**ARCHULETA COUNTY**
**BOARD OF COUNTY COMMISSIONERS**

**CALL TO ORDER THE REGULAR MEETING OF MARCH 15, 2016 AT 1:30 P.M.**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**DISCLOSURES AND/OR CONFLICT OF INTEREST**

**APPROVAL OR ADJUSTMENTS TO AGENDA**

* Executive Session - Specific Agenda Topic

**PUBLIC COMMENTS FROM THE FLOOR***

This is an opportunity during the session for the public to address the Commissioner. Please step up to the podium, **STATE YOUR NAME AND ADDRESS FOR THE RECORD** and keep your comments to 3 minutes **(the Board is not required to discuss your comment or make a decision regarding your comment, under this section**).

**LIQUOR BOARD**

A. **Special Events Permit For Humane Society Of Pagosa Springs**

This is an application for a Special Events Permit for the Humane Society of Pagosa Springs to serve malt, vinous and spirituous liquor at 230 Port Avenue for the Annual Chocolate Auction on April 2, 2016. The Sheriff has been notified of this event. The proper fees were collected and the premise was posted for the required ten (10) days prior to today's hearing.

| | |
|---|---|
| Presentor | Tonya McCann |
| Presentor's Title | Executive Assistant |

Documents: HUMANE SOCIETY 4-2-16.PDF

B. **Special Events Permit For Our Savior Lutheran Church Of Pagosa Springs**

This is an application for a Special Events Permit for Our Savior Lutheran Church and School to serve malt, vinous and spirituous liquor at 56 Meadows Drive for a Fundraiser Event on March 19, 2016. The Sheriff has been notified of this event. The proper fees were collected and the premise was posted for the required ten (10) days prior to today's hearing.

| | |
|---|---|
| Presentor | Tonya McCann |
| Presentor's Title | Executive Assistant |

Documents: OUR SAVIOR LUTHERAN 3-19-16.PDF

**LAND USE REGULATION HEARING**

A. **Consideration And Approval Of The SourceGas Development Improvements**

**Agreement, For Lot 7X, Cloman Industrial Park**

SourceGas Distribution LLC/Black Hills Gas Distribution, LLC, is requesting approval of a Development Improvements Agreement, so they can apply to temporarily occupy their new office building at 520 Cloman Blvd (Lot 7X, Cloman Industrial Park) before finishing all site improvements required by their Site Plan and Variance approvals.

| | |
|---|---|
| Presentor | John Shepard, AICP |
| Presentor's Title | Planning Manager |

Documents: SOURCEGAS_IMPROVEMENTS_AGREEMENT-BOCC_20160315_STAFF_REPORT.PDF, A1-PROPOSED_SOURCEGAS-DEVELOPMENT_IMPROVEMENTS_AGREEMENT.PDF

## CONSENT AGENDA

A. **PAYROLL, PAYABLE WARRANTS AND PURCHASE CARDS**

**March 3, 2016 - March 15, 2016, Payroll, Payable Warrants and Purchase Cards**

B. **REGULAR MEETING MINUTES**

**Regular Meeting Minutes of March 1, 2016**

Draft of the Regular Meeting of March 1, 2016.

Documents: MINUTES 03-01-16R.PDF

C. **SPECIAL MEETING MINUTES**

**Special Meeting Minutes for March 4, 2016**

Draft of the Special Meeting minutes for March 4, 2016

Documents: 3-4 MINUTES.PDF

**Special Meeting Minutes of March 8, 2016**

Draft for approval of the Special Meeting held on March 8, 2016

Documents: MINUTES.PDF

D. **Approval Of The 2015 Fourth Quarter Emergency Management Program Grant Activities And Finance Expenses**

Responsible Staff Person: Thad McKain, Director of Emergency Management

Documents: 4TH QUARTER EMPG-LEMS GRANT ACTIVITIES.PDF

E. **Consideration And Approval Of A Letter Of Support For The Town Of Pagosa Springs**

Town of Pagosa Springs is requesting a letter of support for the upcoming submittal of an SHF grant application on April 1, 2016 for the Old Pagosa Water Treatment Plant. Provided for context is a letter of support endorsed by the Board of County Commissioners last fall.

Documents: 20160308153740991.PDF, COUNTY COMMISSIONERS.PDF

F. **Consideration And Approval Of The Coronor Independent Contractor Agreement**

The County Coroner has on occasion the need for assistance in the execution of his office. This assistance is accomplished through the employ of Deputy Coroners. It has been the practice of Archuleta County to enter into independent contractor agreements with

individuals for those services. Attached for your consideration is a proposed contract.

Documents: MARCI JURY - CORONERS INDEPENDENT CONTRACTOR CONTRACT 2014.PDF

G. **Consideration Of Resolution 2016-____ For The Donation Of Ammunition To The Sheriff's Department**

A local resident, James Huffman would like the County to accept a donation for the sole purpose of acquiring ammunition to be used by the Sheriff's Department for training purposes.

Responsible Staff: Larry Walton, Finance Director

Documents: RESOLUTION ACCEPTING A DONATION FOR AMMUNITION.PDF

H. **Consideration Of Resolution 2016 - ____ Consolidate 2 Lots Into 1 Pagosa Highlands Estates Owned By Gerald D. Shoaf And Claire R. Harrison**

This request is to consider the Resolution authorizing the consolidation of Lots 140 and 141 Pagosa Highlands Estates, to become Lot 141X owned by Gerald D. Shoaf and Claire R. Harrison.

Responsible Staff Person: John Shepard, County Planner

Documents: RESOLUTION - SHOAF LOT CONSOLIDATION.PDF, SHOAF AND HARRISON O AND E.PDF

I. **Consideration Of Resolution 2016 - _____ To Consolidate 2 Lots Into 1 Pagosa Vista Owned By Carolanne P. Kidd**

This request is to consider the Resolution authorizing the consolidation of Lots 585 and 586 Pagosa Vista, to become Lot 585X owned by Carolanne P. Kidd

Responsible Staff Person: John Shepard, County Planner

Documents: RESOLUTION LOT CONSOLIDATION - KIDD.PDF, KIDD O AND E.PDF

J. **Consideration Of Resolution 2016-___ To Consolidate 2 Lots Into 1 Pagosa Trails Owned By Marty G. Ryan Trustee Of The Marty G. Ryan RLT Dated December 2, 2015**

This request is to consider the Resolution authorizing the consolidation of Lots 145 – 147 and 148-149 Pagosa Trails, to become Lot 148X owned by Marty G. Ryan Trustee of the Marty G. Ryan RLT dated December 2, 2015

Responsible Staff Person: John Shepard, County Planner

Documents: RYAN M OAND E.PDF, RESOLUTION LOT CONSOLIDATION - RYAN.PDF

## NEW BUSINESS

A. **Consideration Of Award Of The Magnesium Chloride Contract To GMCO**

Archuleta County received bids for the supply and application of Magnesium Chloride to various County Roads on February 25, 2016. The Contract would be for 2016 with the option to extend the contract in 2017 and 2018 for a total of 3 years. GMCO Corporation was the apparent low bidder. The total price per gallon to be delivered and applied to Archuleta County various Roads in 2016 is $ 0.725. The proposed application of Magnesium Chloride in 2016 to County roads will be approximately 440,000 gallons. The total cost for Magnesium Chloride will not exceed $ 319,000.

Recommended Action: Request to award the supply and application of Magnesium Chloride to GMCO at $0.725 per gallon for a total cost of $319,000.00

| | |
|---|---|
| Presentor | Ken Feyen |
| Presentor's Title | Public Works Director |

Documents: GMOC MAG 2016 CONTRACT.PDF

B. **Fixed Base Operator Lease Assignment**

Attached for your consideration is a request by the Archuleta County Airport Fixed Base Operator Marc Foulkrod an assignment and assumption of the lease that Mr. Foukrod has with the County regarding the facilities associated with the FBO.

| | |
|---|---|
| Presentor | Bentley Henderson |
| Presentor's Title | County Administrator |

Documents: AVJET ASSIGNMENT MEMO.PDF, AVJET LEASE CHANGE.PDF, AVJET LEASE ASSIGNMENT.PDF

**PUBLIC COMMENTS FROM THE FLOOR**

This is an opportunity during the session for the public to address the Commissioners on a subject not covered on the agenda. Please step up to the podium, **STATE YOUR NAME AND ADDRESS FOR THE RECORD** and keep your comments to 3 minutes **(the Board is not required to discuss your comment or make a decision regarding your comment, under this section**).

