened.

MOTION by Kris Holstrom to come out of Executive Session and the only item discussed was the potential land conservation easement. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

MOTION by Hilary Cooper to approve the \$65,000 out of the [County Land Heritage fund as part of the] Parks and Open Space fund as presented. **SECONDED** by Kris Holstrom. **PASSED 3-0.**

- b. Break 12:00 pm - 12:45 pm

12:15 p.m. Recessed.

12:45 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.

Presenter: Grace Franklin, Public Health Director

Commissioner COVID Updates:

Hilary Cooper - Updates at the State Level - Uniform version of the dial, American Rescue Plan

Kris Holstrom - State and Local level meetings concerning the 5 Star State Certification Program

Stakeholder Updates:

DeLanie Young, Town of Telluride

Laila Benitez, Town of Mountain Village

Public Who Addressed the Board:

Doug Tooley, County resident

Greg Craig, County resident

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

Note: No executive session was needed.

9. **UPDATE WITH THE COUNTY MANAGER/COMMISSIONER UPDATES**

- b. Late Addition: Consideration of Chair's signature on a resolution in support of President Biden's pause on new oil and gas leasing on Federal Public Lands.

Note: Item continued to the next meeting.

- c. Update, and other as needed.
 - 1. A request for proposal will be advertised beginning the process of a new/upgraded phone system for the County
 - 2. Staff and Commissioners completed a site visit to the Telluride and Norwood Sheriff annex.

Presenter: Mike Bordogna, County Manager

10. **ATTORNEY MATTERS**

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

- b. Executive Session: Discussion and updates with the Suncor legal case, citation (4)(b).

Presenter: Amy Markwell, County Attorney; Marco Simons and Kevin Hannon, Attorneys representing the County

MOTION by Hilary Cooper to go into Executive Session regarding the Suncor Legal Case, citation (4)(b). **SECONDED** by Kris Holstrom. **PASSED 3-0.**

2:08 p.m. Recessed.

2:54 p.m. Reconvened.

Note: The County Attorney requested that the above item not have written minutes as it constitutes a privileged attorney-client communication and a statement signed by the attorney and chair is attached. (ATTACHMENT III)

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

Staff Direction was given to the Attorneys representing the County. The only item spoke about was the Suncor Legal Case.

2:54 p.m. Recessed.

3:00 p.m. Reconvened.

- a. Consideration of a Resolution 2021-012 by the Board of County Commissioners Authorizing the Release of Promissory Notes and/or Deeds of Trust for Unit A, Lot 3 Gold Run Planned Community and the Chair of the Board to Execute Applicable Documentation to Transfer said Property to the Town of Telluride.

Presenter: Mike Bordogna, County Manager; Amy Markwell, County Attorney

MOTION by Hilary Cooper to approve as presented. **SECONDED** Kris Holstrom. **PASSED 3-0.**
(ATTACHMENT IV – RESOLUTION 2021-012)

9. **UPDATE WITH THE COUNTY MANAGER/COMMISSIONER UPDATES**

- d. Kris Holstrom - Update on Outside Meetings – Recycle Colorado, Economic Recovery Committee, Southwestern Water Conservation District, Build Back Stronger, State Board of Equalization
- e. Hilary Cooper - Outside Meetings, Updates on Legislation.
- f. Lance Waring - Update on Outside Meetings. – CC4CA Director's meeting
- c. Update, and other as needed.
 1. Update on County Liability Insurance and the Workman's Comp Pool

Presenter: Mike Bordogna, County Manager

- a. Executive Session: Discussion regarding the Wilson Mesa Parcel County position, citation (4)(e).

Presenter: Mike Bordogna, County Manager

MOTION by Hilary Cooper to go into Executive Session to discuss the Wilson Mesa Parcel, citation (4)(e). **SECONDED** by Kris Holstrom. **PASSED 3-0.**

3:44 p.m. Recessed.

4:03 p.m. Reconvened.

Staff Direction to continue negotiations with all parties involved.

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

11. **ADJOURNMENT**

4:04 p.m.

20210407-BOCC-Audio

Respectfully submitted,

Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Lance Waring, Chair

ATTEST:

Mike Bordogna, County Manger



AGENDA ITEM - 4.e.

TITLE:

Ratification of a Letter of support on behalf of Telluride Foundation and Tri-County Health Network's Americorp VISTA program.

Presented by:

Time needed:

PREPARED BY:

April Montgomery, Telluride Foundation

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

Americorp VISTA program

Upload Date

4/14/2021



BOARD OF COMMISSIONERS

HILARY COOPER KRIS HOLSTROM LANCE WARING

April 13, 2021

April Montgomery
Telluride Foundation
PO Box 4222
Telluride, CO 81435

Dear April,

The purpose of this letter is to express San Miguel County's continued support for the Telluride Foundation's and Tri-County Health Network's Americorp VISTA program. These five VISTA members provide important services in San Miguel County, helping to alleviate poverty.

We appreciate the fact that five VISTA volunteers have been part of the Telluride and Norwood communities each year, specifically helping to build the capacity of Tri-County Health Network as well as the Foundation's Strong Neighbor's Initiative. These VISTAs provide essential roles to support these programs, including providing community outreach and marketing, helping to write grants, recruiting volunteers, supporting and strengthening numerous nonprofit organizations, and coordinating local events; through their efforts, they are bringing in additional funds and resources into our communities.

We realize how important these VISTAs are to the Tri-County Health Network and the Telluride Foundation's work, and we hope they will be able to continue hosting VISTA members.

Sincerely,
San Miguel County
Board of Commissioners

Lance Waring, Chair

Kris Holstrom, Vice Chair

Hilary Cooper, Commissioner



AGENDA ITEM - 4.f.

TITLE:

Approval of the re-appointment of Becky Hannigan to the San Miguel Basin Fair Board.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

Recommended approval for re-appointment to the Fair Board.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Request for Appointment

Upload Date

4/15/2021

----- Forwarded message -----

From: <noreply@civicplus.com>

Date: Wed, Apr 14, 2021 at 9:21 PM

Subject: Online Form Submittal: County Boards and Commissions Request for Appointment

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: San Miguel Basin Fair Board

Reappointment? Yes

(Section Break)

First Name Becky

Last Name Hannigan

Email

Address1

Address2 *Field not completed.*

City Redvale

State CO

Zip 81431

Step 2

San Miguel County Boards & Commissions Request for Appointment

Professional Background/Personal Interests Currently working for Uncompahgre Medical Center for 5 years now and have held a position on the San Miguel County Fair Board for 2 years and was Open Fair Superintendent for 2 years before joining the board.

Reasons for interest in serving on this board Being part of the community and helping as much as I can is my main interest, and certainly my pleasure.

Email not displaying correctly? View it in your browser.

Janet Kask, Director



AGENDA ITEM - 4.g.

TITLE:

Approval of the 2021 Vendor and Payroll payments.

Presented by:

Time needed:

PREPARED BY:

Ramona Rummel, Finance Director

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

Payroll and Vendor Payments March 2021

Upload Date

4/16/2021



FINANCE OFFICE

RAMONA RUMMEL, FINANCE DIRECTOR

April 16, 2021

To: Board of County Commissioners
Mike Bordogna, County Manager

Below please find a summary of payments issued during the month of March 2021. This presentation of claims is required per CRS 30-25-110.

Staff is recommending the approval of these payments via consent agenda on April 21, 2021.

Any questions, please let me know. Thank you.

Per 30-25-110 C.R. S. Claims presented to the board - when-how paid.

March 2021 Payments		
	PAYROLL	VENDOR PAYMENTS
101 - General Fund	\$542,587.92	\$346,127.07
102 - Road & Bridge Fund	\$151,028.69	\$106,270.35
103 - Social Services Fund	\$31,421.25	\$8,139.68
104 - Sales Tax Capital Fund		\$338,957.06
106 - Transit Fund		\$3,175.63
107 - Retirement Fund	\$39,612.26	
108- Parks and Open Space Fund	\$25,628.43	\$35,264.36
109 - Conservation Trust Fund		
110 - Lodging Tax Fund		\$30,676.00
111 - Vegetation Management Fund		\$455.55
112 - Early Childhood Education Fund		\$187,652.00
113 – Mental Health Fund		\$16,668.00
115 - Public Health & Environment Fund	\$20,882.48	\$14,426.30
116 - Energy Fund		
117 – COVID19 Fund	\$50,003.23	\$8,710.35
224 - Housing Authority		\$10,000.00
226 - Solid Waste Disposal District		\$8,823.27
301 – Grant Fund		\$54,328.00
TOTALS	\$861,164.26	\$1,169,673.62



AGENDA ITEM - 5.a.

TITLE:

9:35 am Consideration of appointing Sara Lopez to the Norwood Lone Cone Public Library Board of Trustees./MOTION

Presented by: Carrie Andrew, Director

Time needed: 5 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

Approval is recommended.

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Request for Appointment

Upload Date

3/22/2021



Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Online Form Submittal: County Boards and Commissions Request for Appointment

1 message

noreply@civicplus.com <noreply@civicplus.com>

Fri, Mar 5, 2021 at 4:18 PM

Reply-To: slopez@telluride.k12.co.us

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: Norwood Lone Cone Public Library Board of Trustees

Reappointment? No

(Section Break)

First Name Sara

Last Name Lopez

Email

Address1

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 been a High School Teacher with the Telluride School District for the past eight years. I also serve as the Student Council Advisor, Cross Country Assistant Coach and Head Track Coach at the school. When not working I enjoy spending time with my family at their sporting events, traveling and reading.

Reasons for interest in
serving on this board

I would like to be a part of the board, helping to build
programing at the library and getting more people in the
community to use the resources available.

Email not displaying correctly? [View it in your browser.](#)



AGENDA ITEM - 5.b.

TITLE:

9:40 am Discussion on the proposed chain up stations in the County.

Presented by: Julie Constan, Tony Cady, Matt Muraro; CDOT

Time needed: 30 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
CDOT March 2020	4/15/2021
Lawson Hill HOA Comment letter	4/16/2021
HOA Comment Letter	4/16/2021



RECENTLY COMPLETED PROJECTS

SH 145 Passing Lanes at Deep Creek- 20600

Budget: \$6 Million

Funding Type: RPP, FSA, SUR, Structures

Awarded: Oldcastle SW Group, Inc.

The project was located on SH 145 between Deep Creek and Illium Road, approximate MP 72- 77. The work included the construction of an uphill passing lane with associated widening, improvements to the chain up area at the CDOT maintenance barn, drainage improvements, guardrail and new striping. A 10 x 6 box culvert was also installed to replace the existing corrugated metal pipes at Deep Creek. This project began on April 15 and was completed on November 20th.



UPCOMING PROJECTS

SH 141 & 145 Slickrock & Redvale to Naturita- 21162

Budget: \$16 million

Funding: Surface Treatment & Rural Roads Resurfacing

Awarded: Oldcastle SW Group, Inc.

This two-part project will take place on SH 141 from approximate MP 16.3 to 60.25, and SH 145 from approximate MP 108.5 to 112.5 in San Miguel County. The work on SH 141 will include a surface treatment of 1.5" top mat plus a 1" HMA leveling course and deep patches where needed. The work on SH 145 will include a 2.5 inch HMA level overlay. Safety improvements on both highways will also include shouldering work, guardrail replacement, center-line rumble strips and new pavement markings. This project is scheduled to begin on March 30th, 2020.

SH 145 MP 24.5 & 49.3, US 550 MP 90 Wall Repairs- 22145

Budget: \$1.5 million

Funding Type: Geohazard & Wall

Awarded: Oldcastle SW Group, Inc.

Micropile MSE Reinforced walls and rip rap installation will take place at 2 locations on SH 145, MP 24.5 and 49.3. This project will be combined with another wall repair project, US 550 Wall Repair MP 90.15 and 90.2. The work on US 550 will repair two retaining walls just south of the town of Ouray. At MP 90.15, there is a crib wall damaged. Work will include constructing a new crib wall. The second location, MP 90.2, is a damaged crib wall where the northern portion of the structure is failing around the cross culvert. Work will include constructing a new crib wall. Construction scheduled to begin in mid-April.



R5 Chain Station Improvements- 22809

Budget: \$1,300,000

Funding Type: Freight

Awarded: Morton Electric, Inc.

This project will include improvements to existing chain stations throughout Region 5. Chain stations include Red Mountain Pass, Monarch Pass, Poncha Pass, La Veta Pass, La Manga Pass and Lizard Head Pass. Improvements include new or updated lighting at each location. A new road closure gate will also be installed at the La Manga Pass location. This project will improve safety for truck drivers and motorists by giving trucks a safe location off the road with adequate lighting to put chains on during winter storms. Construction to begin on April 15th, 2020 with an anticipated completion date in late September 2020. Exact locations are below.

- Red Mountain Pass- US 550, MP 71.6
- Monarch Pass- US 50, MP 204.7
- Poncha Pass- US 285, MP 125.4
- Poncha Pass- US 285, MP 119.1
- La Veta Pass- US 160, MP 262.1
- Lizard Head Pass- SH 145, MP 54.9
- La Manga Pass- SH 17, MP 17.0

R5 FY19 Center Line Rumble Strips- 23146

Budget: \$1.2 million

Funding Type: HSIP, Safety

Awarded: Surface Preparation Technologies

This region wide safety project will take place in multiple counties within Region 5, focusing on high risk rural highways. Work will include grinding center line rumble strips and restriping the center line pavement markings with high build paint. This project is scheduled to begin in early May 2020 and should be complete in June 2020.

SH 145 Rockfall 28.1 to 28.5- 21786

Budget: \$360k

Funding Type: Geohazard & Wall

Ad Date: February 2020

This project will take place on SH 145 at approximate MPs 28.1 and 28.5 in Montezuma County. Work will include rockfall mitigation. A fiber optic line will be protected in place during the work. Construction on this project is scheduled to begin in April 2020.



SH 145 Keystone to Placerville Resurface & Debris- 23000

Budget: \$5 million

Funding Type: Surface Treatment, Geohazards

Awarded: Oldcastle SW Group, Inc.

This resurfacing project is located on SH 145 between approximate MPs 71.5 to 84, in San Miguel County. The work will be a combination of a 1-inch surface treatment with deep patches in more damaged areas, as well as debris flow mitigation and culvert improvements. Guardrail height will be adjusted and damaged guardrail will be replaced. For the debris flow mitigation, culverts at MP 77.11, 79.98 and 80.2 will be improved and drainage improvements will be put in place at the intersection of SH 145 and CR 58P. This project has been awarded and construction is scheduled to begin in June 2020.



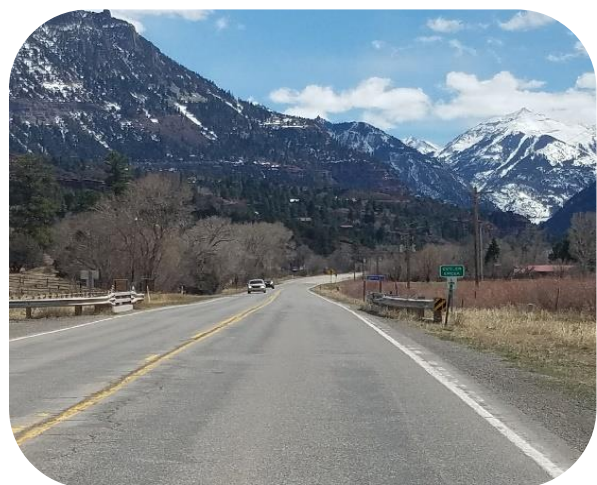
US 550 Ouray to Ridgway PCCP- 20121

Budget: \$ 7.5 million for Construction

Funding Type: SUR, RPP, FSA, HSIP

Ad Date: Fall 2020

The project is located on US 550 from Ouray to Ridgway, approximate MP 94-103.6. The scope of work includes a 10-mile stretch of HMA leveling course and overlay with a 2-mile section to include shoulder widening between MP 98 and 100. The tentative Ad date for this project is Winter of 2020 with construction planned for CY 2021.



SH 141 North of Naturita Rural Road Overlay- 23506

Budget: \$12 million
Funding Type: SUR/ SB-267
Ad Date: CY 2020

This project will be located on SH 141 in Montrose County. This surface treatment project will begin at MP 76, north of Naturita, and continue north to the county line at MP 96. This 20 mile overlay leveling course will greatly improve the condition of this section of highway. This project is being designed for Ad in CY 2020.

R5 FY 20 Chain Station Upgrades- 23280

Budget: \$5.1 million
Funding Type: Freight
Ad Date: January 2021

This project will include improvements to existing chain stations throughout Region 5. Chain stations include Cumbres Pass, Monarch Pass, La Veta Pass, Wolf Creek East, Lawson Hill and Lizard Head Pass. Work will include improved lighting and new pavement at each location. Other work will include lengthening and widening of the chain stations, as well as installation of road closure gates. Improvements will vary between locations. This project will improve safety for truck drivers and motorists by giving trucks a safe location off the road with adequate lighting to put chains on during winter storms. This project is scheduled for Ad in January 2021. Exact locations are below.

- Cumbres Pass- SH 17, MP 0.0
- Monarch Pass- US 50, MP 190.1
- Monarch Pass- US 50, MP 209.7
- Monarch Pass- US 50, MP 195.5
- Monarch Pass- US 50, MP 193.5
- La Veta Pass- US 160, MP 276.7
- Wolf Creek East- US 160, MP 176.6
- Lawson Hill- SH 145, MP 71.6
- Lizard Head Pass- SH 145, MP 68.9

US 550 Pacochupuk South Roadway Mobility & Safety Improvements- 23601

Budget: \$15.21 million
Funding Type: SUR/SB-267
Ad Date: September 2021

This project will take place on US 550 in Ouray County between approximate MP 106 and 114.5, just north of the Ridgway State Park entrance. The scope of work includes a leveling course- overlay as well as wildlife mitigation efforts at Alkali Creek. The entrance to Dutch Charlie will be restriped to include a right- turn deceleration lane and passing lanes will be added between Pacochupuk campground and the CR 8 intersection. This project is being designed for Ad in September 2021.