**MEDIA QUESTIONS**

**COMMISSIONER COMMENTS**

**ADJOURNMENT OF THE REGULAR BOCC MEETING**

All meetings to be held in the Archuleta County Administration Offices
398 Lewis Street, unless otherwise stated.
All Regular and Special BoCC Meetings are recorded.

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

**LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**

2110 [x] MALT, VINOUS AND SPIRITUOUS LIQUOR $25.00 PER DAY

2170 [ ] FERMENTED MALT BEVERAGE (3.2 Beer) $10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Humane Society of Pagosa Springs

State Sales Tax Number (Required): 01319126-0000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)

P.O. Box 2230
Pagosa Springs, CO 81147

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)

Pagosa Lakes Property Owners Association Clubhouse
230 Port Avenue
Pagosa Springs, CO 81147

| NAME | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
|---|---|---|---|
| 4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Lauren Wolan-Zak | | 2250 Running Horse Pl, Chromo, CO 81128 | 530-521-9384 |
| 5. EVENT MANAGER: Mike Stoll | | 88 Point Pl, Pagosa Springs, CO 81147 | 970-264-5549 |

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
[x] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
[x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [x] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

| Date | Date | Date | Date | Date |
|---|---|---|---|---|
| 4-2-16 | | | | |
| Hours From 5:00 p.m. To 10:00 p.m. | Hours From .m. To .m. | Hours From .m. To .m. | Hours From .m. To .m. | Hours From .m. To .m. |

## OATH OF APPLICANT

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

| SIGNATURE | TITLE | DATE |
|---|---|---|
| Sandra Pepper | Administrative Assistant | 1/14/16 |

## REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

| LOCAL LICENSING AUTHORITY (CITY OR COUNTY) | | TELEPHONE NUMBER OF CITY/COUNTY CLERK |
|---|---|---|
| Archuleta County | [ ] CITY [x] COUNTY | 970-264-8401 |

| SIGNATURE | TITLE | DATE |
|---|---|---|
| | Chairman | |

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

**LIABILITY INFORMATION**

| License Account Number | Liability Date | State | TOTAL |
|---|---|---|---|
| | | -750 (999) | $ |

(Instructions on Reverse Size)

Humane Society
Attn: Mike Stoll
PO Box 2230
Pagosa Springs, CO 81147

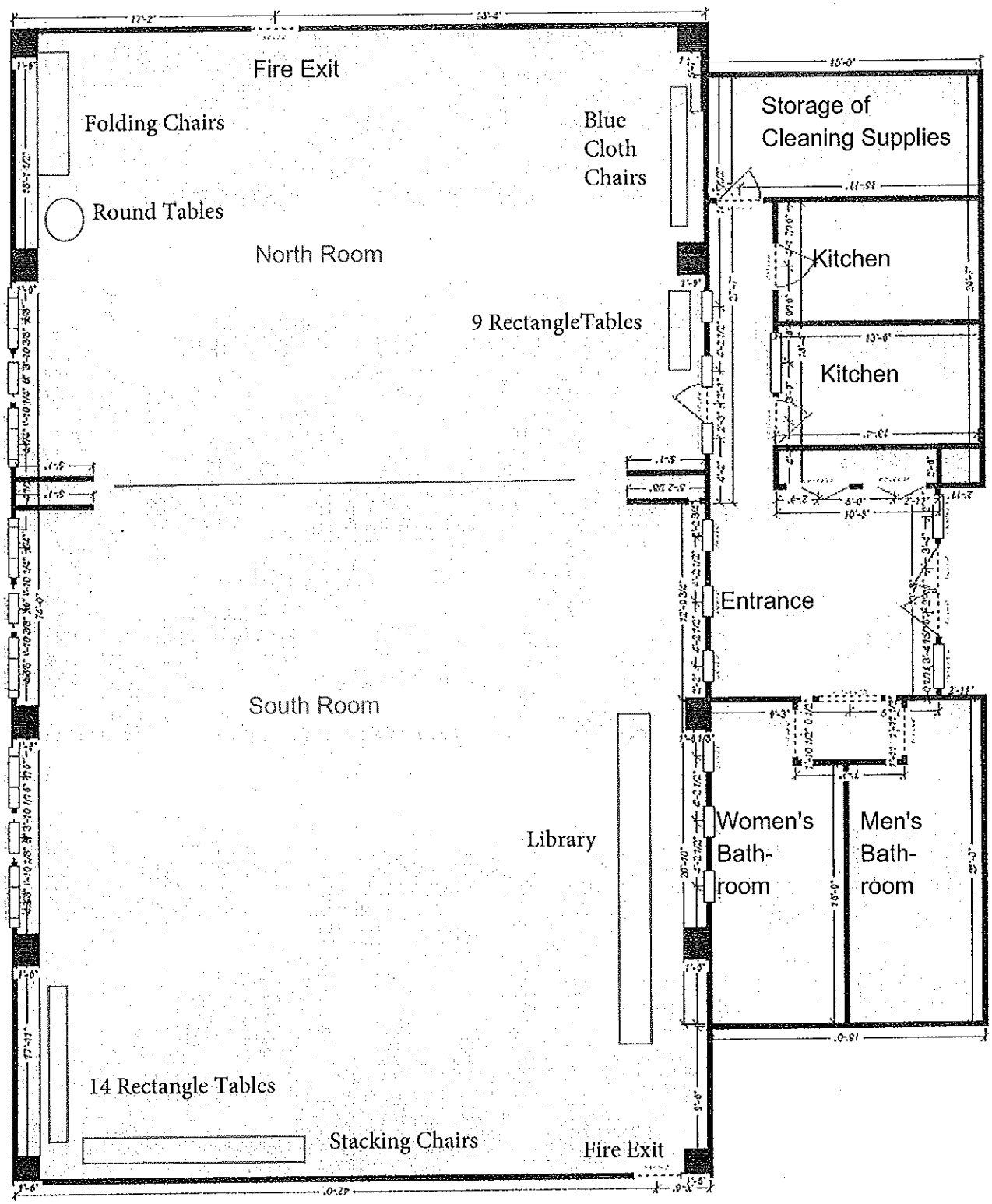
RE: Humane Society Special Event Permit

To whom it may concern:

Humane Society of Pagosa Springs has reserved the Pagosa Lakes Clubhouse for the day of Saturday, March 12th, 2016 for the annual chocolate auction. The PLPOA is granting permission to the Humane Society to have alcoholic beverages while using the clubhouse for the fundraising event. The Pagosa Lakes Clubhouse is located at 230 Port Avenue in the Vista Subdivision.

Please let me know if you have any questions.

Jenifer Pitcher
Pagosa Lakes Property Owners Association
Community Lifestyle Coordinator
(970) 731-5635 X210
jenp@plpoa.com
1/15/2016


Fire Exit
Folding Chairs
Round Tables
North Room
Blue
Cloth
Chairs
Storage of
Cleaning Supplies
Kitchen
Kitchen
9 RectangleTables
Entrance
South Room
Library
Women's
Bath-
room
Men's
Bath-
room
14 Rectangle Tables
Stacking Chairs
Fire Exit

# PAGOSA FIRE PROTECTION DISTRICT

191 N. Pagosa Blvd.
Pagosa Springs, Colorado 81147
(970) 731-4191
FAX (970) 731-4194

*District Staff:*
Diane C. Fryar, Manager
Warren J. Grams, Fire Chief/Fire Marshall
Manuel Trujillo, Asst. Chief of Maintenance

October 21 1997

PLPOA
Pagosa Lakes
Pagosa Springs CO 81147

RE: Occupant Load

Dear Waynette

I have computed the occupant load for the new multiuse building. Being that the room can be separated into two different rooms there is more than one occupant load. The requirements are as follows.

1 The small room for dinning or conferences is 82 people.

2 The large room for dinning or conferences is 120 people.

3 The combined rooms for dinning or conferences is 202 people.

4 The combined rooms for meetings with chairs set up theater style and maintaining aisle spacing on both sides and a center aisle with front and back spacing is 302 people.

Bonding of chairs. Loose seats, folding chairs, or similar seating facilities that are not fixed to the floor shall be bonded together in groups of three or more.

If you have any questions please feel free to call me.

Sincerely

Warren J. Grams
Fire Chief / Fire Marshal

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- ☐ SOCIAL
- ☐ FRATERNAL
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- ☐ OF A NATIONAL ORGANIZATION OR SOCIETY
- ☒ RELIGIOUS INSTITUTION
- ☐ PHILANTHROPIC INSTITUTION
- ☐ POLITICAL CANDIDATE
- ☐ MUNICIPALITY OWNING ARTS FACILITIES

**LIAB — TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**

2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR $25.00 PER DAY
2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) $10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Our Savior Lutheran Church and School
State Sales Tax Number (Required): 98-04948

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): 56 Meadows Dr Pagosa Springs CO 81147

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): 56 Meadows Dr Pagosa Springs CO 81147

| | NAME | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
|---|---|---|---|---|
| 4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE | Rennie Dellark | | 904 Capitan Cir | 970-903-3242 |
| 5. EVENT MANAGER | Melissa Snarr | | 29 Panorama Pl Pagosa Springs | 970-903-4454 |

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
☒ NO ☐ YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
☒ NO ☐ YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☒ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

| Date | Hours | Date | Hours | Date | Hours | Date | Hours | Date | Hours |
|---|---|---|---|---|---|---|---|---|---|
| March 19th | From 5 p.m. To 9:30 p.m. | | From .m. To .m. | | From .m. To .m. | | From .m. To .m. | | From .m. To .m. |

## OATH OF APPLICANT

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE: Melissa Snarr
TITLE: Asst Director / Teacher
DATE: 2/2/16

## REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

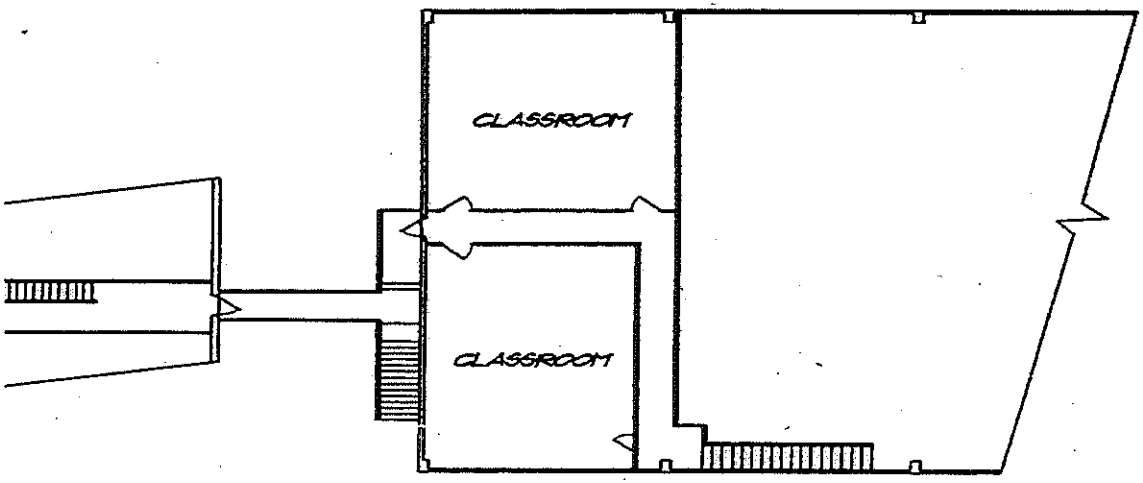
LOCAL LICENSING AUTHORITY (CITY OR COUNTY): Archuleta County
☐ CITY ☒ COUNTY
TELEPHONE NUMBER OF CITY/COUNTY CLERK: 970-264-8401
SIGNATURE:
TITLE: Chairman
DATE:

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

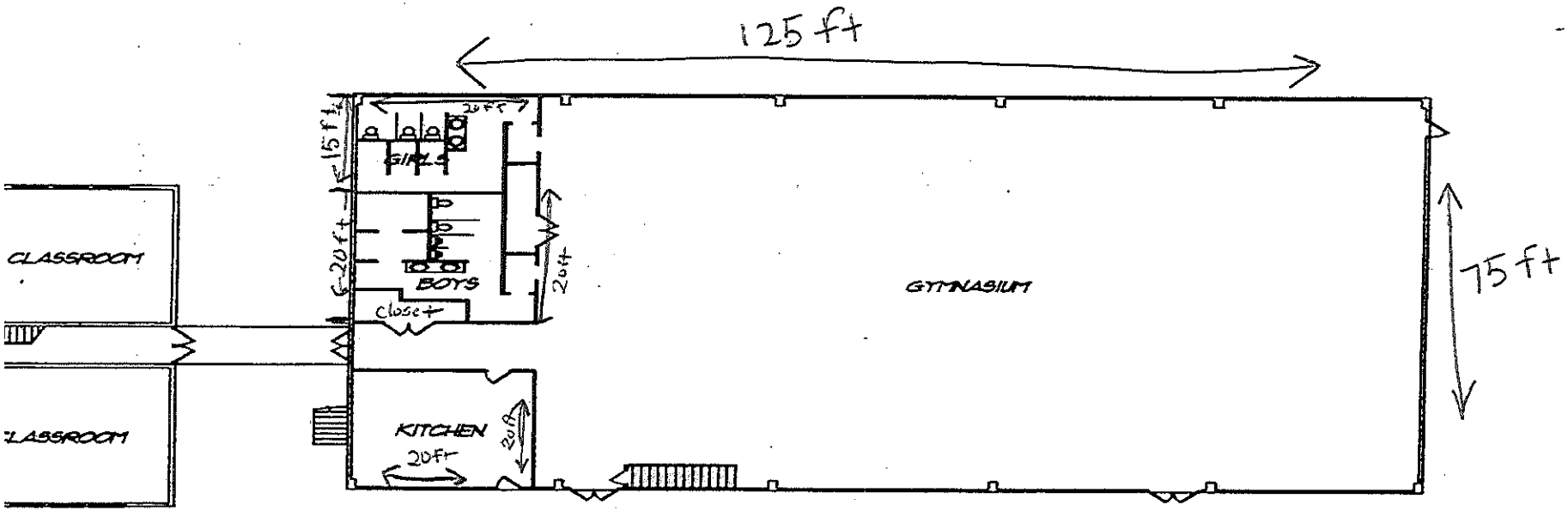
**LIABILITY INFORMATION**

| License Account Number | Liability Date | State | TOTAL |
|---|---|---|---|
| | | -750 (999) | $ |

(Instructions on Reverse Size)




'HERAN SCHOOL




'HERAN SCHOOL

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

# CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

OUR SAVIOR LUTHERAN CHURCH OF PAGOSA SPRINGS, CO.

is a

Nonprofit Corporation

formed or registered on 08/17/1983 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871534400 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/29/2016 that have been posted, and by documents delivered to this office electronically through 02/02/2016 @ 11:08:46 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/02/2016 @ 11:08:46 in accordance with applicable law. This certificate is assigned Confirmation Number 9483911 .