From Pam Hall, President of the Lawson Hill HOA:

Lawson Hill is a mixed-use community accessed from Highway 145, approximately 3 miles from Telluride, and just south of the roundabout. It has come to our attention that CDOT has been in the process of approving two new chain station areas along Highway 145. One is located at the top of Keystone Hill before the current Roundabout and the second across from the Ski Ranch entrance.

First, we would like to show our deep concern that we were never noticed of these proposed “chain stations” so we could give proper input. We have been denied any public process for what are significant impacts to our community.

Neither location is an area that should be used for trucks to chain up. The trucks should have already chained up before they travel east up Keystone Hill, not once they get to the top of the hill. The snow conditions on the hill are worse than at the top. Having a location further down valley in addition to one at the CDOT Deep Creek Maintenance Barn makes more sense. The lighting fixtures and the actual lights associated with these chain stations are very impactful to the scenic byway. The fixtures are large and very visible and the lighting, although called out as downlit, are so tall they do flood the surrounding area with bright light. These lights will impact the quality of life in our community. We maintain a dark sky and we require all of our residents and businesses to use low watt downlit bulbs to reduce the impacts. These lights will effectively ruin our night skies when in use.

The areas you have chosen are located in sensitive year-round wildlife Corridors. The entire Lawson Hill PUD is a wildlife corridor and is adjacent to Highway 145 and Keystone Hill. We witness animals traversing this corridor year-round.

Please reconsider these locations and work to create a solution that is smart and works for the surrounding community and the trucks. Encouraging the trucks to chain up before they approach the Keystone Hill and Lawson Hill would provide better safety for all.

**West Meadows Core Homeowners Association, Inc.
West Meadows North Homeowners Association, Inc.
West Meadows South Homeowners Association, Inc.**

April 15, 2021

Mike Bordogna
San Miguel County Manager

Mike

The respective Board's of Directors of the West Meadows Core Homeowners Association, Inc., a Colorado non-profit corporation (the "Core HOA"), the West Meadows North Homeowners Association, Inc., a Colorado non-profit corporation (the "North HOA") and the West Meadows South Homeowners Association, Inc., a Colorado non-profit corporation (the "South HOA") have received your notification about the new chain up stations being proposed by CDOT, including one station proposed to be located at the southerly access gate to West Meadows.

After reviewing the CDOT proposal, each of the West Meadows HOA's wish to go on record as opposing the chain up station proposed to be situated by our access as well as the location by Society Turn. We share the concerns as outlined in your update note to our members, including concerns about resulting light pollution to our community. We also question the wisdom and need for placing a chain up station by Society Turn and by West Meadows as trucks should have already chained up before attempting to climb Keystone Hill and continuing to climb up Lawson Hill. The logical and appropriate place for trucks to chain up is at the bottom of Keystone at the existing chain up station by the CDOT barn. If this facility is not currently adequate, CDOT should modify and upgrade this facility to assist the truck drivers in installing chains. For these reasons, it makes no sense to put chain up stations by Society Turn and West Meadows. We are also concerned about these facilities becoming an area for trucks to park overnight, with engines left idling. This is simply not a good idea and we ask that CDOT discontinue efforts to develop the Society Turn and West Meadows for a chain up station and place the facility at more logical locations.

We ask that you share this letter with the appropriate representatives of CDOT.

Please call our Property Manager Brian Wallin if you have questions for us. His number is (970)209-9736 and his email address is blwallin@gmail.com.

Very Truly Yours

West Meadows Core Homeowners Association, Inc.

By:  _____

West Meadows North Homeowners Association, Inc.

By:  _____

West Meadows South Homeowners Association, Inc.

By:  _____



AGENDA ITEM - 5.c.

TITLE:

10:10 am Consideration of Chair's signature on a resolution updating the Sheriff's office Civil Process fees./MOTION

Presented by: Amy Markwell, County Attorney, Kristi Covault, Civil Deputy

Time needed: 10 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

Motion to approve Resolution #2021-13 Concerning Fees Charged by the San Miguel County Sheriff's Office Relating to the Service of Process

INTRODUCTION/BACKGROUND:

The Colorado Revised Statutes set forth the maximum amount of fees and mileage reimbursement rates that the Sheriff's

Office can charge when serving subpoenas and other process documents for civil and criminal cases.

The last time the BOCC approved these fees/mileage reimbursement rates was in 2010.

While the statutory maximum fees have not changed, the IRS's mileage reimbursement rate has. Thus,

there was a need to update

Resolution #2010-31 accordingly.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

BOCC Resolution 2021-13 Final Zone Milege

Upload Date

4/14/2021

BOCC Res 2021-13 Civil Fees Breakdown	4/14/2021
BOCC Resolution 2021-13 Service of Process Fees	4/14/2021
BOCC Res 2021-13 Process Fees	4/14/2021
Email chain Markwell/ Covault	4/14/2021

“Appendix A”

“Zone Based” mileage fees for the service of civil process by Sheriff’s deputies are based on round trip mileage from the San Miguel Sheriff’s Office located at 684 CR 63L Rd. Telluride to a point in each of the Sheriff’s Office patrol zones. It is then rounded to the nearest mile (see calculations below).

The fee assessed will be calculated based upon a round trip mileage established for the address where the paper is to be served in the applicable patrol zone, multiplied by the current mileage rate set pursuant to § 30-11-107(1)(t), C.R.S. as amended. This is regardless of the number of attempts made, or the actual number of miles traveled by the deputy in effecting service per operational period, for that day. It is the customer’s responsibility to inform the Sheriff’s Office Civil Section of the number of days to be attempted for each paper to be served.

<i>San Miguel Sheriff Civil Zones and Mileage Fees- adopted April 22,2021</i>	
Area Zones reflect main towns and surrounding side county roads.	Mileage @ \$.53/Mile criminal or .56/ civil service. Figures reflect round trip
Zone 1 Telluride, Mountain Village, Ski Ranches, Sawpit, Placerville 149.3 sq miles. Mile marker= (mm) 65-83 Hwy 145	20 miles = \$11.20 Civil 20 miles = \$10.60 Criminal
Zone 2 Ophir, Alta Lakes, Browns Ranch, Telluride Pines, Ski Dallas, Hasting Mesa 239.9 sq miles; mm 83.1-92 & 64-60 Hwy 145, mm 0-13 Hwy 62	30 miles = \$16.80 Civil 30 miles = \$15.90 Criminal
Zone 3 Norwood, Gurley Ranches, Miramonte area 288.4 sq miles; mm 92.1-103 Hwy 145	60 miles = \$33.60 Civil 60 miles = \$31.80 Criminal
Zone 4 Basin, Disappointment Valley, Slickrock, Egnar 602.4 sq miles; mm 51-7 Hwy 145	200 miles = \$112.00 Civil 200 miles = \$106.00 Criminal

Civil Fees for Service

Listed below is the fee structure for Civil Process under §30-1-104, in accordance with House Bill 10-1057, approved August 11, 2010. San Miguel County Board of Commissioners approved under resolution number 2021-13, on April 21, 2021. non expiring.

Fees for Service - (Effective April 22, 2021)

Mileage fee \$.53 a mile for criminal services \$.56 a mile for civil services	
For serving and returning a summons or other writ of process in a criminal action not specified in this section, with or without complaint attached, on each party served, in counties of every class;	\$15.00
For serving and returning a summons or other writ of process in other than a criminal action not specified in this section, with or without complaint attached, on each party served;	\$35.00
For making a return on a summons in a criminal action not served,	\$5.00
For making a return on a summons in other than a criminal action not served, for each party;	\$20.00
For serving and returning each subpoena in a criminal action on each witness;	\$7.50
For serving and returning each subpoena in other than a criminal action on each witness;	\$60.00
For making return on a subpoena in a criminal action not served;	\$5.00
For making return on a subpoena in other than a criminal action not served;	\$20.00
For serving each juror;	\$10.00
For serving and returning writ of attachment or replevin on each party, in counties of every class, mileage as described in Section III.B of this resolution and actual expenses;	\$Actual .50mile
For serving garnishee summons on each party;	\$20.00
In making demand for payment on executions when payment is not made;	\$1.00
For levying execution or writ of attachment , besides actual custodial and transportation costs necessarily incurred in counties of every class, mileage as described in Section III.B. of this resolution and actual expenses;	\$Actual
For levying writ of replevin , besides actual custodial and transportation costs necessarily incurred in counties of every class, mileage as described in Section III.B. of this resolution and actual expenses;	\$Actual
No custodian shall be appointed by the sheriff to take custody of goods by him or her attached, nor shall any deputy be placed in charge thereof, unless the plaintiff or his or her attorney shall request the appointment of such custodian in writing; such custodian or deputy shall received twelve dollars(\$12.00) per diem of twelve hours or fraction thereof, which shall be taxed as costs in the case;	\$12.00
For making and filing for record a certificate of levy on attachment or other cases, in counties of every class, actual expenses;	\$30.00

For committing and discharging convicted prisoners to and from the county jail, in counties of very class, a reasonable fee, not to exceed thirty dollars (\$30.00), which fee shall be collected directly from prisoners at the time of commitment, but shall be refunded to any prisoner who is not convicted;	\$30.00
For serving writ with aid of posse Comitatus with actual expenses necessarily incurred in executing said writ, in counties of every class, actual expenses, but not more than sixty dollars (\$60.00); for serving same without aid in counties of every class, actual expenses, but not more than four dollars (\$4.00);	\$60.00
For attending before any judge , court not being in session, with prisoners with writ of habeas corpus for each day of twelve hours or fraction thereof;	\$12.00
For attending courts of record when in session, per diem of twelve hours or fraction thereof; in counties of every class, twelve dollars (\$12.00); but the attendance upon the county court shall be certified by the judge of said court at the close of each month;	\$12.00
For advertising property for sale, besides the actual cost of the advertising, in counties of every class, actual expenses;	\$30.00
For making certificates of sale previous to execution of deed, or on sales of personal property, in counties of every class, actual expenses;	\$30.00
For executing and acknowledging deed of sale of real estate, in counties of every class, actual expenses;	\$40.00
For taking, approving, and returning bond in any case, in counties of every;	\$10.00
For executing capias or warrant in criminal cases, on each prisoner named therein;	\$2.00
For transporting insane or other prisoners , besides the actual expenses necessarily incurred, in counties of every class, not less than twelve cents per mile nor more than the maximum mileage allowance provided for state officers and employees under § 24-9-104, C.R.S., as determined by resolution of the board of county commissioners of each county or as proved by the charter of home rule county, and for the service of mittimus other process order, whether written or otherwise, in transporting prisoners, in counties of very class, not less than twelve centers per mile nor more than the maximum mileage allowance provided for state officers and employees under §24-9-104, C.R.S., as determined by resolution of the board of county commissioners of each county; except that such mileage shall be only by one officer and no mileage shall be charged upon the guards attending the officer in charge of the prisoner shall receive, besides the expenses necessarily incurred, the sum of twelve dollars (\$12.00) per diem of twelve hours, or fraction thereof, to be paid out of the county treasury;	\$12 plus mileage
For his or her services in sales of real estate on an execution or decree, order of court, or other court process, besides actual expenses, in counties of every class on all bids under three thousand dollars (\$3,000.00) twenty dollars (\$20.00); and on all sums bid over three thousand dollars (\$3,000.00), one percent; but such commission shall in no case exceed the sum of one hundred dollars (\$100.00);	\$100.00

For money collected by sale of personal property , in counties of every class, on all sums bid under five hundred dollars (\$500.00) five percent; on all sums bid over five hundred dollars (\$500.00) five percent; on all sums bid over five hundred dollars (\$500.00) and under one thousand dollars (\$1,000.00), six percent; and on all sums bid over one thousand dollars (\$1,000.00), seven percent; but no fee shall be charged for an auctioneer or other person for making sales of personal property; and in no case shall such commission exceed the sum of one hundred dollars (\$100.00);	Percentage
For money collected or settlements made without sale, after writ of execution, attachment, or replevin has been placed in his/her hands, and levy or demand for payment has been made on the proper party, on all amounts under five hundred dollars (\$500.00), three percent; on all amounts over five hundred dollars (\$500.00) and under one thousand dollars (\$1,000.00), two percent; on all amounts over one thousand (\$1,000.00), one and one-half percent; but the fee in no case shall exceed the sum of one hundred fifty dollars (\$150.00); and the plaintiff or any person making any settlement shall be liable to the sheriff for such fees;	Percentage
For pursuing and capturing or pursuit without capture, each prisoner charged with the commission of any crime denominated a felony, beyond the limits of the county, all necessary expenses of such pursuit, upon a verified, itemized account being presented for the same together with twelve dollars (\$12.00) per diem of twelve hours for the time occupied in such pursuit;	\$12.00
For serving and returning writ of ne exeat or body attachment, in counties of every class, actual expenses	\$20.00
For serving copy of execution when making levy on shares of stock under execution, on each party served, in counties of every class, actual expenses;	\$60.00
For making certificates of levy on shares, or otherwise, in counties of every class, actual expenses;	\$30.00
For making return of execution , in counties of every class, actual expenses;	\$60.00
For executing certificate of redemption , in counties of every class, actual expenses;	\$30.00
For service and execution of any writ of restitution or order of possession of premises, besides actual transportation costs necessarily incurred in counties of every class, actual expenses not to exceed two hundred dollars (\$200.00), except that a Sheriff may charge for actual expenses in excess of two hundred dollars if the work performed exceeds two hours in duration. A Sheriff may charge a fee under this paragraph (36) after the sheriff has provided a detailed accounting of his or her actual expenses to the person requesting such service. Actual transportation costs assessed pursuant to this paragraph shall only be charged once per location for each service or execution;	\$200.00 Actual Expenses
Pursuant to § 30-1-104(2) C.R.S., as amended, " actual expenses " means those personnel and processing costs incurred in typing, processing, filing, and serving said process papers but does not include mileage	Actual
Notary on all services unless specified	Per Service \$2.00

**RESOLUTION CONCERNING FEES CHARGED BY THE SAN MIGUEL COUNTY
SHERIFF'S OFFICE RELATING TO THE SERVICE OF PROCESS**

RESOLUTION # 2021 - 13

WHEREAS, the Colorado Legislature enacted certain amendments to C.R.S. §§ 30-1-104, 30-1-105, 30-1-105.5, 30-1-106, 30-1-107 and 30-1-116, in House Bill 10-1057, effective August 11, 2010, concerning certain fees collected by sheriffs in civil actions and the authorized mileage rate; and

WHEREAS, the fees set forth in this Resolution will supersede and rescind the fees which the Sheriff's Office is authorized to charge to include Resolution #2010-31, except that the fees in effect for the Sheriff's Office services provided herein to San Miguel County government offices and agencies which are funded wholly or in part by San Miguel County shall be charged as set forth in Section II, below.

NOW THEREFORE, BE IT RESOLVED in accordance with the provisions of C.R.S. §§ 30-1-104, 30-1-105, 30-1-105.5, 30-1-106, 30-1-107 and 30-1-116, as amended, fees collected by the sheriff or his/her designated representatives, for serving and returning various writs and processes and performing other duties under state law shall be fixed as follows:

I. FEES:

- (1) For serving and returning a summons or other writ of process in a criminal action not specified in this section, with or without complaint attached, on each party served, in counties of every class, actual expenses, but not more than fifteen dollars (\$15.00).
- (2) For serving and returning a summons or other writ of process in other than a criminal action not specified in this section, with or without complaint attached, on each party served, actual expenses not to exceed thirty-five dollars (\$35.00).
- (3) For making a return on a summons in a criminal action not served, five dollars (\$5.00).
- (4) For making a return on a summons in other than a criminal action not served, for each party, twenty dollars; (\$20.00).
- (5) For serving and returning each subpoena in a criminal action on each witness, seven dollars and fifty cents (\$7.50).
- (6) For serving and returning each subpoena in other than a criminal action on each witness; sixty dollars (\$60.00).

- (7) For making return on a subpoena in a criminal action not served, five dollars (\$5.00).
- (8) For making return on a subpoena in other than a criminal action not served, twenty dollars (\$20.00).
- (9) For serving each juror, ten dollars (\$10.00).
- (10) For serving and returning writ of attachment or replevin on each party, in counties of every class, mileage, as described in Section III.B. herein, and actual expenses.
- (11) For serving garnishee summons on each party, twenty dollars (\$20.00).
- (12) In making demand for payment on executions when payment is not made, one dollar (\$1.00).
- (13) For levying execution or writ of attachment, besides actual custodial and transportation costs necessarily incurred in counties of every class, mileage as described in Section III.B. of this resolution and actual expenses.
- (14) For levying writ of replevin, besides actual custodial and transportation costs necessarily incurred in counties of every class, mileage, as described in Section III.B herein, and actual expenses;
- (15) No custodian shall be appointed by the sheriff to take custody of goods by him or her attached, nor shall any deputy be placed in charge thereof, unless the plaintiff or his or her attorney shall request the appointment of such custodian in writing; such custodian or deputy shall receive twelve dollars (\$12.00) per diem of twelve hours or fraction thereof, which shall be taxed as costs in the case.
- (16) For making and filing for record a certificate of levy on attachment or other cases, in counties of every class, actual expenses, but not more than thirty dollars (\$30.00).
- (17) For committing and discharging convicted prisoners to and from the county jail, in counties of every class, a reasonable fee, not to exceed thirty dollars (\$30.00), which fee shall be collected directly from prisoners at the time of commitment, but shall be refunded to any prisoner who is not convicted.
- (18) For serving writ with aid of posse Comitatus with actual expenses necessarily incurred in executing said writ, in counties of every class, actual expenses, but not more than sixty dollars (\$60.00); for serving same without aid in counties of every class, actual expenses, but not more than four dollars (\$4.00).