Secretary of State of the State of Colorado

**********End of Certificate**********

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

DR 160 (9/87)
DEPARTMENT OF REVENUE
1375 SHERMAN STREET
DENVER, COLORADO 80261

THIS LICENSE IS NOT TRANSFERABLE

# State of Colorado

## CERTIFICATE OF EXEMPTION
## FOR SALES AND USE TAX ONLY

OUR SAVIOR LUTHERAN
CHURCH
~~PO BOX 353~~ 56 Meadows Dr.
PAGOSA SPRGS CO 81147-0353

Fed tax
84-6118811 (EIN)

| ACCOUNT NUMBER | LIABILITY INFORMATION | ISSUE DATE |
|---|---|---|
| 98-04948 | 48 012 8600 9 030183 | DEC 22 1988 |
| HWY 160&MEADOWS DR PAGOSA SPRGS CO | | |

Executive Director
Department of Revenue

Reception No. _____ Recorder.
Recorded at _____ o'clock _____ M.,

(2)

# WARRANTY DEED

STATE DOCUMENTARY FEE
DATE: 04-09-04
$ Ø

**THIS DEED**, made this 6th day of April, 20 04, between The Colorado District of the Lutheran Church – Missouri Synod now known as the Rocky Mountain District of the Lutheran Church – Missouri Synod a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantor, and

Our Savior Lutheran Church of Pagosa Springs, CO
whose legal address is 56 Meadows Drive, Pagosa Springs, CO 81147
of the County of Archuleta, State of Colorado, grantee:

**WITNESSETH,** That the grantor, for and in consideration of the sum of $10.00 DOLLARS,

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, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Archuleta, State of Colorado, described as follows:

See attached Exhibit "A"

also known by street and number as: 56 Meadows Drive, Pagosa Springs, CO 81147

**TOGETHER** with all and singular the hereditaments and appurtenances thereto 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, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for itself, and its successors, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF,** The grantor has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest: ROCKY MOUNTAIN DISTRICT OF THE LUTHERAN CHURCH – MISSOURI SYNOD

Dwight D. Hellmers
Dwight D. Hellmers, Secretary

By Randall L. Golter
Randall L. Golter, President

STATE OF COLORADO }
} ss.
County of Arapahoe }

The foregoing instrument was acknowledged before me this 6th day of April, 2004, by Randall L. Golter as President and Dwight D. Hellmers as Secretary of Rocky Mountain District of the Lutheran Church – Missouri Synod a corporation. My commission expires 3/12/06

Witness my hand and official seal.

Karen K. Berger
Notary Public

n/a
Name and Address of Person Creating Newly Created Legal Description

*If in Denver, insert "City and".

WD 11.00 DF Ø
Rtn to: HCT. (739)
Will pick up

20403320 1 of 2 WD 4/9/2004 9:16:00 AM R $11.00 D $0.00 June Madrid Archuleta County, CO

# Lloyd P. "Bud" Short, P.E. - P.L.S.

Civil Engineering & Land Surveying
30 West McCabe
Pagosa Springs, CO 81147- 8400
(970) 731-3188 or 731-3386, cell phone 946-0500
e-mail: Pagosa PE PLS @aol.com


March 30, 2004

**Legal Description Lutheran Church Property located at 56 Meadows Drive**

A 3.42 acre parcel of land in the Southwest Quarter of Section 20, Township 35 North, Range 2 West, New Mexico Principal Meridian, Archuleta County, Colorado being more particularly described to wit:

Commencing at a 5/8" iron rod being the Southwest corner of said Section 20, Township 35 North, Range 2 West, run thence North 62° 21' 46" East for a distance of 1486.23 feet to a ½" iron rod with a plastic cap inscribed "L.S.18988" for the point of beginning. From the point of beginning run thence South 33° 43' 26" East for a distance of 97.24 feet to a ½" iron rod with a plastic cap inscribed "L.S.18988"; run thence South 33° 43' 26" East for a distance of 78.98 feet to a ½" iron rod with a plastic cap inscribed "L.S.26973"; run thence North 89° 35' 34" East for a distance of 143.66 feet to a ½" iron rod with a plastic cap inscribed "L.S.26973"; run thence North 0° 24' 28" West for a distance of 66.00 feet to a ½" iron rod; run thence North 89° 35' 34" East for a distance of 150.80 feet to a ½" iron rod with a plastic cap inscribed "L.S.18988"; run thence South 0° 24' 28" East for a distance of 291.14 feet to a ½" iron rod with a plastic cap inscribed "L.S.18988"; run thence South 89° 35' 34" West for a distance of 438.76 feet to a ½" iron rod with a plastic cap inscribed "L.S.26228", this preceding course being the basis of bearings for the survey; run thence North 33° 43' 27" West for a distance of 265.10 feet to an unmonumented point; run thence around a curve to the right with a radius of 20.00 feet for a distance of 31.42 feet to an unmonumented point; run thence North 56° 16' 34" East for a distance of 76.31 feet to a ½" iron rod with a plastic cap inscribed "L.S.13468"; run thence North 56° 16' 34" East for a distance of 147.94 feet to a ½" iron rod with a plastic cap inscribed "L.S.18988" being the point of beginning, parcel containing 3.42 acres, more or less.

This legal description was compiled in its entirety from information on a survey plat by Davis Engineering dated 10/04/93 on record in the Archuleta County, Colorado Clerks office filed as Survey # 206 and does not represent any field survey made by me.

COLORADO REGISTERED
LLOYD PHILLIP SHORT
3/30/04
33675
PROFESSIONAL LAND SURVEYOR


20403320 4/9/2004 9:16:00 AM June Madrid
2 of 2 WD R $11.00 D $0.00 Archuleta County, CO

20610189 10/19/2006 9:20 AM June Madrid
1 of 1 QCD R$6.00 D$0.00 Archuleta County

(1)

# QUIT CLAIM DEED

**THIS DEED**, Made this 1st day of ~~March~~ April, 2005, between **Our Savior Lutheran Church of Pagosa Springs, Colorado**

of the said County of **Archuleta** and State of **Colorado**, grantor, and
**Our Savior Lutheran Church of Pagosa Springs, Colorado**

whose legal address is **56 Meadows Drive, Pagosa Springs, Colorado 81147**

of the said County of **Archuleta** and State of **Colorado**, grantee:

**WITNESS**, that the grantor, for and in consideration of the sum of **Ten dollars and Zero cents**, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and 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 said County of **Archuleta** and State of **Colorado** described as follows:

**This deed is executed and recorded to consolidate the parcel created by Resolution No. 2004-5, Douglas W. Shelton and Linda M. Shelton, recorded 2/3/2004 as Reception No. 20401445, with parcel number 5699-203-00-018.**

STATE DOCUMENTARY FEE
DATE: 10-19-06
$ 0

as known by street and number as: **Rural Archuleta County, Colorado**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise 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 behoove 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.

**Our Savior Lutheran Church of Pagosa Springs, Colorado**

Jan Jorgensen
**Jan Jorgensen, President**

Paul Hasselbach
**Paul Hasselbach, Vice President**

**State of COLORADO )**
**) ss.**
**County of ARCHULETA )**

The foregoing instrument was acknowledged before me this 1st day of ~~March~~ April, 2005, by **Jan Jorgensen, President and Paul Hasselbach, Vice President of Our Savior Lutheran Church of Pagosa Springs, Colorado**

Witness my hand and official seal.

Jeanene W. Weidman
Notary Public
My commission expires 10/03/05

JEANENE W. WEIDMAN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 10/03/2005

Rtn to: High Country Title - File No. 200411739 WILL PICK UP
No. 933 QUIT CLAIM DEED

NO REAL PROPERTY TRANSFER
DECLARATION ACCOMPANIED
DOCUMENT AT TIME OF RECORDING
ARCHULETA COUNTY
CLERK & RECORDER

**Archuleta County**
**Development Services—Planning Department**
**1122 HWY 84**
**P. O. Box 1507**
**Pagosa Springs, Colorado 81147**
**970-264-1390**
**Fax 970-264-3338**

# MEMORANDUM

TO: Archuleta County Board of County Commissioners

FROM: John C. Shepard, AICP; Planning Manager

DATE: March 15, 2016

RE: SourceGas Development Improvements Agreement, for Lot 7X, Cloman Industrial Park.

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## EXECUTIVE SUMMARY

SourceGas Distribution LLC/Black Hills Gas Distribution, LLC, is requesting approval of a Development Improvements Agreement, so they can apply to temporarily occupy their new office building at 520 Cloman Blvd (Lot 7X, Cloman Industrial Park) before finishing all site improvements required by their Site Plan and Variance approvals.

## REVIEW PROCEDURE

The *Archuleta County Land Use Regulations* (section 6.8) provides for financial guarantee of required site improvements.

## DISCUSSION

SourceGas Distribution, which has recently been acquired by Black Hills Gas Distribution, LLC, is in the process of building an office/warehouse building in the Cloman Industrial Park, which is zoned Industrial (I). Site Plan Land Use Permit #2015-008UBR was conditionally approved by staff on June 11, 2015, and Variance #2015-014GV was approved by the Board of Adjustment on July 21, 2015. Dusty Pierce, as contractor, received Archuleta County Building Permit #2015-097 to construct the principal structure on the property. Together, Black Hills (as property owner) and Mr. Pierce (as contractor) are jointly responsible for improvements as the property developer.

Due to the weather, Mr. Pierce is estimating that the office building will be finished before all of the site improvements, including:

- Plant trees, (3) pre-purchased and held at Durango Nursery, Durango, Colorado
- Complete enclosed storm drainage and/or open channels within all drainage easements.
- Complete erosion and sediment control measures and on-site storm water management structures, outlet pipes and swales as shown in site plan.
- Provide finished grading, topsoil placement and seeding in all landscaped areas.
- Provide finished grading and gravel placement on graveled drives and parking areas.

A third-party estimate by A&M Construction & Excavating indicated a cost of $31,000 to complete these improvements. Sec. 6.8.3 requires suitable security equal to 125% of the

estimated cost of improvements. Mr. Pierce has agreed to provide a letter of credit of not less than $38,750 prior to any request for a Temporary Certificate of Occupancy, as provided in the attached Development Improvements Agreement drafted by the Archuleta County Attorney.

The Developer will notify staff when all improvements are completed. After inspection, staff will request the Board of County Commissioners release the financial guarantee.

## RECOMMENDATION AND FINDINGS

**Based on evidence provided, staff recommends the Board of County Commissioners finds that:**

a. The proposed agreement meets the requirements of Section 6.8 of the *Archuleta County Land Use Regulations*.

**And that the Board of County Commissioners approves the SourceGas Development Improvements Agreement, for Lot 7X, Cloman Industrial Park.**

## PROPOSED MOTION

**I move to approve the SourceGas Development Improvements Agreement.**

## ATTACHMENTS.

Attachment 1: Proposed Development Improvements Agreement

SOURCE GAS
DEVELOPMENT IMPROVEMENTS AGREEMENT

This Development Improvements Agreement is entered into this ___ day of March, 2016, by and between The Board of County Commissioners of Archuleta County, Colorado, (hereinafter, "County") on the one hand and Black Hills Gas Distribution, LLC, formerly known as Source Gas Distribution, LLC, a Colorado Limited Liability Company (hereinafter, "Owner") and Dusty Pierce doing business as Dusty Pierce Construction, an unincorporated tradename (hereinafter, "Contractor"), jointly and severally referred to as "Developer".

**WHEREAS**, this Agreement arises out of and relates to Archuleta County Land Use Permit #2015-008UBR, conditionally approved June 11, 2015, and Variance #2015-014GV approved July 21, 2015, (hereinafter the "Permit" and the "Variance", respectively); and

**WHEREAS,** pursuant to Archuleta County Building Permit numbered 2015-097, Developer has constructed a structure known as SOURCEGAS Distribution Office and Shop located on Lot 7X in the Cloman Industrial Park, Phase I, Archuleta County, Colorado (hereinafter, the "Structure"); and

**WHEREAS,** Developer desires to be able to occupy the structure built and referenced in the immediately preceding paragraph as a result of the Permit and the Variance at a point in time prior to completion of all of the required improvements; and

**WHEREAS**, County desires to accommodate Developer while still insuring that the public's interest in having the uncompleted improvements finished in a manner that complies with their terms of the Permit, Variance and all applicable Codes and regulations; and

**NOW THEREFORE,** in consideration of the joint and mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto state and agree as follows:

1. County will cause to be issued a Temporary Certificate of Occupancy (CO) for the Structure.

2. Developer hereby agrees to install and complete the following improvements:

   A. Plant trees, (3) pre-purchased and held at Durango Nursery, Durango, Colorado
   B. Complete enclosed storm drainage and/or open channels within all drainage easements.
   C. Complete erosion and sediment control measures and on-site storm water management structures, outlet pipes and swales as shown in site plan.
   D. Provide finished grading, topsoil placement and seeding in all landscaped areas.
   E. Provide finished grading and gravel placement on graveled drives and parking areas.

3. All of the work and improvements and other obligations and the materials therefore shall

be done, performed and installed in strict compliance and accordance with the plans as approved by Archuleta County and the standards, specifications, Building Codes, Land Use Regulations, and all other Federal, State and local rules and regulations in effect at the time of approval of the plans for the Structure and the Permit and Variance all of which plans and submittals and details are hereby adopted and made a part of this Agreement.

4.(i) Contractor shall also, on or before March **_31_**, 2016, and as a condition precedent to County's obligation to issue a Temporary Certificate of Occupancy pursuant to paragraph numbered 1, above, deliver to County a letter of credit in favor of County, as beneficiary, in the amount of not less than $**____38,750__** issued by a commercial bank reasonably acceptable to County. Such letter of credit shall be issued in accordance with the terms, conditions and requirements set forth below, and shall be held by County as security for the full and complete performance and observance by Developer of all the terms, covenants, conditions and provisions of this Development Improvements Agreement. The bank issuing the letter of credit is referred to herein as the "Bank." Contractor agrees to cause the Bank to renew such letter of credit, in the same form, from time to time during the term of this Development Improvements Agreement, at least 30 days prior to the expiration of such letter of credit or any renewal thereof (hereinafter referred to, collectively, as the "Letter of Credit"), so that a Letter of Credit issued by the Bank to County shall be in full force and effect throughout the term of the Development Improvements Agreement and continuing for 180 days after the expiration of the Development Improvements Agreement. If Developer defaults, beyond any applicable notice and cure period, in the performance of any of the terms, covenants, conditions or provisions of the Development Improvements Agreement to cause the Bank to renew the Letter of Credit, (A) County shall have the right to require the Bank to make payment to County of the entire proceeds of the Letter of Credit, and (B) County shall be required to, apply or retain the whole or any part of such sum so paid to it by the Bank to the extent required for the payment of any sum as to which Contractor is in default beyond applicable notice or cure periods or for any sum which County may expend or may be required to expend by reason of Developer's default in respect of any of the terms, covenants, provisions and conditions of the Development Improvements Agreement including, but not limited to, any damages or deficiencies in the improvements constructed, to-date, without thereby waiving any other rights or remedies of County with respect to such default, or any other loss or damage that County may sustain due to or arising out of such breach or default by Developer, and (C) County shall hold the remainder of such sum paid to it by the Bank, if any, as an additional Security Deposit for the full and complete performance and observance by Developer of the terms, covenants, conditions and provisions of the Development Improvements Agreement on Developer's part to be observed and performed. If County applies or retains any part of the proceeds of the Letter of Credit, then Contractor shall, within **_14_**days of demand, deposit with County the amount so applied or retained so that County shall have the full deposit on hand at all times during the term of this Development Improvements Agreement. Contractor's failure to do so within **_14__**days of receipt of such demand shall constitute a breach of this Development Improvements Agreement.

(ii) Contractor, at any time during the term of the Development Improvements Agreement may,

but at least **14** days prior to the expiration of the Letter of Credit in the event the Letter of Credit is not being renewed shall, deposit with County the equivalent cash amount as an additional Security Deposit hereunder in lieu of the Letter of Credit. Upon such deposit, County shall return the Letter of Credit.