- (19) For attending before any judge, court not being in session, with prisoners with writ of habeas corpus for each day of twelve hours or fraction thereof, twelve dollars (\$12.00).
- (20) For attending courts of record when in session, per diem of twelve hours, or fraction thereof, in counties of every class, twelve dollars (\$12.00); but the attendance upon the county court shall be certified by the judge of said court at the close of each month.
- (21) For advertising property for sale, besides the actual cost of the advertising, in counties of every class, actual expenses, but not more than thirty dollars (\$30.00).
- (22) For making certificates of sale previous to execution of deed, or on sales of personal property, in counties of every class, actual expenses, but not more than thirty dollars (\$30.00);
- (23) For executing and acknowledging deed of sale of real estate, in counties of every class, actual expenses, but not more than forty dollars (\$40.00).
- (24) For taking, approving, and returning bond in any case, in counties of every class, a reasonable fee, not to exceed ten dollars (\$10.00).
- (25) For executing capias or warrant in criminal cases, on each prisoner named therein, in counties of every class, two dollars (\$2.00).
- (26) For transporting insane or other prisoners, besides the actual expenses necessarily incurred, in counties of every class, not less than twelve cents per mile nor more than the maximum mileage allowance provided for state officers and employees under § 24-9-104, C.R.S., as determined by resolution of the board of county commissioners of each county or as provided by the charter of a home rule county, and for the service of mittimus or other process order, whether written or otherwise, in transporting prisoners, in counties of every class, not less than twelve cents per mile nor more than the maximum mileage allowance provided for state officers and employees under § 24-9-104, C.R.S., as determined by resolution of the board of county commissioners of each county or as provided by the charter of a home rule county; except that such mileage shall be only by one officer and no mileage shall be charged upon the guards attending the officer in charge of custody of the prisoner and further except that the guards attending the officer in charge of the prisoner shall receive, besides the expenses necessarily incurred, the sum of twelve dollars (\$12.00) per diem of twelve hours, or fraction thereof, to be paid out of the county treasury.
- (27) For his or her services in sales of real estate on an execution or decree, order of court, or other court process, besides actual expenses, in counties of every class on all bids under three thousand dollars (\$3,000.00) twenty dollars (\$20.00); and

on all sums bid over three thousand dollars (\$3,000.00), one percent; but such commission shall in no case exceed the sum of one hundred dollars (\$100.00).

- (28) For money collected by sale of personal property, in counties of every class, on all sums bid under five hundred dollars (\$500.00) five percent; on all sums bid over five hundred dollars (\$500.00) five percent; on all sums bid over five hundred dollars (\$500.00) and under one thousand dollars (\$1,000.00), six percent; and on all sums bid over one thousand dollars (\$1,000.00), seven percent; but no fee shall be charged for an auctioneer or other person for making sales of personal property; and in no case shall such commission exceed the sum of one hundred dollars (\$100.00).
- (29) For money collected or settlements made without sale, after writ of execution, attachment, or replevin has been placed in his/her hands, and levy or demand for payment has been made on the proper party, on all amounts under five hundred dollars (\$500.00), three percent; on all amounts over five hundred dollars (\$500.00) and under one thousand dollars (\$1,000.00), two percent; on all amounts over one thousand (\$1,000.00), one and one-half percent; but the fee in no case shall exceed the sum of one hundred fifty dollars (\$150.00); and the plaintiff or any person making any settlement shall be liable to the sheriff for such fees.
- (30) For pursuing and capturing or pursuit without capture, each prisoner charged with the commission of any crime denominated a felony, beyond the limits of the county, all necessary expenses of such pursuit, upon a verified, itemized account being presented for the same together with twelve dollars (\$12.00) per diem of twelve hours for the time occupied in such pursuit.
- (31) For serving and returning writ of ne exeat or body attachment, in counties of every class, actual expenses, but not more than twenty dollars (\$20.00).
- (32) For serving copy of execution when making levy on shares of stock under execution, on each party served, in counties of every class, actual expenses, but not more than sixty dollars (\$60.00).
- (33) For making certificates of levy on shares, or otherwise, in counties of every class, actual expenses, but not more than thirty dollars (\$30.00).
- (34) For making return on execution, in counties of every class, actual expenses, but not more than sixty dollars (\$60.00).
- (35) For executing certificate of redemption, in counties of every class, actual expenses, but not more than thirty dollars (\$30.00).
- (36) For service and execution of any writ of restitution or order of possession of premises, besides actual transportation costs necessarily incurred in counties of

every class, actual expenses not to exceed two hundred dollars (\$200.00), except that a Sheriff may charge for actual expenses in excess of two hundred dollars if the work performed exceeds two hours in duration. A Sheriff may charge a fee under this paragraph (36) after the sheriff has provided a detailed accounting of his or her actual expenses to the person requesting such service. Actual transportation costs assessed pursuant to this paragraph shall only be charged once per location for each service or execution.

- (37) "Actual Expenses". "Actual expenses" means those personnel and processing costs incurred in typing, processing, filing, and serving said process papers but does not include mileage.

II. FEES CHARGED TO SAN MIGUEL COUNTY GOVERNMENT OFFICES AND AGENCIES TO INCLUDE THE OFFICE OF THE DISTRICT ATTORNEY

Sheriff's Office services provided herein to San Miguel County government offices and agencies, to include the Office of the District Attorney, which are funded wholly or in part by San Miguel County shall be charged as set forth below:

- (1) For serving and returning a summons or other writ of process in a criminal action not specified in this section, with or without complaint attached, on each party served, in counties of every class, actual expenses, but not more than fifteen dollars (\$15.00).
- (2) For serving and returning a summons or other writ of process in other than a criminal action not specified in this section, with or without complaint attached, on each party served, actual expenses not to exceed fifteen dollars (\$15.00).
- (3) For making a return on a summons in a criminal action not served, five dollars (\$5.00).
- (4) For making a return on a summons in other than a criminal action not served, five dollars; (\$5.00).
- (5) For serving and returning each subpoena in a criminal action on each witness, seven dollars and fifty cents (\$7.50).
- (6) For serving and returning each subpoena in other than a criminal action on each witness; seven dollars and fifty cents (\$7.50).
- (7) For making return on a subpoena in a criminal action not served, five dollars (\$5.00).
- (8) For making return on a subpoena in other than a criminal action not served, five dollars (\$5.00).

- (9) Mileage for each mile actually and necessarily travelled in serving each writ, subpoena or other process in a criminal action or an action other than a criminal action for Sheriff's Office services provided herein to San Miguel County government offices and agencies, to include the Office of the District Attorney, which are funded wholly or in part by San Miguel County up to the IRS' mileage allowance for business travel which amount shall be determined yearly and posted in a location accessible to the public.

III. MILEAGE

A. Criminal Actions:

Mileage for each mile actually and necessarily traveled in serving each writ, subpoena or other process in a criminal action, up to ninety-five percent (95%) of the IRS' mileage allowance for business travel which amount shall be determined yearly and posted in a location accessible to the public.

B. An Action Other Than a Criminal Action:

The San Miguel County Sheriff has established a zone- or zip code-based mileage fee structure. The zone- or zip code-based mileage fee structure shall establish a single mileage fee for the service of any writ, subpoena, or other process in an action, other than a criminal action, in each separate zone or zip code, as applicable, in San Miguel County. The applicable single mileage fee for a zone or zip code shall be charged for all papers served in the zone or zip code regardless of the number of attempts or actual mileage traveled by a sheriff within the zone or zip code during a sheriff's operational period. The zone- or zip code-based mileage fee structure is set forth in Appendix "A". The single mileage fees for each zone or zip code in San Miguel County as set forth in Appendix "A" are hereby set by resolution and approved by the Board of County Commissioners. The Sheriff's Office will post Appendix "A" in a location accessible to the public.

IV. TWO OR MORE PAPERS SERVED ON THE SAME PERSON OR DIFFERENT PERSONS AT THE SAME TIME AND PLACE IN SAME ACTION

In situations when two or more papers are served on the same person or different persons at the same time and place and in the same action, the Sheriff shall charge the highest individual fee allowable pursuant to C.R.S. § 30-1-104 for the first process and an additional ten dollars (\$10.00) for each subsequent process served. The Sheriff shall charge the single zone mileage based fee for the first process.

V. BILLING ACCOUNTS:

The San Miguel County Sheriff's Office has the authority to establish billing accounts for licensed attorneys and licensed collection agencies that have a principle office located in the state of Colorado. The Sheriff's Office Civil Section has the authority to develop

standardized procedures for billing the accounts authorized herein, including the ability to suspend the billing privileges of any entity for nonpayment of a fee upon demand or other good cause shown.

This resolution shall take effect April 22, 2021.

DONE AND APPROVED IN SAN MIGUEL COUNTY, COLORADO, this 21st day of April 2021.

**SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

By: _____
Lance Waring, Chair

Vote:	Hilary Cooper	Aye	Nay	Abstain	Absent
	Kris Holstrom	Aye	Nay	Abstain	Absent
	Lance Waring	Aye	Nay	Abstain	Absent

ATTEST:

By: _____
Carmen Warfield, Chief Deputy Clerk

**RESOLUTION OF THE BOARD OF COMMISSIONERS, SAN MIGUEL COUNTY, COLORADO
CONCERNING FEES CHARGED BY THE SAN MIGUEL COUNTY SHERIFF'S OFFICE RELATING TO THE
SERVICE OF PROCESS PURSUANT TO 2010 AMENDMENTS TO § 30-1-104, 30-1-105.5, 30-1-106, 30-1-
107, AND 30-1-116, C.R.S. (HOUSE BILL 10-1057)**

Resolution #2010- 31

WHEREAS, the fees set forth in this Resolution will supersede and rescind the fees which the Sheriff's Office is authorized to charge, except that the fees in effect for the Sheriff's Office services provided herein to San Miguel County government offices and agencies which are funded wholly or in part by San Miguel County shall be charged as set forth in Section II, below; and

WHEREAS, the Colorado Legislature enacted certain amendments to §§ 30-1-104, 30-1-105, 30-1-105.5, 30-1-106, 30-1-107 and 30-1-116, C.R.S. in House Bill 10-1057, effective August 11, 2010, concerning certain fees collected by Sheriffs in civil actions and the authorized mileage rate ; and

WHEREAS, House Bill 10-1057 authorizes a Sheriff to establish a zone- or zip code-based mileage fee structure to be set by resolution of a Board of County Commissioners for the County and posted pursuant to § 30-1-108, C.R.S.

WHEREAS, the Board of Commissioners of San Miguel County, Colorado, considered this resolution at a public meeting in Telluride, Colorado on October 6, 2010.

NOW THEREFORE, BE IT RESOLVED; In accordance with the provisions of §§ 30-1-104, 105.5, 106 and 116 C.R.S., as amended, fees collected by the Sheriff or his/her designated representatives, for serving and returning various writs and processes and performing other duties under state law shall be fixed as follows:

I. FEES:

- (1) For serving and returning a summons or other writ of process in a criminal action not specified in this section, with or without complaint attached, on each party served, in counties of every class, actual expenses, but not more than fifteen dollars (\$15.00).
- (2) For serving and returning a summons or other writ of process in other than a criminal action not specified in this section, with or without complaint attached, on each party served, actual expenses not to exceed thirty-five dollars (\$35.00).
- (3) For making a return on a summons in a criminal action not served, five dollars (\$5.00).
- (4) For making a return on a summons in other than a criminal action not served, for each party, twenty dollars; (\$20.00).

- (5) For serving and returning each subpoena in a criminal action on each witness, seven dollars and fifty cents (\$7.50).
- (6) For serving and returning each subpoena in other than a criminal action on each witness; sixty dollars (\$60.00).
- (7) For making return on a subpoena in a criminal action not served, five dollars (\$5.00).
- (8) For making return on a subpoena in other than a criminal action not served, twenty dollars (\$20.00).
- (9) For serving each juror, ten dollars (\$10.00).
- (10) For serving and returning writ of attachment or replevin on each party, in counties of every class, mileage, as described in Section III.B. herein, and actual expenses.
- (11) For serving garnishee summons on each party, twenty dollars (\$20.00).
- (12) In making demand for payment on executions when payment is not made, one dollar (\$1.00).
- (13) For levying execution or writ of attachment, besides actual custodial and transportation costs necessarily incurred in counties of every class, mileage as described in Section III.B. of this resolution and actual expenses.
- (14) For levying writ of replevin, besides actual custodial and transportation costs necessarily incurred in counties of every class, mileage, as described in Section III.B herein, and actual expenses;
- (15) No custodian shall be appointed by the Sheriff to take custody of goods by him or her attached, nor shall any deputy be placed in charge thereof, unless the plaintiff or his or her attorney shall request the appointment of such custodian in writing; such custodian or deputy shall receive twelve dollars (\$12.00) per diem of twelve hours or fraction thereof, which shall be taxed as costs in the case.
- (16) For making and filing for record a certificate of levy on attachment or other cases, in counties of every class, actual expenses, but not more than thirty dollars (\$30.00).
- (17) For committing and discharging convicted prisoners to and from the county jail, in counties of every class, a reasonable fee, not to exceed thirty dollars (\$30.00).

- (18) For serving writ with aid of posse Comitatus with actual expenses necessarily incurred in executing said writ, in counties of every class, actual expenses, but not more than sixty dollars (\$60.00); for serving same without aid in counties of every class, actual expenses, but not more than four dollars (\$4.00).
- (19) For attending before any judge, court not being in session, with prisoners with writ of habeas corpus for each day of twelve hours or fraction thereof, twelve dollars (\$12.00).
- (20) For attending courts of record when in session, per diem of twelve hours, or fraction thereof, in counties of every class, twelve dollars (\$12.00); but the attendance upon the county court shall be certified by the judge of said court at the close of each month.
- (21) For advertising property for sale, besides the actual cost of the advertising, in counties of every class, actual expenses, but not more than thirty dollars (\$30.00).
- (22) For making certificates of sale previous to execution of deed, or on sales of personal property, in counties of every class, actual expenses, but not more than thirty dollars (\$30.00);
- (23) For executing and acknowledging deed of sale of real estate, in counties of every class, actual expenses, but not more than forty dollars (\$40.00).
- (24) For taking, approving, and returning bond in any case, in counties of every class, a reasonable fee, not to exceed ten dollars (\$10.00).
- (25) For transporting insane or other prisoners, besides the actual expenses necessarily incurred, in counties of every class, not less than twelve cents per mile nor more than the maximum mileage allowance provided for state officers and employees under § 24-9-104, C.R.S., as determined by resolution of the board of county commissioners of each county or as provided by the charter of a home rule county, and for the service of mittimus or other process order, whether written or otherwise, in transporting prisoners, in counties of every class, not less than twelve cents per mile nor more than the maximum mileage allowance provided for state officers and employees under § 24-9-104, C.R.S., as determined by resolution of the board of county commissioners of each county or as provided by the charter of a home rule county; except that such mileage shall be only by one officer and no mileage shall be charged upon the guards attending the officer in charge of custody of the prisoner and further except that the guards attending the officer in charge of the prisoner shall receive, besides the expenses necessarily incurred, the sum of twelve dollars (\$12.00) per diem of twelve hours, or fraction thereof, to be paid out of the county treasury.

- (26) For his or her services in sales of real estate on an execution or decree, order of court, or other court process, besides actual expenses, in counties of every class on all bids under three thousand dollars (\$3,000.00) twenty dollars (\$20.00); and on all sums bid over three thousand dollars (\$3,000.00), one percent; but such commission shall in no case exceed the sum of one hundred dollars (\$100.00).
- (27) For money collected by sale of personal property, in counties of every class, on all sums bid under five hundred dollars (\$500.00) five percent; on all sums bid over five hundred dollars (\$500.00) five percent; on all sums bid over five hundred dollars (\$500.00) and under one thousand dollars (\$1,000.00), six percent; and on all sums bid over one thousand dollars (\$1,000.00), seven percent; but no fee shall be charged for an auctioneer or other person for making sales of personal property; and in no case shall such commission exceed the sum of one hundred dollars (\$100.00).
- (28) For money collected or settlements made without sale, after writ of execution, attachment, or replevin has been placed in his/her hands, and levy or demand for payment has been made on the proper party, on all amounts under five hundred dollars (\$500.00), three percent; on all amounts over five hundred dollars (\$500.00) and under one thousand dollars (\$1,000.00), two percent; on all amounts over one thousand (\$1,000.00), one and one-half percent; but the fee in no case shall exceed the sum of one hundred fifty dollars (\$150.00); and the plaintiff or any person making any settlement shall be liable to the Sheriff for such fees.
- (29) For pursuing and capturing or pursuit without capture, each prisoner charged with the commission of any crime denominated a felony, beyond the limits of the county, all necessary expenses of such pursuit, upon a verified, itemized account being presented for the same together with twelve dollars (\$12.00) per diem of twelve hours for the time occupied in such pursuit.
- (30) For serving and returning writ of ne exeat or body attachment, in counties of every class, actual expenses, but not more than twenty dollars (\$20.00).
- (31) For serving copy of execution when making levy on shares of stock under execution, on each party served, in counties of every class, actual expenses, but not more than sixty dollars (\$60.00).
- (32) For making certificates of levy on shares, or otherwise, in counties of every class, actual expenses, but not more than thirty dollars (\$30.00).
- (33) For making return on execution, in counties of every class, actual expenses, but not more than sixty dollars (\$60.00).

- (34) For executing certificate of redemption, in counties of every class, actual expenses, but not more than thirty dollars (\$30.00).
- (35) For service and execution of any writ of restitution or order of possession of premises, besides actual transportation costs necessarily incurred in counties of every class, actual expenses not to exceed two hundred dollars (\$200.00), except that a Sheriff may charge for actual expenses in excess of two hundred dollars if the work performed exceeds two hours in duration. A Sheriff may charge a fee under this paragraph (36) after the Sheriff has provided a detailed accounting of his or her actual expenses to the person requesting such service. Actual transportation costs assessed pursuant to this paragraph shall only be charged once per location for each service or execution.
- (36) Actual Expenses:
Pursuant to § 30-1-104(2) C.R.S., as amended, "actual expenses" means those personnel and processing costs incurred in typing, processing, filing, and serving said process papers but does not include mileage.