(iii) The Letter of Credit must comply with the following terms and conditions:

(A) It must be in writing, conspicuously state that it is a letter of credit, and be signed by an authorized officer of the issuing bank;

(B) It must be expressly irrevocable;

(C) It must be non-documentary, also known as a "clean credit," i.e., it must require that payment be made upon presentation of a draft or other demand stating only that Developer is in default under this Development Improvements Agreement, beyond the expiration of any applicable notice and/or cure period, or that the Letter of Credit has not been renewed or replaced as required under this Development Improvements Agreement. No additional document(s) shall be required to draw on the Letter of Credit. It must expressly indicate that it is not subject to any conditions or qualifications outside of the Letter of Credit, and it must not incorporate by reference any other agreements or documents;

(D) It must state that it will be honored immediately upon presentation;

(E) It must contain the following statement in favor of County:

> "Our obligation under this Letter of Credit is independent of the rights and obligations of either Source Gas Distribution, LLC, or Dusty Pierce doing business as Dusty Pierce Construction, jointly and severally referred to as "Developer", under that certain Development Improvements Agreement ("Development Improvements Agreement") dated March ___, 2016 between Source Gas Distribution, LLC & Dusty Pierce, as "Developer", and The Board of County Commissioners of Archuleta County, Colorado ("County"), as County. No amendment of the Development Improvements Agreement, no defense of Developer on the Development Improvements Agreement, no claim available to Developer against you, and no bankruptcy or insolvency of Developer shall impair or affect in any way our obligation to honor your drafts under and in compliance with the terms of this Letter of Credit. Our obligation to you is in no way contingent upon our reimbursement from Developer or by anyone else."

(F) It must contain the following statement regarding renewal:

> "It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the expiration date hereof and for one year from each future expiration date, unless at least **_30__**days prior to the stated expiration date (as the same may have been extended) we shall notify you by certified mail, return receipt requested, that we elect not to renew this Letter of Credit. You may inform us from time to time as to any change in the address to which such notice should be sent."

(G) It must be issued by a commercial bank or trust company reasonably satisfactory to County, having banking offices at where the Letter of Credit may be drawn upon in either Archuleta County or La Plata County, Colorado; and

(H) If County receives a notice from the issuing Bank that such Bank will not renew the Letter of Credit, such notice shall be deemed a monetary default under this Development Improvements Agreement and entitle County to draw on the Letter of Credit unless, not less than **_30__** days prior to the expiration of the Letter of Credit, Contractor deposits in immediately available funds with County the full amount of the Letter of Credit or a new letter of credit from a different commercial bank reasonably acceptable to County, meeting the terms and conditions set forth above.

(vi) Notwithstanding anything to the contrary set forth above in this Section, if Developer has not breached any of its obligations under this Development Improvements Agreement on or before the last day of the third Development Improvements Agreement Year, then upon Contractor's written request, County will surrender the Letter of Credit, or any cash deposit given in lieu thereof, back to Contractor and Contractor's obligation to maintain the Letter of Credit shall thereafter expire and be of no further force and effect.

(v) No Security Deposit or the Letter of Credit which may now or hereafter be furnished County for performance by Contractor of any of the other terms and/or provisions of this Development Improvements Agreement shall in any way be a bar or defense to any action which County may at any time bring against Developer for a breach of the Development Improvements Agreement by Developer.

5. DEVELOPER hereby covenants for themselves and their successors, heirs, and assigns, and for all persons succeeding in interest to title in the Structure, to construct or install all of the improvements set forth above in the manner and at the time specified in this Agreement, at no cost to County.

6. DEVELOPER shall commence construction of the improvements within ninety (90) calendar days of the date of this Agreement, and shall thereafter complete construction or installation

within One Hundred Eighty (180) calendar days to the satisfaction of County Development Services. Developer shall notify the County prior to the commencement of construction of the public improvements and when Developer believes the work is ready to be accepted by County and a Certificate of Occupancy is applied for.

7. In the event the property is divided or split, or there is more than one owner at the time the improvements are to be constructed or installed, the owner or owners of any given parcel shall be jointly and severally liable for the obligations of this Agreement. Provided, however, that Developer personally shall remain jointly and severally liable for all of the costs and obligations of this Agreement regardless of whether Developer remains an owner.

8. In the event Developer fails to perform one or more of the covenants or conditions of this Agreement, County at its option shall have the recourse to the security given to guarantee the performance of such acts. County may at its option do, or cause to be done, those acts required of Developer, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Developer. County shall have recourse against Contractor for any and all amounts necessary to complete the obligations of Developer in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees incurred by County in addition to the costs of the improvements, shall be a proper charge against the security and Contractor.

9. This contract constitutes the entire agreement between the parties. No modification of this agreement is binding on either party unless the modification is in writing, and signed by the parties.

10. Developer and County acknowledge and agree that there are no intended or unintended third party beneficiaries who may rely upon or benefit from the provisions of this agreement.

11. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to receive from the losing party an amount equal to the prevailing party's costs incurred in such litigation, including, without limitation, the prevailing party's attorney's fees, costs and disbursements.

12. This Contract shall be construed and interpreted in accordance with the substantive laws of the State of Colorado, without reference to the principles of conflict of laws of such State.

13. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract.

14. The parties acknowledge that each party and its counsel have reviewed, commented on,

and approved the Contract, and the rule of construction providing that ambiguities within the Contract are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

INWITNESS WHEREOF, the County and the Applicant have caused this Agreement to be duly executed as of the day first above written.

FOR THE COUNTY: ARCHULETA COUNTY, a Colorado County

ATTEST:

BY: _____ Chair, Board of County Commissioners

_____ County Clerk & Recorder

APPROVED AS TO FORM:

BY: _____ County Attorney

FOR THE APPLICANT: BLACK HILLS GAS DISTRIBUTION, LLC, formerly known as SOURCEGAS DISTRIBUTION, LLC, a Colorado Limited Liability Company

BY: _____ Chris Anderson, Sr. Manager

FOR THE APPLICANT: DUSTY PIERCE CONSTRUCTION, an individual

BY: _____ Dusty Pierce, Applicant

**March 1, 2016**

# ARCHULETA COUNTY PROCEEDINGS
# BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners held a Regular Meeting on March 1, 2016 noting County Commissioners Michael Whiting, Clifford Lucero and Steve Wadley, County Administrator Bentley Henderson, County Attorney Todd Starr and June Madrid County Clerk & Recorder present.

Chairman Whiting called the meeting to order at 1:30 p.m.

The meeting began with the Pledge of Allegiance and a moment of silence. He asked those present to remember Butch Madrid during the moment of silence. He was a great asset to our community and a great man.

## Disclosures and/or Conflicts of Interest

## Approval or Adjustments to Agenda

**Commissioner Wadley moved to approve the agenda as presented for today. Commissioner Lucero seconded the motion and it carried unanimously.**

## Public Comments

Chairman Whiting stated that he was opening the floor to public comments for those wanting to comment on items not on this agenda. Comments were asked to be held to 3 minutes for each person desiring to speak. No response from the Board would be given.

> Mark Weiler of 7 Parelli Way commended the Board for working with the Town on 4 issues: preschool, workforce housing, broadband and downtown update. If that's done, everything will fall into place.
>
> Dave West of 55 Woodward Drive talked about the flag. He does not like the gold fringe on the flag. That is not a standard flag for meetings, it's a military flag and it needs to be changed.

## Acknowledgements

### A. Recognition of Les Bevins

Thad McKain Director of the Emergency Operations for the Archuleta County Sheriff's Department stated that about a month ago they requested from the Board and received a Letter of Support for Les Bevins, Chairman of the Upper San Juan Search & Rescue Team. They had submitted his name for the Mike Gelski Outstanding Volunteer Award from the State of Colorado. He ended up being chosen as the sole recipient and will receive the award next week in Colorado Springs. This is the first time someone in Archuleta County had been recognized and awarded this award. Sheriff Valdez added that in the first round of recipients there were 70-75. They would like to meet with the Board and do something special at a local level for him when he returns with the award. The Board agreed.

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Chairman Whiting recessed the Regular Meeting and convened the Liquor Board Authority at 1:37 p.m.

**Liquor Board Authority**

Chairman Whiting swore in Bentley Henderson, County Administrator for testimony.

**A. Special Events Permit for Pagosa Mountain Morning Rotary Club**

County Administrator Henderson presented a Special Events Permit for the Board's approval from the Pagosa Mountain Morning Rotary Club. They wish to serve malt, vinous and spirituous liquor at 230 Port Ave for the event "Local Vocals 2016". The Sheriff had been notified and the proper fees were collected. The premises was posted for the required 10 days prior to today's hearing. They were requesting the permit to cover March 18, 2016. **Commissioner Lucero moved to approve the Special Events Permit for the Pagosa Mountain Morning Rotary Club. Commissioner Wadley seconded the motion. Chairman Whiting asked for discussion. The motion carried unanimously.**

**B. Special Events Permit for St Patrick's Episcopal Church**

County Administrator Henderson presented a Special Events Permit for the Boards approval from the St Patrick's Episcopal Church. They wish to serve malt, vinous and spirituous liquor at 225 S Pagosa Drive. The Sheriff had been notified and the proper fees were collected. The premises was posted for the required 10 days prior to today's hearing. They were requesting the permit for March 12, 2016. **Commissioner Wadley move to approve the Special Events Permit for the St. Patrick's Episcopal Church. Commissioner Lucero seconded the motion. Chairman Whiting asked for discussion. The motion carried unanimously.**

Chairman Whiting closed the Liquor Board Authority and convened a Land Use Regulation Hearing at 1:39 p.m.

**Land Use Regulation Hearing**

Chairman Whiting swore in John Shepard, Planning Manager for testimony.

**A. Continuation of Hearing for Two Rivers Pit Major Sand & Gravel Permit**

Planning Manager Shepard presented a request of the Board to continue the Hearing for Two Rivers Pit Major Sand & Gravel Permit. C & J Gravel Products, Inc. of Durango, Colorado represented by Nathan Barton, Wasteline, Inc. had applied for a Major Sand & Gravel Permit for the proposed Two Rivers Pit. It's to be located on property owned by James & Leila Constant at 12500 County Road 500. Staff was asking the Board to open this noticed Hearing and continue consideration to the next Regular Meeting of May 17, 2016. **Commissioner Lucero moved to continue the Hearing for Two Rivers Pit for a Major Sand & Gravel Permit to a meeting on May 17, 2016 at 1:30 p.m. Commissioner Wadley seconded the motion. Chairman Whiting asked for discussion. The motion carried unanimously.**

Chairman Whiting closed the Land Use Regulation Hearing and reconvened the Regular Meeting at 1:41 p.m.

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**Consent Agenda**

A. Payroll & Payable Warrants for February 17, 2016 to March 1, 2016

| | |
|---|---|
| General Fund Payable | 174,101.41 |
| Road and Bridge Fund Payable | 80,021.35 |
| Department of Human Services Fund Payable | 43,127.72 |
| 1A Fund Payable | 5,482.47 |
| All Combined Dispatch Fund Payable | 10,922.82 |
| Conservation Trust Fund Payable | 7,500.00 |
| Solid Waste Fund Payable | 17,140.77 |
| Airport Fund Payable | 20,995.85 |
| Fleet Fund Payable | 27,311.71 |
| **Total** | $ 386,604.10 |
| General Fund Payroll | 145,938.02 |
| Road and Bridge Fund Payroll | 32,942.33 |
| Department of Human Services Fund Payroll | 29,881.05 |
| All Combined Dispatch Fund Payroll | 16,850.22 |
| Solid Waste Fund Payroll | 8,264.88 |
| Airport Fund Payroll | 4,073.29 |
| Fleet Fund Payroll | 8,856.62 |
| **Total** | $ 246,806.41 |

B. Regular Meeting Minutes
February 16, 2016

C. Letter of Support for Upper San Juan Search & Rescue, Inc.

D. Renewal of the Liquor Store License for Piedra Peak General Store, LLC dba Piedra Peak General Store

E. Renewal of the Liquor Store License for Pagosa Liquor, Inc. dba Pagosa Liquor

F. Resolution 2016-15 Lot Consolidation of lots in Lake Forest Estates for owners Glenn E & Sandra G. Nicholson

G. Resolution 2016-16 Lot Consolidation of lots in Lake Hatcher Park for owners Tim Blose & Janine Pearson

H. Resolution 2016-17 Lot Consolidation of lots in Lake Pagosa Park for owners Brenda & Warren Decker

I. Resolution 2016-18 Lot Consolidation of lots in Pagosa Highlands Estates for owners Stephen M. & Joane C. Skultety

J. Resolution 2016-19 Lot Consolidation of lots in Pagosa in the Pines Unit 2 for owner Doug Brown

K. Resolution 2016-20 Lot Consolidation of lots in Twincreek Village for owners Edgar W. & Diane M. Cowling

L. Resolution 2016- Adopting an updated Personnel Policy and Procedures Handbook for County Employees (Pulled and moved to Item C of New Business)

County Administrator Henderson read the Consent Agenda. **Commissioner Wadley moved to approve the Consent Agenda as read and corrected. Commissioner Lucero seconded the motion and it carried unanimously.**

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**New Business**

**A. 2016 Annual Operating Plan for Wildland Fire**

Thad McKain Director of the Emergency Operations for Archuleta County Sheriff's Department submitted the annual Operating Plan for Wildland Fire for 2016. There are no changes from last year, the plan is identical. The purpose of this plan sets forth the standard operating procedures, agreed procedures and responsibilities to implement cooperative wildland fire protection on all lands within Archuleta County for 2016. The plan was signed by the US Forest Service, the BLM, the fire districts and the BIA even though it is not a requirement it keeps everyone on the same page. **Commissioner Lucero moved to approve the 2016 Annual Operating Plan for Wildland Fire. Commissioner Wadley seconded the motion.** Chairman Whiting asked for comments or discussion.

Commissioner Wadley felt it was important for the public to know that this County does everything it can in partnerships with the federal and state agencies so we can minimize the cost to the taxpayers if there would be a fire. We are also doing everything we can on mitigation of fires.
Commissioner Lucero agreed. He also noted that we work closely with the tribes in our area.
Commissioner Whiting agreed, we have a great team doing a great job.
**The motion carried unanimously.**

**B. 2016 Emergency Management Program Grant Application**

Thad McKain Director of the Emergency Operations for Archuleta County Sheriff's Department submitted a grant application for the Board's consideration. The grant provided operation funding that supports the Archuleta County Emergency Services function for 2016. The County had been a part of this program since 2009. The contract and grant include the State EOC, FEMA, and Homeland Security. Currently, the County receives 50% reimbursement to run the EOC right down to the utilities. It is also paying 50% of 3 salaries. These savings had already been worked into the 2016 budget. **Commissioner Wadley moved to approve the 2016 Emergency Management Program Grant Application. Commissioner Lucero seconded the motion. The motion carried unanimously.**

**C. Resolution 2016-21 Personnel Policy and Procedures Handbook**

County Administrator Henderson reminded the Board this item was moved from the Consent Agenda for discussion. This handbook had been an ongoing project for quite some time. Some County staff and Elected Officials were all included. A lot of lively discussion was held and the result was a good result. He thanked Human Resource Manager Bob Smith for all the time he put into this project. **Commissioner Lucero moved to approve Resolution 2016-21 as presented. Commissioner Wadley seconded the motion.** Chairman Whiting asked for discussion.

- Commissioner Lucero thanked the Elected Officials and staff for all their hard work. They pulled this item from the Consent Agenda so they could thank those who were involved.
- County Assessor Woodruff wanted to say that those who got together found some really "old" things in the document and wanted to note that the process was really "fun". She felt as a group, that everyone worked together well, worked hard but had a great time.
- Sheriff Valdez wanted to say what a great experience it was too. Everyone worked together and a lot of questions and concerns were taken care of. The Sheriff's Department works rather differently but it helped them to see some things from a different standpoint.

- Commissioner Wadley said the Policy Manual is really important and the employees should have no ambiguity about how they are covered.
- Chairman Whiting agreed. It was important for everyone it concerns. He wanted to thank his fellow Commissioners who really, really had good input.

**The motion carried unanimously.**

Commissioner Wadley asked to be recused at 1:57 p.m. because he intended to sit in this chair another four years after this term.
Chairman Whiting asked the record to reflect his statement.