II. FEES CHARGED TO SAN MIGUEL COUNTY GOVERNMENT OFFICES AND AGENCIES

Sheriff's Office services provided herein to San Miguel County government offices and agencies which are funded wholly or in part by San Miguel County shall be charged as set forth below:

- (1) For serving and returning a summons or other writ of process in a criminal action not specified in this section, with or without complaint attached, on each party served, in counties of every class, actual expenses, but not more than fifteen dollars (\$15.00).
- (2) For serving and returning a summons or other writ of process in other than a criminal action not specified in this section, with or without complaint attached, on each party served, actual expenses not to exceed fifteen dollars (\$15.00).
- (3) For making a return on a summons in a criminal action not served, five dollars (\$5.00).
- (4) For making a return on a summons in other than a criminal action not served, five dollars (\$5.00).
- (5) For serving and returning each subpoena in a criminal action on each witness, seven dollars and fifty cents (\$7.50).
- (6) For serving and returning each subpoena in other than a criminal action on each witness; seven dollars and fifty cents (\$7.50).
- (7) For making return on a subpoena in a criminal action not served, five dollars (\$5.00).
- (8) For making return on a subpoena in other than a criminal action not served, five dollars (\$5.00).

- (9) Mileage for each mile actually and necessarily traveled in serving each writ, subpoena or other process in a criminal action or an action other than a criminal action for Sheriff's Office services provided herein to San Miguel County government offices and agencies which are funded wholly or in part by San Miguel County, twenty cents (\$.20).

III. MILEAGE

A. Criminal Actions:

Mileage for each mile actually and necessarily traveled in serving each writ, subpoena or other process in a criminal action, twenty cents (\$.20)

B. An Action Other Than a Criminal Action:

Mileage shall be charged at the mileage rate authorized for County officials and employees pursuant to § 30-11-107(1)(t), C.R.S. as amended, for each mile actually and necessarily traveled in serving each writ, subpoena, or other process in an action other than a criminal action. The Sheriff's Office will post the current mileage rate set by the Board of County Commissioners pursuant to § 30-11-107(1)(t), C.R.S. as amended, in a location accessible to the public pursuant to § 30-1-108, C.R.S., as amended.

The San Miguel County Sheriff may establish a zone- or zip code-based mileage fee structure. The zone- or zip code-based mileage fee structure shall establish a single mileage fee for the service of any writ, subpoena, or other process in an action, other than a criminal action, in each separate zone or zip code, as applicable, in San Miguel County. The applicable single mileage fee for a zone or zip code shall be charged for all papers served in the zone or zip code regardless of the number of attempts or actual mileage traveled by a Sheriff within the zone or zip code during a Sheriff's operational period. The San Miguel County Sheriff's Office has established a zone- or zip code-based mileage fee structure as set forth in Appendix "A". The single mileage fees for each zone or zip code in San Miguel County as set forth in Appendix "A" are hereby set by resolution and approved by the Board of County Commissioners. The Sheriff's Office will post Appendix "A" in a location accessible to the public pursuant to § 30-1-108, C.R.S., as amended.

IV. TWO OR MORE PAPERS SERVED ON THE SAME PERSON OR DIFFERENT PERSONS AT THE SAME TIME AND PLACE IN SAME ACTION

Pursuant to § 30-1-105.5, C.R.S., as amended, in situations when two or more papers are served on the same person or different persons at the same time and place and in the same action, the Sheriff shall charge the highest individual fee allowable pursuant to § 30-1-104, C.R.S. for the first process and an additional ten dollars (\$10.00) for each subsequent process served. The Sheriff shall charge the single zone mileage based fee for the first process.

V. BILLING ACCOUNTS:

Pursuant to § 30-1-106(2) and (3), C.R.S., as amended, the San Miguel County Sheriff's Office has the authority to establish billing accounts for licensed attorneys and licensed collection agencies that have a principle office located in the state of Colorado. The Sheriff's Office Civil Section has the authority to develop standardized procedures for billing the accounts authorized herein, including the ability to suspend the billing privileges of any entity for nonpayment of a fee upon demand or other good cause shown.

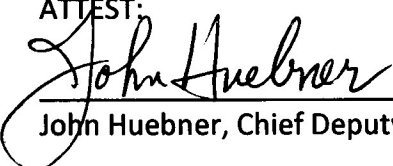
DONE AND APPROVED this 6 day of October 2010.

**SAN MIGUEL COUNTY, COLORADO
BOARD OF COMMISSIONERS**

By: 
Art Goodtimes, Chair

Vote:	Art Goodtimes	<input checked="" type="radio"/> Aye	Nay	Abstain	Absent
	Elaine Fischer	<input checked="" type="radio"/> Aye	Nay	Abstain	Absent
	Joan May	<input checked="" type="radio"/> Aye	Nay	Abstain	Absent

ATTEST:


John Huebner, Chief Deputy Clerk



“Appendix A”

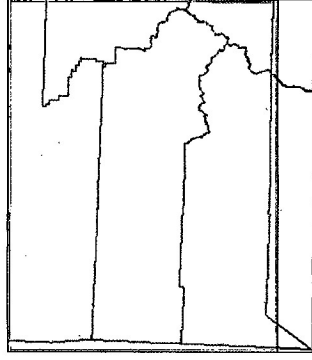
“Zone Based” mileage fees for the service of civil process by Sheriff’s deputies are based on round trip mileage from the San Miguel Sheriff’s Office located at 684 CR 63L Rd. Telluride to a point in each of the Sheriff’s Office patrol zones. It is then rounded to the nearest mile (see calculations below).

The fee assessed will be calculated based upon a round trip mileage established for the address where the paper is to be served in the applicable patrol zone, multiplied by the current mileage rate set pursuant to § 30-11-107(1)(t), C.R.S. as amended. This is regardless of the number of attempts made, or the actual number of miles traveled by the deputy in effecting service per operational period, for that day. It is the customer’s responsibility to inform the Sheriff’s Office Civil Section of the number of days to be attempted for each paper to be served.

San Miguel Sheriff Civil Zones and Mileage Fees

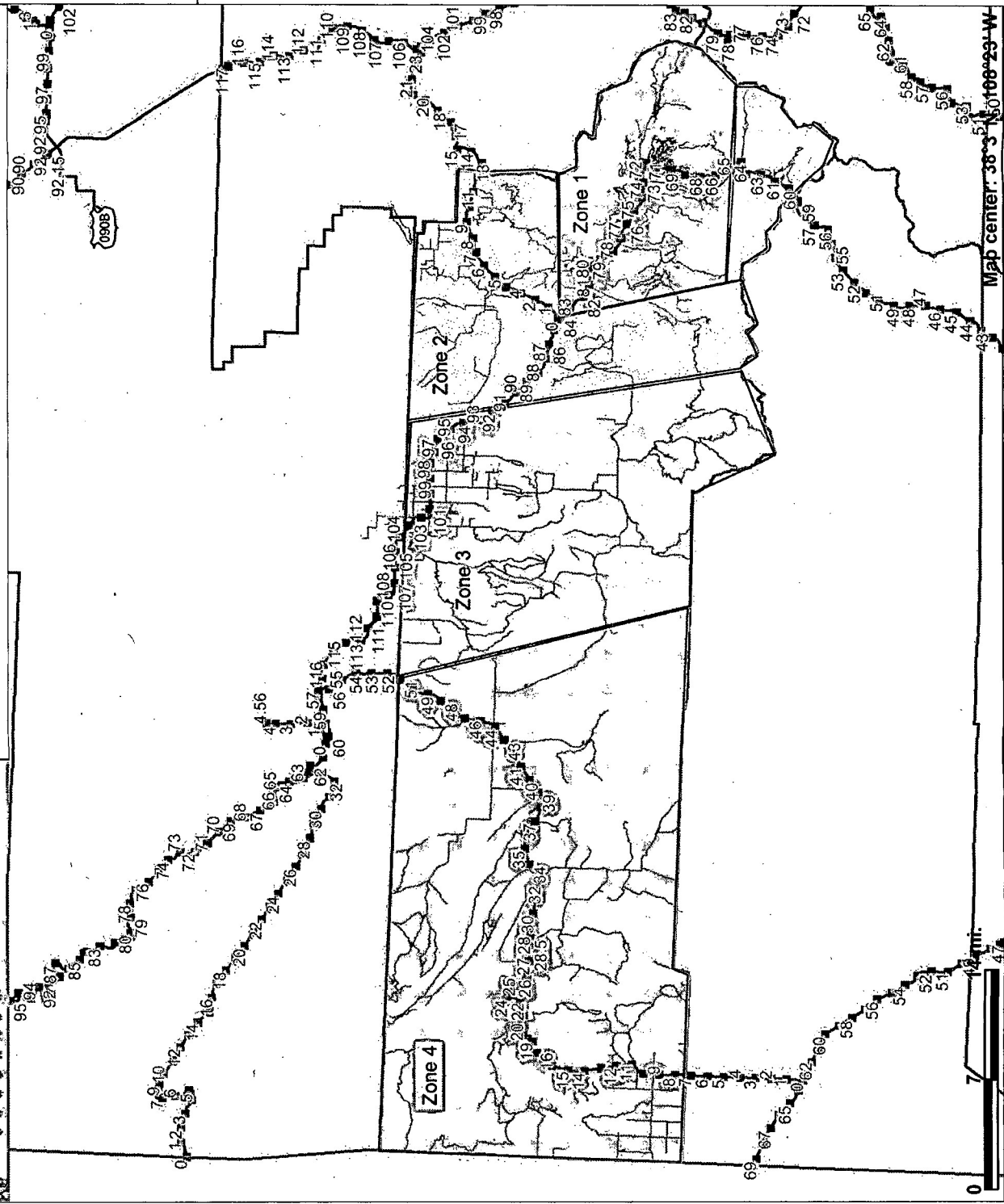
Area Zones reflect main towns and surrounding side county roads.	Mileage @ \$.50/Mile, Figures reflect round trip
Zone 1 Telluride, Mountain Village, Ski Ranches, Sawpit, Placerville 149.3 sq miles. Mile marker= (mm) 65-83 Hwy 145	20 miles = \$10.00
Zone 2 Ophir, Alta Lakes, Browns Ranch, Telluride Pines, Ski Dallas, Hasting Mesa 239.9 sq miles; mm 83.1-92 & 64-60 Hwy 145, mm 0-13 Hwy 62	30 miles = \$15.00
Zone 3 Norwood, Gurley Ranches, Miramonte area 288.4 sq miles; mm 92.1-103 Hwy 145	60 miles = \$30.00
Zone 4 Basin, Disappointment Valley, Slickrock, Egnar 602.4 sq miles; mm 51-7 Hwy 145	200 miles = \$100.00

Civil Zone Mapping & Mileage (Appendix "A")



- Legend**
- County Boundaries
 - Highway Mile Markers
 - Highways - Colorado
 - Roads - San Miguel County

Scale: 1:615,426



Notes: Zone 1 = 20 miles, Zone 2 = 30 miles, Zone 3 = 60 miles, Zone 4 = 200 miles
All mile figures are round-trip

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

San Miguel County
COLORADO

0 7 12 mi.



Nancy Hrupcin <nancyh@sanmiguelcountyco.gov>

Item for BOCC's 4/21 agenda

2 messages

Amy Markwell <amym@sanmiguelcountyco.gov>

Wed, Mar 31, 2021 at 11:40 AM

To: Carmen Warfield <carmenw@sanmiguelcountyco.gov>, Mike Bordogna <mikeb@sanmiguelcountyco.gov>, Lance Waring <lancew@sanmiguelcountyco.gov>

Cc: Nancy Hrupcin <nancyh@sanmiguelcountyco.gov>, Jennifer Dinsmore <jenniferd@sanmiguelsheriff.org>, kristic@sanmiguelsheriff.org

The SO would like to bring a resolution to the BOCC for updating their civil process fees. (updating Res #2010-31)

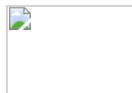
Thanks!

Amy

Amy T. Markwell
County Attorney

For information on COVID-19 (coronavirus), please visit:

<https://covid-19-sanmiguelco.hub.arcgis.com/>



P.O. Box 1170 (mailing address/USPS)

333 West Colorado Avenue, 3rd Flr. (physical address/Fed Ex & UPS)

Telluride, CO 81435

Tel.: 970-728-3879

FAX: 970-728-3718

amym@sanmiguelcountyco.gov

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this county-owned e-mail account may be subject to public disclosure.

CONFIDENTIALITY NOTICE: This electronic mail transmission (email) has been sent by an attorney, and it is intended only for the use of the individual or entity to which it is addressed. This email may contain information that is attorney work product, privileged, confidential, exempt or otherwise legally protected from disclosure under applicable law. If the reader of this email is not the intended recipient or an employee or agent responsible for delivering the information to the intended recipient, you are hereby notified that any review, retention, use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this email in error, please immediately notify us by email at amym@sanmiguelcountyco.gov and delete this message from all locations on your computer. Thank you.

Amy Markwell <amym@sanmiguelcountyco.gov>

Wei

To: Carmen Warfield <carmenw@sanmiguelcountyco.gov>, Nancy Hrupcin <nancyh@sanmiguelcountyco.gov>

Cc: Mike Bordogna <mikeb@sanmiguelcountyco.gov>, Lance Waring <lancew@sanmiguelcountyco.gov>, Kristi Covault <kristic@sanmiguelsheriff.org>, Jennifer Dinsmore <jenniferd@sanmiguelsheriff.org>, Eric Berg <ericb@sanmiguelsheriff.org>

Carmen/Nancy:

Here is the information to add to the 4/21 agenda regarding updating the Sheriff's Office's fees for service of process. You can include this email chain as part of the backup.

TITLE: Consideration of a Resolution by the Board of County Commissioners Concerning Fees Charged by the San Miguel County Sheriff's Office Relating to the Service of Process.

Presented by: Amy Markwell, County Attorney and Kristi Covault, Civil Deputy

Time needed: 10 minutes

PREPARED BY: Amy Markwell, County Attorney and Kristi Covault, Civil Deputy

RECOMMENDED ACTION/MOTION:

Motion to approve Resolution #2021-13 Concerning Fees Charged by the San Miguel County Sheriff's Office Relating to the Service of Process

INTRODUCTION/BACKGROUND:

The Colorado Revised Statutes set forth the maximum amount of fees and mileage reimbursement rates that the Sheriff's Office can charge when serving subpoenas and other process documents for civil and criminal cases.

The last time the BOCC approved these fees/mileage reimbursement rates was in 2010.

While the statutory maximum fees have not changed, the IRS's mileage reimbursement rate has. Thus, there was a need to update Resolution #2010-31 accordingly.

Thanks!

----- Forwarded message -----

From: **Kristi Covault** <kristic@sanmiguelsheriff.org>

Date: Wed, Apr 14, 2021 at 2:33 PM

4/14/2021

San Miguel County Mail - Item for BOCC's 4/21 agenda

Subject: Re: Item for BOCC's 4/21 agenda
To: Amy Markwell <amym@sanmiguelcountyco.gov>

Perfect. I just updated and sent them as pdf's
Civil Deputy | Evidence Custodian | Victim Coordinator



Direct [970.369.8624](tel:970.369.8624) | Cell [970.729.1664](tel:970.729.1664)
24hr Dispatch [970.728.1911](tel:970.728.1911) | Fax [970.728.9206](tel:970.728.9206)
Physical and Mailing Address 684 CR 63L | Telluride, CO 81435
kristic@sanmiguelsheriff.org

Under the Colorado Open Records Act (CORA) all messages sent by or to me on this county-owned email account may be subject to public disclosure.

On Wed, Apr 14, 2021 at 2:24 PM Amy Markwell <amym@sanmiguelcountyco.gov> wrote:

Carmen just confirmed that this will be Res #2021-~~13~~. I will add that to my draft, too.

Amy

On Wed, Apr 14, 2021 at 2:06 PM Kristi Covault <kristic@sanmiguelsheriff.org> wrote:

I have attached the revised Zone Mileage fee Chart and the Civil Fee Breakdown. I think that yours looks good. Once we get the resolution number I can finalize the civil fee breakdown

Kristi Covault

Civil Deputy | Evidence Custodian | Victim Coordinator



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Physical and Mailing Address 684 CR 63L | Telluride, CO 81435
kristic@sanmiguelsheriff.org

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On Mon, Apr 12, 2021 at 3:20 PM Amy Markwell <amym@sanmiguelcountyco.gov> wrote:

Here is the next draft of the resolution. Instead of a specific amount, I used the phrases:

- up to the IRS' mileage allowance for business travel which amount shall be determined yearly and posted in a location accessible to the public. " (fc

"up to ninety-five percent (95%) of the IRS' mileage allowance for business travel which amount shall be determined yearly and posted in a location public." (for the criminal action mileage)

Amy

On Mon, Apr 12, 2021 at 1:01 PM Kristi Covault <kristic@sanmiguelsheriff.org> wrote:

Thank you, I am available whenever you are 369-8624

Kristi Covault

Civil Deputy | Evidence Custodian | Victim Coordinator



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24hr Dispatch [970.728.1911](tel:970.728.1911) | Fax [970.728.9206](tel:970.728.9206)
Physical and Mailing Address 684 CR 63L | Telluride, CO 81435
kristic@sanmiguelsheriff.org

Under the Colorado Open Records Act (CORA) all messages sent by or to me on this county-owned email account may be subject to public disclosure.

On Fri, Apr 9, 2021 at 3:42 PM Amy Markwell <amym@sanmiguelcountyco.gov> wrote:
Let's talk on Monday when you are back in the office.

On the mileage - I think you right. 30-1-104(1)(h) combined with 24-9-104(2)(d) says mileage for criminal process can be up to 90% of the IRS mileage rate for 2WD vehicles (\$.50 rate for 4WD vehicles (\$.53). 30-1-104(1)(h.5) says mileage for civil process can be the amount the BOCC has determined for employee reimbursement OR the Sheriff can adopt a ; like we have gone with the zone approach and are sticking to it.

Here is my redline.

Hope you had a great weekend!

Amy

On Thu, Apr 8, 2021 at 10:44 AM Kristi Covault <kristic@sanmiguelsheriff.org> wrote:

Hi Amy,

I have attached everything that would need to go with the updated Resolution. Please let me know what you think. I marked up the Resolution where I thought changes should expertise for this.

I do have a couple questions when it comes to statutes. 30-1-104 referenced in the 2nd whereas paragraph when reading it particularly (h) it refers to 24-9-104 which in a nutshe 90% of the IRS mileage rate for criminal action papers. Can you translate to me what we should be charging for mileage. I know as of 2021 we could charge .56 cents and each want to approve .55 cents- 1. for ease of calculations on mileage charges and 2. wiggle room for next year in case it goes down again. This leads me to wonder if on page 6 A. Resolution can I only charge 90% of the .56 making it .50 cents for criminal actions and then .55 for all others. What is your interpretation?

Thank you,

Kristi Covault

Civil Deputy | Evidence Custodian | Victim Coordinator







Direct [970.369.8624](tel:970.369.8624) | Cell [970.729.1664](tel:970.729.1664)
24hr Dispatch [970.728.1911](tel:970.728.1911) | Fax [970.728.9206](tel:970.728.9206)
Physical and Mailing Address 684 CR 63L | Telluride, CO 81435
kristic@sanmiguelsheriff.org

Under the Colorado Open Records Act (CORA) all messages sent by or to me on this county-owned email account may be subject to public disclosure.

[Quoted text hidden]

4 attachments

-  **BOCC Res #2021-13.Final Zone Mileage Fee Chart 2.FINAL.pdf**
583K
-  **BOCC Res #2021-13.Civil Fees Breakdown FINAL.pdf**
545K
-  **BOCC Res #2021-13.Service of Process Fees 04.21.21.docx**
31K
-  **BOCC Res #2010-31.Process Fees 20101006.pdf**
11371K



AGENDA ITEM - 5.d.

TITLE:

10:20 am Consideration of Chair's signature on a resolution in support of President Biden's pause on new oil and gas leasing on Federal Public Lands./MOTION

Presented by: Hilary Cooper, Commissioner

Time needed: 5 mins

PREPARED BY:

Commissioners

RECOMMENDED ACTION/MOTION:

Recommended approval.

INTRODUCTION/BACKGROUND:

Draft Resolution attached.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Draft Resolution

Upload Date

4/7/2021

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
SAN MIGUEL COUNTY, COLORADO, IN SUPPORT OF
PRESIDENT BIDEN'S PAUSE ON NEW OIL AND GAS
LEASING ON FEDERAL PUBLIC LANDS**

RESOLUTION #2021 - _____

WHEREAS, our vast network of federal public lands offers abundant natural beauty, a wealth of natural resources, a vital economic engine for local communities, and a sought after unique quality of life for residents of communities adjacent to them; and

WHEREAS, it's critical that our public lands and waters are managed responsibly and sustainably so they can remain open and accessible to present and future generations; and

WHEREAS, we support the legal requirement that our federal lands be managed under the 'multiple use' standard to best meet the present and future needs of the American people; and believe that the federal land management policies should be developed with input from local communities and public land users, and incorporate the best available science; and

WHEREAS, federal public land policy should ensure that the companies extracting natural resources provide a fair return to federal and state taxpayers while also protecting wildlife and providing the opportunity for the development of sustainable economic non-extractive activity such as outdoor recreation; and

WHEREAS, our state is experiencing the devastating impacts of a warming climate including severe heat and drought, which are making wildfires more frequent and extreme; an increase in emissions of methane, a powerful greenhouse gas emitted on our public lands; extremes in precipitation; and dust on snow, which causes snowfall to evaporate prematurely; and

WHEREAS, [one-quarter of the country's greenhouse gas emissions come from fossil fuel activity on public lands](#); and

WHEREAS, in [2018 pollution caused by the burning of fossil fuels caused 8.7 million or one in five deaths globally](#); and

WHEREAS, as elected leaders, it is our responsibility to take and support prudent and pragmatic steps to reverse climate change and mitigate its devastating impacts by reducing the amount of greenhouse gases and other forms of pollution that contribute to climate change,

NOW, THEREFORE, BE IT RESOLVED by the San Miguel County Board of County Commissioners, that:

1. We applaud the Biden administration's executive order that temporarily pauses new oil and gas leasing on federal public lands and encourage the administration to:
 - a. Modernize the federal oil and gas leasing program to ensure the oil and gas companies that hold leases and extract natural resources provide a fair return to federal and state taxpayers; and

b. Develop a plan to phase out the production of fossil fuels, which are a major contributor to climate change, in a way that also supports the workers, communities, and states that currently have fossil fuel dependent economies.

APPROVED AND ADOPTED this 7th day of April, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

Lance Waring, Chair

ATTEST:

Carmen L. Warfield, Chief Deputy Clerk to the Board

VOTE:

Hilary Cooper	Aye	Nay	Abstain	Absent
Kris Holstrom	Aye	Nay	Abstain	Absent
Lance Waring	Aye	Nay	Abstain	Absent



AGENDA ITEM - 5.e.

TITLE:

10:25 am HEARING: Consideration of a request by the Assessor to Deny Petition 2021-32 for abatement or refund of taxes, TY2020, Henry Reid for Lot 175, LLC, c/o Ray Bowers, Lot 423, TMV Fil 12, R1080088423/MOTION

Presented by: Peggy Kanter, Assessor

Time needed: 25 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Not in common ownership, 1/1/2020. Does not meet all criteria for contiguous classification.

FISCAL IMPACT:

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

ATTACHMENTS:

Description	Upload Date
Petition Reid TY2020	4/2/2021
Add'l documents submitted by Petitioner 4.19.21	4/19/2021
Email from Ray Bowers 4.19.21	4/19/2021

Date: 3/31/21

To: **San Miguel County Commissioners**

From: **Peggy Kanter, San Miguel County Assessor**

RE: **Abatement Petition # 2021-32**

Petitioner: Henry Reid for Telluride Lot 175, LLC

Agent: Ray Bowers

Account Number: 1080088423 Lot 423, Fil 12, TMV

Petitioner: ☐ Did Protest ☒ Did Not Protest

Year(s):

Petitioner provided documentation: ☒ Yes ☐ No ☐ More documentation requested

Petitioner's estimate of value: \$ Not Contested

Assessor's Office:

- ☒ Reviewed documentation and assessors' records for errors
- ☒ Attached documentation for recommendation of value
- ☐ Illegal/erroneous/clerical errors
- ☐ Illegal application of Mill Levy
- ☐ Taxable to Exempt
- ☐ Double assessment
- ☐ Taxpayer made reporting error on Personal Property Declaration
- ☐ Overvaluation: No protest filed for that year
- ☐ BAA or Court order
- ☐ BIA (Best Information Available) When an owner does not file a personal property declaration schedule with the Assessor, the Assessor assigns a BIA assessment to the property, § 39-5-116 (1) C.R.S. A Notice of Valuation is mailed to the owner, and if the BIA value is not protested during the statutory time frame, an abatement petition filed by the owner on the BIA assessment should be denied, 39-5-118, C.R.S. See Property Tax Administrator v. Production Geophysical Services, Inc., 860 P.2d 514 (Colo. 1993).
- ☐ Overvaluation: Law precludes owners from filing both a protest and an abatement petition for the same assessment year when overvaluation is the reason for the abatement 39-10-114 (1)(a)(I)(D) C.R.S.
- ☐ Late Filing: Abatement or refund of taxes is limited to a maximum of two (2) years after the January 1 of the year following the year in which taxes were levied 39-10-114 (1)(a)(I)(A) C.R.S.
- ☐ Homeowners' Association (HOA) Common Elements transferred after January 1 is not prorated
- ☐ Field inspection was requested and conducted
- ☐ Application for contiguous classification sent ☐ Returned ☐ Contiguous classification confirmed
- ☒ Applied for contiguous classification, but did not meet all of the following requirements to qualify:
 - ☐ Parcels are touching, not separated by roads or common elements
 - ☒ Parcels are under common ownership
 - ☐ Unimproved parcel is used as a unit in conjunction with residential parcel
- ☒ Assessor's office **denies** petition: After review, Assessor felt the actual value correctly reflects the June 30, 2020 market value
- ☐ Assessor's office **approves** or **approves in part** an adjustment to the petitioned parcel

Assessor recommends final actual value: \$ 926,500.00 for the year(s) 2020

SAN MIGUEL COUNTY ASSESSOR PROPERTY PROFILE

Account #: R1080088423

Local #:

Parcel #: 477904212423

Tax Year: 2021	Levy: 52.842000	# of Imps:	Created On:
Tax Dist: 108	Map #: 4779	LEA: 844002	Active On: 01/01/2005
PUC:	Initials:	Acct Type: Vacant Land	Inactive On:
Assign To: UnAssigned			Last Updated:

Owner's Name and Address

TELLURIDE LOT 175 LLC A CO LLC
C/O MICHAEL J. LYNCH
PO BOX 2636
TELLURIDE, CO 81435-3636

Property Address

TOUCHDOWN DR, MOUNTAIN VILLAGE

Business Name

LOT 423 TELLURIDE MTN VILLAGE FIL 12

Sales Summary

<u>Sale Date</u>	<u>Sale Price</u>	<u>Deed Type</u>	<u>Reception #</u>	<u>Book</u>	<u>Page #</u>	<u>Grantor</u>
* 07/09/2020	\$0	Special Warranty Deed	464046			TELLURIDE LOT 423 LLC *
09/24/2009	\$1,000,000	Warranty Deed	409011			TELLURIDE REAL ESTATE LLC A MD LLC
02/05/2001	\$0	Quit Claim	344531			MAGNUM ENTERPRISES LTD
09/15/1998	\$480,000	Warranty Deed	321202			PELLEGRIN DIANE F.
10/27/1997	\$420,000	Warranty Deed	B589662	589	662	FRANK, RICHARD M & SUSAN M
09/09/1992	\$375,000	Warranty Deed	B49791921	497	919-21	LANDER CORP/GILLIES
03/18/1992	\$0	Quit Claim	B489597	489	597	THE LANDER CORP.
07/21/1989	\$345,000	Warranty Deed	B45582729	455	827-29	TELLURIDE REAL EST
07/21/1989	\$0	Warranty Deed	B45582426	455	824-26	ETTA PLACE TOO ASS
12/07/1988	\$4,256,500	Warranty Deed	B449150	449	150	TELLURIDE COMPANY

Legal

LOT 423 TELLURIDE MTN VILLAGE FIL 12 CONT 1.730AC

Section	Township	Range	Qtr	QtrQtr	Government Lot	Government Tract
04	42	09	NW			

Subdivision Information

Sub Name	Block	Lot	Tract
MOUNTAIN VILLAGE		423	

Land Valuation Summary

Land Type	Abst Cd	Value By	Net SF	Measure	# of Units	Value/Unit	Actual Val	Asmt %	Assessed Val
PUD	0400	Market	75,359	Site	1.000000	\$926,500.00	\$926,500	29.00%	\$268,685
Class				Sub Class					
Land Subtotal:					1.73		\$926,500		\$268,685

State Documentary Fee
\$0.00 07-16-2020

SPECIAL WARRANTY DEED

DOC FEE: EXEMPT

THIS DEED, made this 9 day of JULY, 2020
between Telluride Lot 423, LLC, of the County of San Miguel and State of Colorado, grantor(s),
AND
Telluride Lot 175 LLC, a Colorado limited liability company whose legal address is c/o Michael J. Lynch, P.O. Box 2636,
Telluride, CO 81435
of the County of San Miguel and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), the receipt and
sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant,
bargain, sell, convey and confirm, unto the grantee(s), his/her heirs, and assigns forever, all the real property, together with
improvements, if any, situate, lying and being in the County of and State of Colorado, described as follows:

Lot 423, Telluride Mountain Village, Filing 12, according to the correction Plat recorded January 9, 1989 in Plat Book 1
at Page 881,
County of San Miguel, State of Colorado.

also known by street and number as: , ,

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and
the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest,
claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the
hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory
exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his
heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and
agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable
possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof,
by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

Telluride Lot 423, LLC


By: Michael J. Lynch, Authorized Representative

STATE OF COLORADO

COUNTY OF San Miguel) ss.

The foregoing instrument was acknowledged before me this , by Michael J. Lynch, as Authorized Representative of
Telluride Lot 423, LLC.

My Commission expires:

Witness my hand and official seal.

SUSAN HEISKARI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994017267
MY COMMISSION EXPIRES 08/08/2023


Notary Public

SPECIAL WARRANTY DEED

2538CEA
June 24, 2020
11:13 AM

RAYMOND V. BOWERS

Property Tax Appeal Consultant

January 20, 2021

To: San Miguel County Assessor
333 W. Colorado Ave., P.O. Box 506
Telluride, CO 81435

RE: Petition for Abatement for Telluride Lot 175, LLC
(represented by Henry Reid)

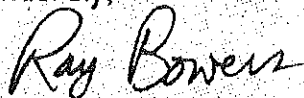
Dear Assessor's Office,

Enclosed is the following petition form and additional information concerning the undeveloped property in Telluride Mountain Village known as Lot 423 which belongs to the Telluride Lot 175, LLC.

1. Letter of Agency from Mr. Reid appointing me to be his agent in petitioning his property taxes (directly attached to this letter)
2. Petition for Abatement or Refund for tax year 2020 with backup documentation.
3. Documentation showing contiguousness and common ownership.

Thank you for receiving this petition. Please confirm that you received it.

Sincerely,



Ray Bowers

PETITION FOR ABATEMENT OR REFUND OF TAXES RECEIVED

County: San Miguel

Date Received

(Use Assessor's or Commissioners' Date Stamp)

JAN 21 2021

Section I: Petitioner, please complete Section I only.Date: January 15, 2021

Month Day Year

Petitioner's Name: Henry Field for Telluride Lot 175, LLCPetitioner's Mailing Address: P.O. Box 2836TellurideCO81435

City or Town

State

Zip Code

SCHEDULE OR PARCEL NUMBER(S)

477004212423

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

Lot 423 Telluride Min Village Fl 121080088423 Vacant1080020101 imp

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2020 and 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

This petition is NOT based upon the ground of erroneous valuation. We only dispute the incorrect classification of the subject property. This lot should be classified for the year of 2020 as "residential land" because it is a) contiguous to the owner's residence parcel, b) under common ownership, and c) used as a unit in conjunction with the residence on the owner's contiguous Lot 175R. According to C.R.S. §39-1-102(14.4)(a) and the recent ruling by the Colorado Supreme Court, residential improvements are NOT required to exist on contiguous parcels and the subject should have been classified as "residential land" in 2020.

Petitioner's estimate of value:

\$ not contested

(2020)

Value Year

and \$

Value

Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

[Signature]
Petitioner's Signature

Daytime Phone Number (207) 937-5200

By Raymond V. Bauer
Agent's Signature

Daytime Phone Number (870) 728-0768

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.6(1), C.R.S.

Section II:**Assessor's Recommendation**

(For Assessor's Use Only)

	Tax Year <u>2020</u>			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	<u>926500</u>	<u>268690</u>	<u>\$14,198.12</u>			
Corrected	<u>926500</u>	<u>66240</u>	<u>\$3500.25</u>			
Abate/Refund	<u>0</u>	<u>202450</u>	<u>\$10,697.87</u>			

☐ Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(K)(IV)(C), C.R.S.

Tax year 2020 Protest?☒ No☐ Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year _____ Protest?

☐ No☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☒ Assessor recommends denial for the following reason(s):

Not in common ownership 1/1/20
Does not meet all criteria
for contiguous classification

[Signature]
Assessor's or Deputy Assessor's Signature

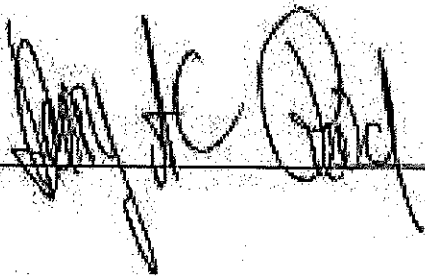
Letter of Agency

To Whom It May Concern:

I, Henry Reid for Telluride Lot 175, LLC, owner of the property (or properties) at
305 Touchdown Drive, Mountain Village 81435 and
Lot 423 Telluride Mountain Village 81435

hereby appoint Raymond V. Bowers to be my agent to protest and petition for mitigation of my property taxes for the aforementioned property (or properties).

Signed:



Date:

15th Jan 2021

Additional Documentation for Petition for Abatement or Refund of Taxes
Due to Misclassification of Property for Tax Year 2020 of:

Lot 423 in Mountain Village

1. Due to the Colorado Supreme Court's recent (February 18, 2020) final decisions concerning the proper interpretation of the Statutory Definition of "Residential Land" in C.R.S. § 39-1-102(14.4)(a), this property should be classified as "Residential Land" and taxed accordingly.
2. According to the Colorado Supreme Court, for an undeveloped parcel to qualify to be classified as "Residential Land" under C.R.S. §39-1-102(14.4)(a), there is **no requirement** that any residential improvements exist upon the undeveloped parcel of land.
3. The Colorado Supreme Court also upheld that the undeveloped parcel must meet all the other 3 requirements in the following ways:
 - a. To qualify as being "used as a unit", the owner must use "multiple parcels of land together as a collective unit of residential property".
 - b. To qualify as being "contiguous" to another commonly owned parcel with a residence upon it, the parcels must "touch" each other.
 - c. To qualify as having "common ownership" the contiguous properties must be owned by the same entity or by the same persons.
4. This Lot 423 qualifies in all aspects to be classified as "Residential Land" because of the following conditions:
 - a. It is being "used as a unit" with the parcel containing the residence in that the owners use the two parcels of land together as a collective unit of residential property, and more particularly use the undeveloped parcel every day to keep their privacy and views maintained since no one else can own Lot 423 and build a house on it which would harm their privacy and views for their residence on contiguous Lot 175R, 305 Touchdown Drive.
 - b. It is definitely fully "contiguous" in that Lot 423 actually touches the Lot 175R along a good length of a common lot line. See the schematic that shows their contiguousness following or attached.
 - c. The two parcels are clearly under common ownership since Telluride Lot 175, LLC is the single entity that owns both properties. See the attached assessor records that also show common ownership under Telluride Lot 175 LLC.

Assessor Records Show the Two Contiguous Lots Under the Same Common Ownership

Underdeveloped Lot 423 owned by Telluride Lot 175, LLC

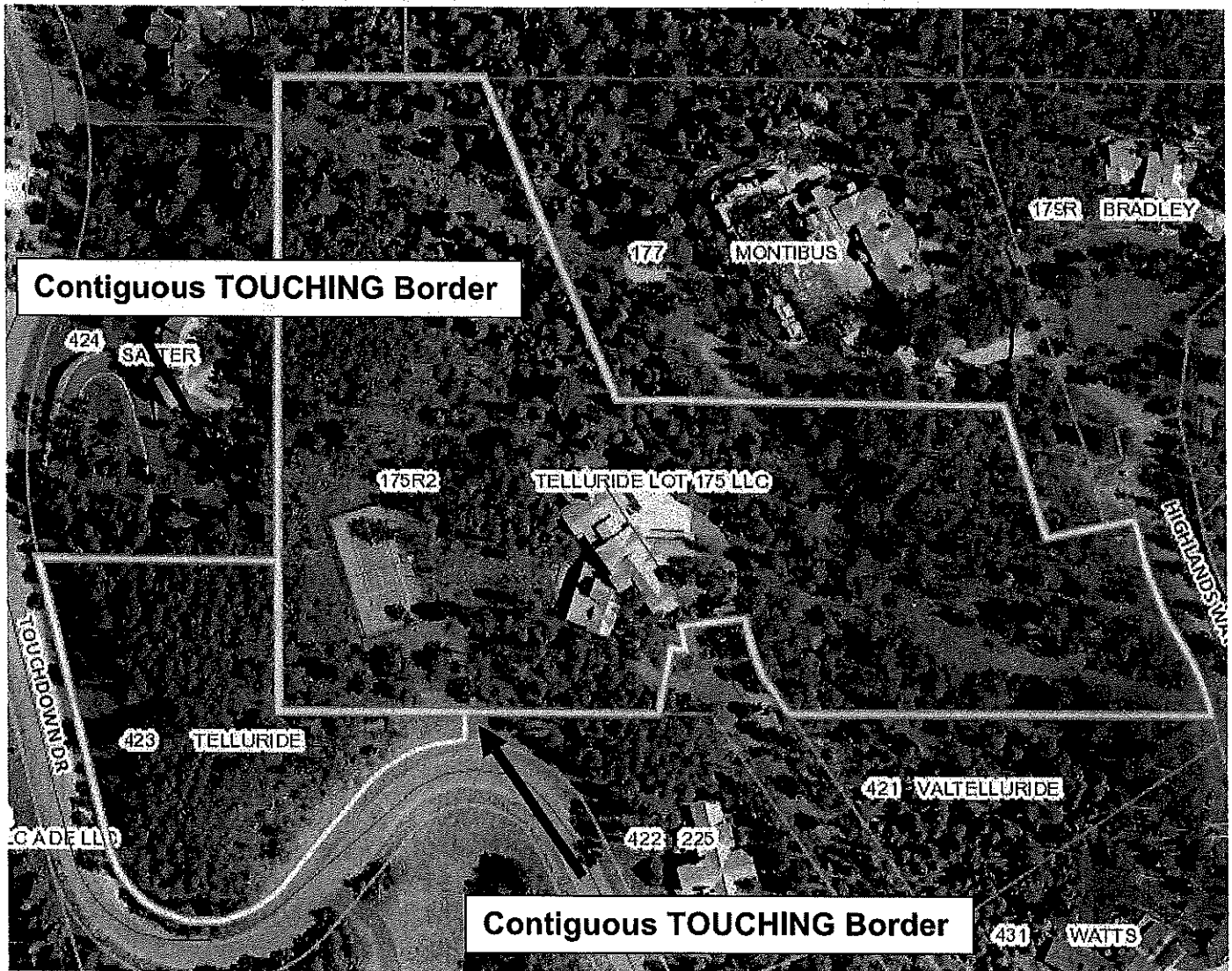
▼ Account Information	
Print Property Report GIS Map	
Account:	R1080088423
Parcel:	477904212423
Owner Name:	TELLURIDE LOT 175 LLC A CO LLC
Owner Address:	ATTN: C/O MICHAEL J. LYNCH PO BOX 2636, TELLURIDE, CO, 81435
Property Address:	TOUCHDOWN DR, MOUNTAIN VILLAGE
Legal:	LOT 423 TELLURIDE MTN VILLAGE FIL 12 CONT 1.730AC
Tax Area:	108
Subdivision:	MOUNTAIN VILLAGE

Residential Lot 175 owned by Telluride Lot 175, LLC

▼ Account Information	
Print Property Report GIS Map	
Account:	R1080020101
Parcel:	477904112456
Owner Name:	TELLURIDE LOT 175 LLC
Owner Address:	ATTN: PICKET HOUSE, AVENING GL8 8LS, UK
Property Address:	305 TOUCHDOWN DR, MOUNTAIN VILLAGE
Legal:	LOT 175R 2 A REPLAT OF LOT 175R 1 AND LOT 176R TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN NW4NE4 SEC 4 T 42N R9W NMPM COUNTY OF SAN MIGUEL LYING WITHIN INCORPORATED TOWN OF MOUNTAIN VILLAGE COLORADO ACC TO PLAT BK 1 PG 2461 NOV 25 1998 AND PLAT BK 1 PG 3072 NOV 1 2002 CONT 6.893 AC MOL
Tax Area:	108
Subdivision:	MOUNTAIN VILLAGE

Aerial Diagram from the Assessor's GIS Map that Shows:

- The 2 lots are, Indeed, under Common Ownership
- The Two Lots are, Indeed, Very Contiguous



PAID: \$6.00 309201

Reception No.

309201

12/06/1996 09:34A

B: 572 P: 402

Recorded at

o'clock

Gay Cappis, County Clerk, San Miguel County, CO

QUIT CLAIM DEED

THIS DEED, Made this 5th day of October, 1996, between
LYNCH & LYNCH LLC, A COLORADO LIMITED LIABILITY COMPANY

of the County of SAN MIGUEL and State of COLORADO, grantor, and
TELLURIDE LOT 175 LLC, A COLORADO LIMITED LIABILITY
COMPANY

whose legal address is 44 SEYMOUR WALK
LONDON SW 10 9NF, ENGLAND

of the County of _____ and State of _____, grantee:

State Documentary Fee

Date DEC. 5, 1996

\$ EXEMPT RJG

WITNESS, that the grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND
VALUABLE CONSIDERATIONS DOLLARS, the receipt and sufficiency of which is hereby
acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents, do remise, release, sell, convey and
Quit Claim unto the grantee, his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has
in and to the real property, together with improvements, if any, situate, lying and being in the County of
SAN MIGUEL and State of Colorado described as follows:

Lots 175 and 176, Town of Mountain Village, according to the plat filed in the
office of the Clerk and Recorder in Plat Book 1 at page 2144.

County of San Miguel, State of Colorado.

as known by street and number as:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any-
wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the
only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural
and the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

LYNCH & LYNCH LLC.
BY: Michael J. Lynch
MICHAEL J. LYNCH, MANAGER

State of Colorado)
County of San Miguel) ss.

The foregoing instrument was acknowledged before me this 24th day of October, 1996,
by MICHAEL J. LYNCH, MANAGER OF LYNCH & LYNCH LLC, A COLORADO LIMITED
LIABILITY COMPANY

Witness my hand and official seal.

My commission expires:

5/30/98

[Signature]

Notary Public

SHARON HELWIG-MILLER
NOTARY PUBLIC
STATE OF COLORADO

Timeline for Classification Changes for Lot 248B

Assessor Changes Classification AFTER "Assessment Date"

Date	Event
12/29/2006	Mr. Elliott Purchased Lot 248B, classified as "vacant"
2007	Mr. Elliott requests Assessor how to obtain "contiguous residential" classification and Assessor advises to install residential improvements
2007	Mr. Elliott Spends Money to install residential improvements and Assessor grants "contiguous residential" classification
2008-2016	For tax years 2008 thru 2016. the Lot is classified as "residential Land"
1/1/2017	Lot 248B is still under same classification as it was in 2016 as "residential land"
1/1/2017	Use has not changed, Assessor has not re-classified the lot prior to the "Assessment Date"
1/1/2017	ASSESSMENT DATE - Assessor and County Attorney claim that Classification cannot change and must stay the same throughout the year - it is "residential land" now
2/8/2017	Mr. Elliott Receives "Request for Contiguous Residential Status" form from the Assessor
2/13/2017	Mr. Elliott sends back the "Request for Contiguous Residential Status" form to Assessor with all indications that it should be classified as "residential land"
2/17/2017	Assessor Receives the form from the Mr. Elliott
Feb. 2017	According to the assessor's email to Mr. Elliott dated Jan. 3 assessor conducts field inspection and checks with MV Bldg Dept.
"At that Time"	According to the assessor's email to Mr. Elliott dated Jan. 3, 2018 the property is "re-classified"
3/15/2017	Assessor has hearing with BOCC on March 15 to address lots asking for contiguous status -
5/1/2017	Assessor sends 2017 Notice of Valuation with first indication that classification has changed to "Vacant"



Peggy Kanter <peggyk@sanmiguelcountyco.gov>

Re: Lot 248B vacant lot contiguous property declassification

1 message

Peggy Kanter <peggyk@sanmiguelcountyco.gov>

Wed, Jan 3, 2018 at 11:27 AM

To: Wynn Elliott <WElliott@elliottaviation.com>

Mr. Elliott,

We reviewed all contiguous classification parcels in 2017, according to the guidelines provided by the Division of Property Taxation and Statutes.

You received a letter from us asking questions on your vacant lot, which you returned to this office in 2017. We conducted a field inspection and checked with Mountain Village

on their land use codes etc. At that time we reclassified the lot and sent you a Notice of Valuation showing the new value and classification in May 2017.

Our assessment date is Jan. 1 of each year, property is classified by its actual use on that date. Any improvements or changes that happen after that date, will be reflected in the following year.

If you replat or build on that lot after Jan 1, 2018 we will make that change in 2019, payable in 2010. You may protest in 2018 on the classification as its actual use on Jan 1, 2018, in May 2018.

As our records indicate now, we will not be changing the classification from vacant to residential for 2018.

Sincerely,

Peggy Kanter

On Thu, Dec 28, 2017 at 8:38 AM, Wynn Elliott <WElliott@elliottaviation.com> wrote:

Peggy,

I'm only in town until New Years Day and appreciate your time constraints this week on not being able to meet with me, but unfortunately I'm unavailable next week with no plans to return to Telluride until well after May of next years appeal deadline, as such I'm sending you this email. Having stopped in the treasurers office to "prepay" April 2018 property taxes, I was very disappointed to learn of your decision to no longer allow your earlier approval from many years ago for the contiguous property classification. As such I have two options since I'm unwilling to pay the higher taxes on the vacant lot; re-plat and remove the lot from your tax roles or give consideration to your requirements to once again qualify for contiguous and if economically feasible proceed with the improvement and in return receive the appropriate property tax relief prior to the May 2018 appeal deadline. I'm having my second meeting tomorrow morning with Dave Bangert with the MV building and planning department to begin a fast track re-plat approval process to be completed by April of 2018 in anticipation of you and I not finding common ground on this issue. Please provide your specific conformity requirements so that I can make an informed decision that's best for me with in the next week or so. BTW the owner of lot 248A John Prunskis, with zero luck selling his lot after several years, just lowered his asking price below \$1MM, his lot is larger than mine and you have my actual value at \$1MM, we've spent enough time arguing about what the real value of 248B is, so enough said.

I look forward to learning of your requirements very soon,

Thank you and respectfully,

Wynn

Wynn Elliott

Chairman & CEO

Elliott Aviation, Inc.

welliott@elliottaviation.com

Ph: 515.285.6551

Fax: 515.285.2370

visit www.elliottaviation.comvisit www.tbm900.com

San Miguel County Assessor's Office333 W. Colorado Ave 2nd Floor | PO Box 506
Telluride, CO 81435**Request For Contiguous Residential Status:***Attention -
this document rec'd
Feb 9th 2017*

It is the Assessors (office) responsibility to decide if contiguous parcels can be defined as residential property. To be consistent, fair and equitable throughout San Miguel County, we review each request based on guidelines provided by the Division of Property Taxation and Statutes; 39-1-102; 39-1-102(14.4); 39-1-103(14) C.R.S.

A specific statutory definition covers residential land.

Definitions.

(14.4) "Residential land" means a parcel or contiguous parcels of land under common ownership upon which residential improvements are located and that is used as a unit in conjunction with the residential improvements located thereon. The term includes parcels of land in a residential subdivision, the exclusive use of which land is established by the ownership of such residential improvements. The term does not include any portion of the land that is used for any purpose that would cause the land to be otherwise classified, except as provided for in section 39-1-103(10.5). The term also does not include land underlying a residential improvement located on agricultural land.

§ 39-1-102, C.R.S.

Parcels of land, under common ownership, that are contiguous to land used for a residence and used as an integral part of a residence, are classified as residential property. The primary residential parcel must conform to the definition of residential real property as defined in § 39-1-102(14.5), C.R.S., Sullivan v. Board of Equalization of Denver County, 971 P. 2d 675 (Colo. App. 1998).

One of the requirements is that ownership of the contiguous vacant parcel must be the same as that of the residential property on the assessment date, which is January 1 of every year. For example, the assessment date for 2016 is January 1, 2016. If ownership is the same on January 1, 2016, we will process the request for 2016, tax notice to be sent in 2017. If ownership is not the same, the request cannot be processed for the current year.

The Assessor's Reference Library (ARL), volume 3, pg 1.4, provides further explanation:

Assessor judgment is crucial in determining if contiguous and noncontiguous parcels can be defined as residential property. The following criteria should be considered.

Please answer the questions, sign, date, and provide a telephone number and email address. We will conduct a field inspection of the parcels as weather and work permit.

The questionnaire must be returned to our office no later than August 1, 2016 in order for classification to become effective for the current year.

Are the parcels titled under the exact same common ownership?
☒ Yes or No

Are the parcels considered and actually used as a common unit along with the residence?
☒ Yes or No

Are the improvements located and used in conjunction and support of the residence?
☒ Yes or No

Are the improvements substantial in nature, i.e. a driveway to the existing residence or structures such as barns, garages, decks, guest units or other support buildings that have noncommercial use as of January 1, 2016? ☒ Yes or No

If yes, please explain the nature of the uses and describe the improvements made to the vacant parcel.

Irrigation installed on lot, landscaping including flag stone patio/walkway, etc matching main house

Are the improvements permissible under applicable zoning, building department regulations and protective covenants?

Yes or No

Is the primary purpose of the parcel and associated structures to be for support, enjoyment, or other noncommercial activity of the occupant of the residence?

Yes or No

Would the parcel(s) in question likely be conveyed with the residence as a unit?

Yes or No

Does the vacant land share a common boundary with the residential parcel and is not separated by common area, a road or road easement?

Yes or No

Has either parcel been listed for sale while in your ownership?

Yes or No

After a review of the policy guidelines could you answer yes to any of the questions? Each of these criteria is considered individually with no emphasis placed on any particular criterion. Thank you for your time.

Owner Signature [Signature]

Date 2/13/17

Telephone Number

563 405-0555

Email Address

WELLIOTH@ELLIOTHAVIATION.COM

Schedule # or Parcel # 1080060070

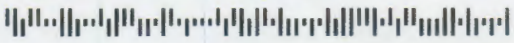
SAN MIGUEL COUNTY ASSESSOR
333 W COLORADO AVENUE
2ND FLOOR
PO BOX 506
TELLURIDE, CO 81435

DATE: May 1, 2017

2017 REAL PROPERTY NOTICE OF VALUATION

APPEAL FORM
RETURN TO ASSESSOR

Phone: (970) 728-3174
Office Hours: 8:00 am - 5:00 pm, M-F

ACCOUNT NUMBER	TAX YEAR	TAX AREA CODE	PROPERTY DESCRIPTION (MAY NOT BE COMPLETE)		
R1080060070	2017	108	477903306151		
<div>PRO OWN ER R T Y</div> <div>1491 1 MB 0.423 **<5>1/2**G50***AUTO**MIXED AADC 852 ELLIOTT WYNN 1603 GLEN OAKS DR WEST DES MOINES IA 50266-6632 </div>			LOT 248B ACC TO REPLAT OF LOT 248 TMV RE C 05 10 2006 AT PL BK 1 PG 3653 RECPT 38 4007 .43 AC		
CLASSIFICATION			PRIOR YEAR ACTUAL VALUE	CURRENT YEAR ACTUAL VALUE	+ OR - CHANGE
VACANT RESIDENTIAL			0 875,000	1,000,000 0	1,000,000 -875,000
TOTALS			875,000	1,000,000	125,000

LAND SIZE 0.430000

OF BUILDINGS ON FILE 0

BUILDING #1 CHARACTERISTICS DISPLAYED

PROPERTY CHARACTERISTICS

PLEASE REFER TO THE BACK OF THIS FORM FOR INFORMATION ON HOW TO APPEAL YOUR PROPERTY VALUATION OR ITS CLASSIFICATION.





Nancy Hrupcin <nancyh@sanmiguelcountyco.gov>

2021 Henry Reid Abatement - Add'l Documents

2 messages

Ray Bowers <ray@rvbowers.com>

Sun, Apr 18, 2021 at 9:35 PM

To: Nancy Hrupcin <nancyh@sanmiguelcountyco.gov>

Cc: Peggy Kanter <peggyk@sanmiguelcountyco.gov>, Amy Markwell <amym@sanmiguelcountyco.gov>, Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Hello Nancy,

I believe I am allowed to enter extra documentation up to 48 hours before the hearing before the BOCC hearing for this matter. I am submitting this one extra exhibit (attached) just more than 48 hours before our hearing which is scheduled for 10:25 on Wednesday.

Thank you for adding this to the agenda packet for Wednesday's BOCC meeting.

Regards, Ray Bowers

Agent for Fair Property Taxation

P.O. Box 1653, Telluride, CO 81435

970-728-0708 - Off. 970-729-2278-Cell

From: Nancy Hrupcin <nancyh@sanmiguelcountyco.gov>

Sent: Tuesday, April 6, 2021 4:21 PM

To: Ray Bowers <ray@rvbowers.com>

Cc: Peggy Kanter <peggyk@sanmiguelcountyco.gov>; Amy Markwell <amym@sanmiguelcountyco.gov>; Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Subject: Invitation to ZOOM April 21, 2021 Henry Reid Abatement

Please see attached

San Miguel County is inviting you to a scheduled Zoom meeting.

Topic: San Miguel County's Regular/Special Meeting - ZOOM

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

<https://us02web.zoom.us/j/534180495>

Meeting ID: 534 180 495

Passcode: 014764

One tap mobile

+12532158782,,534180495# US (Tacoma)

+13462487799,,534180495# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 534 180 495

Find your local number: <https://us02web.zoom.us/u/kbz0OPNYcc>

--



Nancy Hrupcin

Attorney's Office

San Miguel County

P.O. Box 1170

[333 W. Colorado Ave](#)

[Telluride, Colorado 81435](#)

Phone:970-728-3879 ext 216



Classification Change - AFTER Jan. 1.pdf

975K

Nancy Hrupcin <nancyh@sanmiguelcountyco.gov>

Mon, Apr 19, 2021 at 8:04 AM

To: Ray Bowers <ray@rvbowers.com>

Cc: Peggy Kanter <peggyk@sanmiguelcountyco.gov>, Amy Markwell <amym@sanmiguelcountyco.gov>, Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Documents received.

-Nancy

[Quoted text hidden]



AGENDA ITEM - 6.a.

TITLE:

10:50 am Discussion and overview of Planning projectsFire Mitigation.

Presented by: Kaye Simonson, Planning Director

Time needed: 20 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:			



AGENDA ITEM - 6.b.

TITLE:

11:10 am Consideration of a Resolution by the Board of County Commissioners Concerning Extending the Emergency Temporary Moratorium Prohibiting the Termination of ADU Deed Restrictions./MOTION

Presented by: Amy Markwell, County Attorney; Kaye Simonson, Planning Director

Time needed: 15 mins

PREPARED BY:

Amy Markwell, County Attorney

RECOMMENDED ACTION/MOTION:

Motion to approve Resolution #2021-14 Concerning the Extension of the Moratorium Prohibiting the Termination of ADU Deed Restrictions

INTRODUCTION/BACKGROUND:

Consider extending the resolution passed on October 21, 2020, Resolution 2020-028 , Resolution concerning the imposition of an emergency temporary moratorium prohibiting the termination of deed restrictions for accessory dwelling units on lots or parcels located in any and all zone districts within unincorporated San Miguel County

FISCAL IMPACT:

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

ATTACHMENTS:

Description
Resolution 2021-014

Upload Date
4/15/2021

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF SAN MIGUEL COUNTY, COLORADO CONCERNING EXTENDING THE
EMERGENCY TEMPORARY MORATORIUM PROHIBITING THE
TERMINATION OF DEED RESTRICTIONS FOR ACCESSORY DWELLING
UNITS ON LOTS OR PARCELS LOCATED IN ALL ZONE DISTRICTS
WITHIN UNINCORPORATED SAN MIGUEL COUNTY, COLORADO**

Resolution #2021 - 14

RECITALS

WHEREAS, the Board of County Commissioners of San Miguel County, Colorado, (“BOCC”) adopted Resolution #2020-28 at its meeting on October 21, 2020, placing an emergency temporary moratorium on the termination of existing deed restrictions on Accessory Dwelling Units (“ADUs”), within all zone districts of unincorporated San Miguel County, as listed in the San Miguel County Land Use Code (“LUC”) Section 5-201 General A. through T, and further described in Section 5-3, Zone District Standards; and

WHEREAS, San Miguel County, Colorado (the “County”) has the authority to regulate the use and development of land located within the County according to the Colorado Constitution and the Colorado Revised Statutes (“C.R.S.”); and

WHEREAS, in connection with its regulation of the use of land located within its unincorporated area, the County has the legal authority to enact an emergency temporary moratorium on land development as part of its inherent police and planning powers, including, but not limited to, its authority under the Local Government Land Use Control Enabling Act of 1974, Title 29, Article 20, Part 1, when necessary for the immediate preservation of public health, safety, and welfare; and

WHEREAS, according to C.R.S. § 30-28-121, the BOCC may promulgate and extend a temporary moratorium not to exceed six months, by resolution and without a public hearing, prohibiting or regulating in any part of or all of the unincorporated territory of the county structures used or to be used for any business, residential, industrial or commercial purpose; and

WHEREAS, BOCC Resolution 1994-2 amended the LUC to require principal dwelling units of a certain size that were being constructed to include an ADU. Alternatively, property owners could choose to pay a fee instead of constructing the ADU. Furthermore, the LUC required all ADUs that were constructed, regardless of the principal dwelling unit size and whether the construction of the ADU was voluntary or mandatory, to be deed-restricted. The ADU Deed Restriction specified, “The use and occupancy of the Accessory Dwelling Unit is hereby limited exclusively to Employees who earn their incomes primarily with the Telluride R-1 School District, and their immediate family members. Use and occupancy of the property is subject to such

definitions, exceptions, and qualifications specified in Section 5-1305 of the San Miguel County Land Use Code.” The ADU Deed Restrictions were recorded on the title of each subject property as an exhibit to the most recent deed; and

WHEREAS, the deed restriction expressly reserves to the County the right to Terminate each Deed Restriction upon recording a Termination Agreement; and

WHEREAS, BOCC Resolution 2007-11 amended the LUC to eliminate the requirement for deed restrictions for ADUs and adopted Section 5-1303 G. Employee Housing Impact Fee/Mitigation, which established a fee per square foot for new construction, additions, and changes in use to mitigate employee housing impacts; and

WHEREAS, there is no procedure outlined in Land Use Code Section 5-1303 regarding the termination of deed restrictions on existing Accessory Dwelling Units; and

WHEREAS, County Planning Staff has informed the BOCC that it has received multiple inquiries regarding terminating the deed restrictions for these ADUs in the past several years within areas of the County; and

WHEREAS, the BOCC does hereby find and determine that the possibility of terminating the deed restrictions on these Accessory Dwelling Units is reducing the already limited affordable housing available in the area and has created an emergency situation within these areas and zone districts that warrants the adoption of an emergency temporary moratorium on the termination of deed restrictions on ADUs located within the unincorporated County; and

WHEREAS, there are forty-five (45) such deed restrictions in existence, but some of the required units were never built, are unoccupied, or are not being used by qualified deed restricted occupants, and the County would like to accurately determine the status of all deed-restricted ADUs; and

WHEREAS, the primary purpose for enacting an emergency temporary moratorium on the acceptance, processing, or approval of the termination of existing deed restrictions on ADUs is to provide the County sufficient time to develop and promulgate amendments to LUC Section 5-1303 and other sections of the Land Use Code, as necessary, pertaining to the Deed Restricted Accessory Dwelling Units, which requires a review and recommendation by the County Planning Commission and a duly noticed BOCC public hearing. The intent of the new LUC provisions prepared and implemented during the moratorium period is to establish an improved process and standards for consideration of requests for termination of deed restrictions that are consistent with the County’s Affordable Housing Regulations; and

WHEREAS, Resolution #2020-28 expires at 11:59 p.m. on April 21, 2021, unless confirmed and renewed by the BOCC following a duly noticed regular or special meeting for an additional period of up to six months before its expiration; provided, however, that should the Board consider LUC amendments that are intended to provide adequate

standards before the moratorium expiration date, the moratorium shall expire effective upon the Board's final action regarding such LUC amendments; and

WHEREAS, County Planning Staff initially estimated that the development and implementation of such revisions to the LUC regarding deed restricted ADUs should be completed within approximately four to six months; and

WHEREAS, County Planning Staff has been working with the San Miguel Regional Housing Authority to review and verify the status of the existing ADU's and need additional time for the development and implementation of such revisions to the LUC regarding deed restricted ADUs; and

WHEREAS, the BOCC does hereby find and determine that an extension of the emergency temporary moratorium on the termination of ADU deed restrictions within all zone districts is necessary for the immediate preservation and protection of the public health, safety, and welfare of the citizens of San Miguel County.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Effective immediately upon the adoption of this Resolution, the San Miguel County Planning Department and all other County Departments, are prohibited from conducting pre-application conferences, accepting, processing, and/or approving land use development applications, special use permit applications, and/or development permits, building permit applications and/or permits, and/or any applications for the termination of ADU deed restrictions in all zone districts of unincorporated San Miguel County.
2. The temporary emergency moratorium enacted according to this Resolution shall expire at 11:59 p.m. on October 21, 2021, unless confirmed and renewed by the BOCC following a duly noticed regular or special meeting for an additional period of up to six months before its expiration; provided, however, that should the Board consider LUC amendments that are intended to provide adequate standards before the moratorium expiration date, the moratorium shall expire effective upon the Board's final action regarding such LUC amendments.
3. This emergency temporary moratorium does not amend the Land Use Code, which shall remain in full force and effect. In the event of any conflict(s) between this emergency temporary moratorium and the Land Use Code, the provisions of this moratorium shall control and supersede any conflicting provisions in the Land Use Code.
4. If any one or more section or provisions of this Resolution shall be adjudged by a Court of competent jurisdiction to be legally unenforceable or invalid, such judgment shall not affect, impair, or invalidate the

remaining provisions of this Resolution, it being the County’s intention that the various provisions set forth herein are severable.

DONE AND APPROVED by the San Miguel County Board of Commissioners on April 21, 2021, at a regular meeting held at Telluride, CO.

**BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO**

By: _____
Lance Waring, Chair

VOTE:

Hilary Cooper	Aye	Nay	Abstain	Absent
Kris Holstrom	Aye	Nay	Abstain	Absent
Lance Waring	Aye	Nay	Abstain	Absent

ATTEST:

By: _____
Carmen Warfield, Chief Deputy Clerk



AGENDA ITEM - 6.c.

TITLE:

11:15 am Executive Session: Discussion regarding violations of the County's Land Use Code - Paradigm Festival - Egnar, Owner: Robert Wright, citation (4)(b).

Presented by: Kaye Simonson, Planning Director and Amy Markwell, County Attorney

Time needed: 30 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

See CRS 30-28-124(1)(b), (1)(c) & (2)

(1)(a) It is unlawful to erect, construct, reconstruct, or alter any building or structure in violation of any regulation in, or of any provisions of, any zoning resolution, or any amendment thereof, enacted or adopted by the board of county commissioners under the authority of this part 1. Any person, firm, or corporation violating any such regulation, provision, or amendment thereof, or any provision of this part 1 is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than one hundred dollars, or by imprisonment in the county jail for not more than ten days, or by both such fine and imprisonment. Each day during which such illegal erection, construction, reconstruction, or alteration continues shall be deemed a separate offense.

(b)(I) It is unlawful to use any building, structure, or land in violation of any regulation in, or of any provision of, any zoning resolution, or any amendment thereto, enacted or adopted by any board of county commissioners under the authority of this part 1. Any person, firm, or corporation violating any such regulation, provision, or amendment thereof is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than one hundred dollars, or by imprisonment in the county jail for not more than ten days, or by both such fine and imprisonment. Each day during which such illegal use of any building, structure, or land continues shall be deemed a separate offense.

(II) Whenever a county zoning official authorized pursuant to section 30-28-114 has personal

knowledge of any violation of this paragraph (b), he or she shall give written notice to the violator to correct the violation within ten days after the date of the notice. Should the violator fail to correct the violation within the ten-day period, the zoning official may request that the sheriff of the county issue a summons and complaint to the violator, stating the nature of the violation with sufficient particularity to give notice of the charge to the violator. The summons and complaint shall require that the violator appear in county court at a definite time and place stated therein to answer and defend the charge.

(III) One copy of said summons and complaint shall be served upon the violator by the sheriff of the county in the manner provided by law for the service of a criminal summons. One copy each shall be retained by the sheriff and the county zoning official, and one copy shall be transmitted by the sheriff to the clerk of the county court.

(c) It is the responsibility of the county attorney to enforce the provisions of this subsection (1). In the event that there is no county attorney or in the event that the board of county commissioners deems it appropriate, the board of county commissioners may appoint the district attorney of the judicial district to perform such enforcement duties in lieu of the county attorney.

(2) In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, or used, or any land is or is proposed to be used, in violation of any regulation or provision of any zoning resolution, or amendment thereto, enacted or adopted by any board of county commissioners under the authority granted by this part 1, the county attorney of the county in which such building, structure, or land is situated, in addition to other remedies provided by law, may institute an injunction, mandamus, abatement, or other appropriate action or proceeding to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, alteration, or use. In the event that there is no county attorney or in the event that the board of county commissioners deems it appropriate, the board of county commissioners may appoint the district attorney of the judicial district to perform such enforcement duties in lieu of the county attorney.

Advertisements refencing the Paradigm Festival

The festival: <https://stayhappening.com/e/paradigm-2021-rise-above-E2ISTHPK9Y5>

The campground: <https://www.facebook.com/SerenityEcoVillage?fref=ts>

FISCAL IMPACT:

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



AGENDA ITEM - 7.a.

TITLE:

Approval of Chair's signature on Social Services Department Balance Sheet February 2021, Earned Revenue and Expenditures February 2021, Expenditures through Electronic Benefit Transfers March 2021, Check Register for the Month of March 2021, MOE Report FEB-21 and 2021 Caseload Report/MOTION

Presented by: Carol Friedrich, County Social Services Director

Time needed: 10 mins

PREPARED BY:

Carol Friedrich, Dept. of Social Services

RECOMMENDED ACTION/MOTION:

Approval of Chair's signature on Social Services Department Balance Sheet February 2021, Earned Revenue and Expenditures February 2021, Expenditures through Electronic Benefit Transfers March 2021, Check Register for the Month of March 2021, MOE Report FEB-21 and 2021 Caseload Report

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
			Social Services
Description:			

ATTACHMENTS:

Description
April Report

Upload Date
4/14/2021

DEPARTMENT OF SOCIAL SERVICES

SAN MIGUEL COUNTY

PO BOX 96

TELLURIDE, CO 81435

phone (970) 728-4411

fax (970) 728-4412

I, Carol Friedrich, Director of Social Services of San Miguel County, Colorado, hereby present the attached financial reports:

Balance Sheet, February 2021

Earned Revenue and Expenditures, February 2021

Expenditures through Electronic Benefit Transfers, March 2021

Check Register for the Month of March 2021

County Allocation / MOE Report, FEB-21

2021 Caseload Report

and certify that detailed, additional financial reports are available for inspection.



Carol Friedrich, Director

I, _____, Chair of San Miguel County Board of Commissioners, hereby certify that the payments that are listed and set forth on the attached reports have been approved, and the payments issued from the Social Services fund.

Chair, April 21, 2021

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
BALANCE SHEET
FEBRUARY 2021

ASSETS:

CASH:

101.1000	CASH - GENERAL	47,101.06	
101.2000	CASH - IV-E RESERVES	0.00	
101.3000	CASH - PARENTAL FEES	6,792.09	
101.4000	CASH - CSBG	0.00	
101.5000	CASH - PETTY	50.00	
101.4381	CASH - CBMS	0.00	
115.1000	A/R - TANF	15,916.57	
115.2000	A/R - AND	687.00	
115.3000	A/R - OAP	571.50	
115.4000	A/R - CC	0.00	
115.5000	A/R - LEAP	0.00	
115.6000	A/R - MEDICAID	0.00	
115.7000	A/R - FOOD ASSISTANCE	18,138.54	
115.8000	A/R - CHILD SUPPORT	125,549.19	
115.9000	A/R - ERRONEOUS DISBURSEMENTS	0.00	
	TOTAL CASH		214,805.95

DUE TO DUE FROM

132.4200	DTDF - TANF	853.72	
132.2300	DTDF - CHILD CARE	(358.92)	
132.2500	DTDF - CORE	0.00	
132.1210	DTDF - CHILD WELFARE	11,328.34	
132.M100	DTDF - MEDICAID	5,304.66	
132.7000	DTDF - ADMIN	7,409.47	
132.4011	DTDF - NON ALLOCATED ADMIN	(69.24)	
132.1010	DTDF - ADULT PROTECTION	562.79	
132.8000	DTDF - CHILD SUPPORT	709.96	
132.6300	DTDT - FA JOB SEARCH	0.00	
132.5000	DTDF - LEAP	9,009.94	
132.4800	DTDF - AND	0.00	
132.4600	DTDF - HOME CARE ALLOWANCE	0.00	
132.4050	DTDF - OAP ADMIN	222.15	
132.9700	DTDF - TANF WORK PARTICIPATION	0.00	
132.8500	DTDF - TANF COLLECTIONS	47.48	
132.1296	DTDF - FA COLLECTIONS	0.00	
132.9800	DTDT - COST ALLOCATION	0.00	
132.9430	DTDF - STATE INCENTIVES	937.14	
132.9450	DTDF - FEDERAL INCENTIVES	0.00	
132.0000	DTDF - ADVANCES	4,000.00	
132.0310	DTDF - IV-E SANCTIONS	0.00	
132.1296	DTDF - CW DISCRETIONARY GRANT	0.00	
132.1590	DTDF - PARENTAL FEE	0.00	
132.9820	DTDF - CW SUB ADOPT	(109.83)	
	TOTAL DUE TO DUE FROM		39,847.66

FIXED ASSETS

		18,749.00	
	TOTAL ASSETS		18,749.00
			273,402.61

LIABILITIES:

215.1000	A/R CONTRA - TANF	(15,916.57)
215.2000	A/R CONTRA - AND	(687.00)
215.3000	A/R CONTRA - OAP	(571.50)
215.4000	A/R CONTRA - CC	0.00
215.5000	A/R CONTRA - LEAP	0.00
215.6000	A/R CONTRA - MEDICAID	0.00
215.7000	A/R CONTRA - FOOD ASSISTANCE	(18,138.54)
215.8000	A/R CONTRA - CHILD SUPPORT	(125,549.19)
215.9000	A/R CONTRA - ERRONEOUS DISBURSEMENTS	0.00
220.4000	DEFERRED REVENUE - IV-E	0.00
220.5000	DEFERRED REVENUE - PARENTAL	(6,792.09)
220.6000	DEFERRED REVENUE - CSBG	0.00
220.4381	DEFERRED REVENUE - CBMS	0.00
220.7000	A/P - INDIRECT COST ALLOCATION	0.00
220.8200	DEFERRED REVENUE IV-D FED INC	0.00
221.1000	SUSPENSE - MISC	(3,656.34)
221.2000	SUSPENSE - MT	(3,656.34)
221.4000	SUSPENSE - TEFAP	0.00
		<hr/>
TOTAL LIABILITIES		(174,967.57)

RESERVE:

FUND BALANCE AS OF 12/31/20	(83,342.38)
	<hr/>
TOTAL RESERVE	(102,091.38)
	<hr/>
TOTAL LIABILITIES AND RESERVE	(277,058.95)

SAN MIGUEL COUNTY DSS
EARNED REVENUE YTD 100%
FEBRUARY 2021

	REVISED BUDGET	YTD REVENUES EARNED	% OF REVENUES COLLECTED
CURRENT PROPERTY TAX	135,382.00	43,065.80	32%
SPECIFIC OWNERSHIP	4,000.00	935.57	23%
DELINQUENT & INTEREST	700.00	240.75	-34%
 COLORADO WORKS			
ADMIN	40,000.00	1,898.63	5%
GRANTS	40,000.00	3,012.46	8%
 CHILD CARE			
ADMIN	10,000.00	1,434.89	14%
CLIENT BENEFITS	100,000.00	11,829.93	12%
 CHILD WELFARE			
CHILD WELFARE 80/20	280,000.00	37,114.87	13%
CHILD WELFARE 100%	10,000.00	39.36	0%
IV-E SANCTIONS		0.00	
CW - DISCRETIONARY GRANT		0.00	
 COUNTY ADMINISTRATION	80,000.00	11,228.31	14%
HCPF - MEDICAID	60,000.00	7,753.52	13%
ADULT PROTECTION	12,000.00	946.77	8%
ADULT PROTECTION CLIENT	1,600.00	0.00	0%
 CW CORE SERVICES 80/20	16,000.00	0.00	0%
CW CORE DAY TREATMENT 100%	28,000.00	0.00	0%
 CHILD SUPPORT	9,600.00	1,471.46	15%
 LEAP			
ADMIN/OUTREACH	26,450.00	11,159.97	42%
BASIC	50,000.00	17,574.89	35%
 OAP			
HOME CARE ALLOWANCE		0.00	
ADMIN	6,000.00	404.08	7%
GRANTS	40,000.00	911.66	2%
 AID TO NEEDY DISABLED	2,400.00	173.60	7%
 FOOD ASSISTANCE BENEFITS	450,000.00	129,976.82	29%
GRANTS/INCENTIVES	5,000.00	2,215.17	44%
RETAINED COLLECTIONS	800.00	162.78	20%
COUNTY BACKFILL	30,000.00	0.00	0%
 TOTAL BUDGETED REVENUES	1,437,932.00	283,069.79	20%

SAN MIGUEL COUNTY DSS
EXPENDITURES YTD 100%
FEBRUARY 2021

	REVISED BUDGET	EXPENDITURES YTD	% OF BUDGET EXPENDITURES SPENT
TANF			
ADMIN	45,000.00	2,262.89	5%
GRANTS	45,000.00	3,474.00	8%
CHILD CARE			
ADMIN	10,000.00	1,434.89	14%
CLIENT BENEFITS	128,600.00	16,334.76	13%
CHILD WELFARE			
CHILD WELFARE 80/20%	325,000.00	46,119.03	14%
CHILD WELFARE 100%	10,000.00	39.36	0%
CW - DISCRETIONARY GRANT	0.00	0.00	
		0.00	
COUNTY ADMINISTRATION	95,000.00	14,035.40	15%
HCPF - MEDICAID	71,000.00	9,091.34	
NON ALLOCATED ADMIN		138.48	
ADULT PROTECTION	15,000.00	1,183.47	8%
ADULT PROTECTION CLIENT	2,000.00	0.00	0%
CW CORE SERVICES 80/20	20,000.00	0.00	0%
CW CORE DAY TREATMENT 100%	28,000.00	0.00	0%
CHILD SUPPORT	12,000.00	1,593.96	13%
LEAP			
LEAP ADMIN/OUTREACH	26,450.00	11,159.97	42%
LEAP BASIC BENEFITS	50,000.00	17,574.89	35%
OAP			
OAP HOME CARE ALLOWANCE		0.00	
OAP ADMIN	6,000.00	404.08	7%
OAP GRANTS	40,000.00	911.66	2%
AID TO NEEDY DISABLED	3,000.00	217.00	7%
GENERAL ASSISTANCE	10,000.00	0.00	0%
FA REFUNDS		0.00	
FOOD ASSISTANCE BENEFITS	450,000.00	129,976.82	29%
DIRECT COST ALLOCATION	(6,000.00)	0.00	0%
COUNTY FUNDED GRANTS	60,500.00	0.00	0%
COUNTY ONLY EXPENSES		(1,266.83)	
TOTAL BUDGETED EXPENDITURES	1,446,550.00	254,685.17	18%

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES

CHECK REGISTER

MARCH 2021

Warrant No.	Date	To	WARRANT AMOUNT
	9-Mar	FIRST NET	\$196.24
	11-Mar	CHP	\$7,786.85
	11-Mar	LINCOLN FINANCIAL	\$133.30
	12-Mar	PAYROLL	\$15,999.31
	12-Mar	CCOERA	\$786.28
31124	4-Mar	SAN MIGUEL COUNTY	\$26.23
31125	4-Mar	COMMUNITY OPTIONS	\$2,000.00
31126	4-Mar	VOLUNTEERS OF AMERICA	\$10,000.00
31127	4-Mar	ONE TO ONE MENTORING	\$9,000.00
31128	4-Mar	DOLORES COUNTY SENIOR SERVICES	\$5,000.00
31129	4-Mar	CASA	\$1,000.00
31130	4-Mar	SAN MIGUEL RESOURCE CENTER	\$8,000.00
31131	4-Mar	VOID	\$0.00
31132	4-Mar	NEMT	\$900.00
	19-Mar	CENTURY LINK	\$23.29
31151	24-Mar	XEROX	\$145.55
31152	24-Mar	HCCC	\$46.00
31153	24-Mar	QUILL	\$49.33
31154	24-Mar	SUSAN KERR	\$18.98
31155	24-Mar	NORTHWEST PARKWAY LLC	\$21.00
31156	24-Mar	SAN MIGUEL FINANCE OFFICE	\$300.00
	26-Mar	PAYROLL	15,421.94
	26-Mar	CCOERA	783.91

GRAND TOTAL

77,638.21

SAN MIGUEL COUNTY DSS
EXPENDITURES THROUGH ELECTRONIC BENEFIT TRANSFER
MARCH 2021

	CASES	TOTAL COST
TANF(Temporary Aid to Needy Families)	2	787.00
OAP(Old Age Pension)	7	613.50
AND(Aid to Needy Disabled)	0	0.00
CHILD CARE	15	7,648.79
CHILD WELFARE	5	5,655.95
CORE SERVICES	0	0.00
FOOD ASSISTANCE	186	66,095.00
LEAP(Low-income Energy Assistance Program)	10	5,215.70
TOTALS	225	86,015.94

*THESE ARE OUR BEST ESTIMATES BASED
ON THE DISCREPANCIES BETWEEN THE
COLORADO FINANCIAL MANAGEMENT SYSTEM
AND THE COLORADO BENEFIT MANAGEMENT
SYSTEM.

SAN MIGUEL COUNTY ALLOCATIONS/MOE REPORT

Period: FEB-21

CTY=113 (San Miguel)

	FY BUDGET BALANCES	FY ACTUAL YTD EXPENDITURES	FUNDS AVAILABLE	BUDGET VS ACTUALS FY VARIANCE
COLORADO WORKS BLOCK GRANT	97,065.00	36,800.99	60,264.01	0.38
NET COLORADO WORKS MOE	0.00	6,427.43	(6,427.43)	n/m
CHILD CARE ALLOCATION:				
CHILD CARE DIRECT	0.00	73,924.23	(73,924.23)	n/m
CHILD CARE TRANSFER		20,728.17	(20,728.17)	
CHILD CARE ADMINISTRATION	0.00	6,579.78	(6,579.78)	n/m
TOTAL CHILD CARE ALLOCATION	134,127.00	101,232.18	32,894.82	0.75
NET CHILD CARE COUNTY MOE	0.00	9,158.64	(9,158.64)	n/m
CHILD WELFARE ALLOCATION:				
CHILD WELFARE 80/20 ALLOCATION ITEMS:				
CHILD WELFARE OUT-OF-HOME ALLOCATION	0.00	31,325.65	(31,325.65)	n/m
CHILD WELFARE ADMIN 80/20	279,542.00	144,670.68	134,871.32	0.52
CHILD WELFARE CASE SERVICES	0.00	0.00	0.00	n/m
CHILD WELFARE RELATED CHILD CARE	0.00	2,964.77	(2,964.77)	n/m
CHILD WELFARE SUBSIDIZED ADOPTION	0.00	0.00	0.00	n/m
CHILD WELFARE 100% ADMINISTRATION	25,795.00	121.84	25,673.16	0.00
TOTAL CHILD WELFARE 80/20 AND 100% ALLOC	305,337.00	179,082.94	126,254.06	0.59
CHILD WELFARE RTC ALLOCATION	0.00	0.00	0.00	n/m
CHILD WELFARE CHRP ALLOCATION	0.00	0.00	0.00	n/m
CHILD WELFARE CPA-MHASA	0.00	0.00	0.00	n/m
TOTAL CHILD WELFARE ALLOCATION	305,337.00	179,082.94	126,254.06	0.59

COUNTY ADMINISTRATION ALLOCATION	80,762.00	71,677.45	9,084.55	0.89
HCPF REGULAR ADMIN ALLOCATION	20,531.75	21,568.27	(1,036.52)	1.05
HCPF ENHANCED ADMIN ALLOCATION	37,798.61	28,824.26	8,974.35	0.76
ADULT PROTECTION ADMINISTRATION	18,019.00	5,185.89	12,833.11	0.29
ADULT PROTECTION CLIENT SERVICES	2,000.00	-	2,000.00	0.00
CORE SERVICES ALLOCATION:				
CORE SERVICES MENTAL HEALTH 100%	0.00	1,460.00	(1460.00)	n/m
CORE SERVICES ADAD 100%	0.00	0.00	0.00	n/m
CORE SERVICES SPECIAL ECONOMIC ASSIST 100%	674.76	100.00	574.76	0.15
CORE SERVICES OTHER 100%	28,665.66	0.00	28,665.66	n/m
CORE SERVICES 80/20	15,725.26	277.50	15,447.76	n/m
TOTAL CORE SERVICES ALLOCATION	45,065.68	1,837.50	43,228.18	0.04
LEAP OUTREACH ALLOCATION	26,000.00	11,297.29	14702.71	0.43
FEDERAL FISCAL YEAR PROGRAMS (ENDING SEP. 30): *				
NON-FISCAL YEAR PROGRAMS: *				
* - NOTE: Expenditures Refer to State Fiscal Year-To-Date				

SAN MIGUEL COUNTY BOARD OF SOCIAL SERVICES
CASELOAD REPORT 2021

	TANF	DIVER- SION	O.A.P + HCA	AND,SSI +SSA	HCBS	MED	LEAP	CHILD CARE	FS	GA	TOTAL
March 2020	2	0	8	71	15	619	60	32	124	1	932
April 2020	3	6	8	71	18	717	74	3	200	0	1100
May 2020	4	3	8	74	17	763	83	37	221	0	1210
June 2020	3	1	8	75	18	774	88	34	228	1	1230
July 2020	3	4	8	75	17	807	99	32	237	0	1282
August 2020	1	1	7	74	15	826	99	32	223	0	1278
September 2020	2	2	7	75	16	834	0	28	210	0	1174
October 2020	1	0	5	75	16	863	3	21	168	0	1152
November 2020	2	0	6	76	16	876	13	28	172	0	1189
December 2020	3	1	7	75	16	894	26	24	180	0	1226
January 2021	2	0	7	75	17	916	43	23	183	0	1266
February 2021	2	1	7	78	17	951	50	22	194	0	1322
March 2021	2	1	8	81	18	960	60	21	193	0	1344
TANF	Temporary Need to Aid to Needy Families (Colorado Works)					LEAP		Low Income Energy Assistance Program			
DIVERSION	Colorado Works Diversion Program					CHILD CARE		Child Care Assistance Program			
OAP + HCA	Old Age Pension + Home Care Allowance					FS		Supplemental Nutrition Assistance Program			
AND, SSI, SSA	Aid to Needy Disabled, Social Security							(AKA Food Stamps)			
HCBS	Home Care Based Services					EF		Employment First			
MED	Medicaid					GA		General Assistance			



AGENDA ITEM - 7.b.

TITLE:

Approval of Chair's signature on a proclamation by the Board of Commissioners proclaim April 2021 as Child Abuse Prevention Month./MOTION

Presented by: Carol Friedrich, County Social Services Director

Time needed: 10 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To approve Chair's signature on a Proclamation 2021-004 declaring April 2021 as Child Abuse Prevention Month.

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
Proclamation 2021-004	4/14/2021
PowerPoint	4/14/2021

**PROCLAMATION OF THE BOARD OF COMMISSIONERS OF
SAN MIGUEL COUNTY, COLORADO, DO HEREBY
PROCLAIM APRIL 2021 AS CHILD ABUSE PREVENTION MONTH**

PROCLAMATION 2021 - 004

WHEREAS, The theme of the April 2021 Child Abuse Prevention (CAP) Month is “Growing a Better Tomorrow for All Children, Together”; and

WHEREAS, Throughout CAP Month, Prevent Child Abuse America, Illuminate Colorado and San Miguel are using a community garden metaphor to reinforce the message that “Every day, we help positive childhood experiences take root”; and

WHEREAS, Children are locally grown. We work together to cultivate relationships, connections, and environments that help every child thrive; and

WHEREAS, We harvest what we sow. We plant seeds of support for all children to yield healthier adults with abundant futures; and

WHEREAS, Our work is rooted in science. We know positive childhood experiences in nurturing environments provide fertile ground for physical and mental health, learning, and social skills to flourish; and

WHEREAS, We unearth the possibilities. We focus on innovation every day to give every child what they need and to build bountiful, safe communities; and

WHEREAS, Planning and purpose create common ground. We share resources equitably, expand access to services, and balance conditions for positive childhood experiences to enrich every community; and

WHEREAS, We tend and replenish the soil. We offer homegrown solutions and hardy support to protect what we grow in all elements; and

WHEREAS, Just as the sun’s energy provides nourishment to the garden, hope and commitment provide powerful nourishment for the future. We combine the promise of a better tomorrow with our resolve to nourish all children and their families in every season.

NOW, THEREFORE, We, the San Miguel County Board of County Commissioners, do hereby proclaim April 2021 as CHILD ABUSE PREVENTION MONTH in San Miguel County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

DONE AND APPROVED by the Board of Commissioners of San Miguel County, Colorado, at a duly noticed public meeting held in Telluride, Colorado, on April 21, 2021.

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

Lance Waring, Chair

ATTEST:

Carmen L. Warfield, Chief Deputy Clerk to the Board

VOTE:

Hilary Cooper	Aye	Nay	Abstain	Absent
Kris Holstrom	Aye	Nay	Abstain	Absent
Lance Waring	Aye	Nay	Abstain	Absent

GROWING

a Better Tomorrow for All Children,

TOGETHER



lluminate
Building Brighter Childhoods



Prevent Child Abuse
America



Children are **LOCALLY GROWN**



illuminate
Building Brighter Childhoods



**Prevent Child Abuse
America®**

We HARVEST What We SOW



illuminate
Building Brighter Childhoods



**Prevent Child Abuse
America®**



Our Work is

ROOTED IN SCIENCE



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**Prevent Child Abuse
America®**



We UNEARTH the POSSIBILITIES



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Prevent Child Abuse
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Planning and Purpose Create **COMMON GROUND**



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**Prevent Child Abuse
America**

We Tend and **REPLENISH** the **SOIL**



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Building Brighter Childhoods



**Prevent Child Abuse
America®**

Hope and Commitment are **POWERFUL FERTILIZERS**



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Building Brighter Childhoods



**Prevent Child Abuse
America®**



**TODAY IS
WEAR BLUE
DAY!**

Show support for
POSITIVE CHILDHOOD EXPERIENCES
for all children.

#WearBlueDay2021



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Prevent Child Abuse
America®

Join the Virtual **PINWHEEL GARDEN**



**Show your support for growing a better
tomorrow for all children, together.**



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**Prevent Child Abuse
America**



AGENDA ITEM - 8.a.

TITLE:

12:45 pm Recognition of Henry Mitchell and the work he has done on behalf of San Miguel County.

Presented by: Sheriff Masters

Time needed: 10 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:			



AGENDA ITEM - 8.b.

TITLE:

12:55 pm Discussion and update with the San Miguel County Stakeholders concerning the COVID 19 outbreak.

Presented by: Grace Franklin, Public Health Director

Time needed: 75 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:			



AGENDA ITEM - 8.c.

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:

Update with the County Manager, and other as needed.

Presented by: Mike Bordogna, County Manager

Time needed: 10 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:			



AGENDA ITEM - 9.b.

TITLE:

Discussion on the need for a Recovery Manager.

Presented by: Mike Bordogna, County Manager

Time needed: 15 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:			



AGENDA ITEM - 9.c.

TITLE:

Updates with Kris Holstrom.

Presented by:

Time needed: 5 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:			



AGENDA ITEM - 9.d.

TITLE:

Updates with Hilary Cooper and Legislative updates.

Presented by:

Time needed: 10 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:			



AGENDA ITEM - 9.e.

TITLE:

Update on the Wolf Introduction

Presented by: Hilary Cooper, Commissioner

Time needed: 10 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:			



AGENDA ITEM - 9.f.

TITLE:

Updates with Lance Waring.

Presented by:

Time needed: 5 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:			



AGENDA ITEM - 10.a.

TITLE:

Public Comment on items not on the agenda.

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:			