**D. Resolution 2016-22 Adopting Salary Increases for all Elected Officials of Archuleta County**

Chairman Whiting started by saying he thought the best thing to do with this item was to get a motion on the floor and receive comments from the floor.

Commissioner Lucero stated he would like to discuss it a little prior to a motion. He asked Council for advice.
County Attorney Starr said, procedurally; the Board should make the motion, second then discuss.

Commissioner Lucero stated he wanted to make sure the motion could be modified at any point and he was told by County Attorney Starr it could be.

**Commissioner Lucero moved to approve Resolution 2016-22 adopting salary increases for Elected Officials of Archuleta County and further the adoption of the Senate Bill 15-288 Permissible Category Adjustments to establish Archuleta County as a Category 3C County providing for a maximum 10% increase for the Elected Officials of this County. Chairman Whiting seconded the motion.**

Chairman Whiting opened the floor for comments.

- Mark Weiler of 7 Parelli Way found it disconcerting that Commissioner Wadley chose to avoid this vote. He stated the reasons he felt this was wrong. He felt Mr. Wadley should have brought the resolution forward as the fiscal conservative Republican on the Board.
- County Assessor Woodruff read a statement and had documents for the Board. She had a narrative and a spreadsheet. She said that from an email Chairman Whiting had sent out to all Elected Officials he did not agree that more than a 10% increase was justifiable. She said that the process was set up so that Commissioners would have spoken up by December either by written notification or by an absence of notification whether or not they were going with the 30% increase set by the bill. Now the bill is before the Legislature and this is the last day for notification. The spreadsheet showed the differences in the Administration employees compared to the Elected Officials. Basically, Elected Officials are still somewhat Department Heads; we have staff, statutory regulations and we do a similar job as Department Heads. She asked if there really was such a difference in the Sheriff and Public Works Director. There is a great difference yet the Public Works Director makes more. The County Clerk has 3 departments, but yet we do not make as much as your Department Heads. If you look at 2016, you will see what Elected Officials are making and what

Department Heads are making; quite a difference. Even if you put us right in the middle, Department Heads would still make more. Assessor Woodruff said that they (Elected Officials) were only asking to be treated as equally as you (the BoCC) treat your Department Heads. If the County Administrator were to leave tomorrow and you couldn't find someone at that pay scale, you would be willing and have the ability to raise that pay scale to obtain someone who you felt was qualified to do the job. Elected Officials do not have that ability. She was asking to be taken at least to the middle.

- Sheriff Valdez said he agreed with what County Assessor Woodruff had said. He informed the Board that his department held the highest liability for the County. He said he ran for this job because of the community and the citizens of Archuleta County, not the pay. He will continue that service to the best of his ability regardless of what he is paid but that doesn't mean he felt salaries were correct. The Board should understand the service they provide is different from any other department in the County. Last year, there were 16,000 calls for service in our County. They were divided between the County, the Town, the Hospital District and the Fire District. The Town received 30%, the Hospital and EMS received 13% and the Fire Department received 4%. Each one of those Department Heads, make more than the Sheriff with the exception of Town's Chief, yet we do more of the work. This County is growing. You have said it yourself as a Board, we are growing and it's necessary to keep quality people in the positions. By 2019, why would anyone wish to run for Sheriff when the Undersheriff and/or Sargent on patrol with overtime will make more and have less responsibility than the Sheriff? The Sheriff's Department has the highest liability of any organization here. We have the responsibility of dealing with peoples' civil rights on a daily basis and the authority to take a life if necessary. This puts them in a totally different category. The County Attorney helps keep us out of litigation but truthfully the Sheriff' works daily to make sure his department is moving in the correct direction so we aren't sued and need the County Attorney. The past Sheriffs were not affected because they were retired with other incomes. 10% is not that much. This Bill was pushed through for a reason; to make sure counties could get quality people to run for the Elected Official positions, being paid for the responsibilities of the positions held.
- Bill Hudson of 268 Hermosa Street stated those were two excellent presentations. He wanted to offer a different perception of what it looks like from his side. When you run for office, you are contributing to the community. It's beyond being an employee it's a service to the public as a gift. When you see running for office as a way to make a paycheck you are belittling your job. A lot of Elected Officials in this Town work at no pay. He felt we designed our government to care beyond the dollar. He would like his perception recognized. We are dealing with Elected Officials who are serving their community as a service.
- Jim Huffman of 898 Hersch Avenue talked about graphs he had sent out by email. He wanted to look at the issue from a different perspective. The medium income over the last 10 years had stayed flat with inflation going up between 17-18%. Social Security in the past 8 years went up between 11-12%. Military Pay for Active members went up 16% and Federal Civilian pay went up 10%. He was told County employees had gone up 9% over the last 10 years. This means that only the Military is keep up, everyone else is behind.
- County Treasurer Betty Diller said no Elected Official is here for a paycheck. Nothing says, though that you can't get a fair wage for a job well done. The Board had committed to a wage study in December of 2015. When the Legislature met, there were lots of different

sections with input. It ended up showing the comparable wage for Elected Officials to be a specific number. They also made allowances for counties to choose, not a merit but a CoLA increase. Counties are able to change categories if the county can't afford to comply with the intent of the Bill. We are in Class 3B along with 19 other counties. If we are only given a 10% increase and the other 15 comparable counties are now 25% above us. She did not really agree with the comparison stated previously that the Elected Officials are the same as Department Heads. All Elected Officials are totally governed by statute. She said this Board said they could not give the increase because the employees would be upset. She did not agree.

- Sheriff Valdez wanted to add to what Treasurer Diller said; we are Elected Officials but it's not about those in office now, we are fighting for the future Elected Officials. It doesn't affect him now, it's that with all the growth and things happening, no one will want to run for the positions when that time comes.
- Assessor Woodruff said she felt the Board would be interested in hearing about Grande County. They had two seated Commissioners and went for 0% for 2017 and 30% for 2019.
- JR Ford of 450 Pagosa Street wanted to talk as a taxpayer. He didn't want to debate what a position should be paid but as a taxpayer, the rents he could charge haven't gone up, his employees haven't gone up that much. He felt the issue is the County if hiring a County Manager feels like they have to pay more than the next county to get someone good, causing a ratchet affect. If it snows, you get snow days, everyone wants more. Elected Official positions shouldn't be career jobs. Everybody in office just ran so they knew what their salary would be going in. To go back to 2006 now and base a raise on that doesn't seem right.
- Mark Weiler of 7 Parelli Way said when you do a salary analysis no one makes comparison of the medium income of the people who elected you. At one time Parelli employees were better off than the municipal employee. That's no longer the case. But you reach a point, where the government class makes more than those who elect them to serve. He heard all the people elected but this is one time he agreed with Bill Hudson. If you run for the paycheck, you are drastically wrong. At the end of the day, this can't be about money. If you want it to be about money, go sell pot. Don't expect this to be a long term job.
- Sandy Artsberger of 487 Ginger Circle concern was as a taxpayer; where was the money coming from if you vote for increasing the salaries. Commissioner Lucero answered; the General Fund. Chairman Whiting said it comes entirely out of your pocket.
- Dave West of 55 Woodward Drive asked if the Commissioners knew how many more potholes we have to put up with if this gets increased.
- County Treasurer Diller wanted to make a clarification that no Elected Official's salary comes out of Road & Bridge, that is though where the money comes for filling the potholes.
- Mark Weiler of 7 Parelli Way said the General Fund will be whatever it is. If you allow this to happen, it means other things within the community; economic development, broadband a vibrant downtown core, workforce housing, etc. will go without being funded.

draft

**Commissioner Comments**

- Commissioner Lucero served as an Elected Office in the different positions for 20 years with no pay. He did so and felt good about that. He is in a different place now. In 2009 we (the County) worked really, really hard to pay bills. We turned that around, the Commissioners take a lot of credit for things that the Elected Officials should have a lot of credit for too. We used the Financial Task Force, most people don't see that and don't care about that either. What he was willing to do now was to go with the 10% increase but wanted to go to the 30% for the next election cycle; the ones who run in 2018 for 2019. That's how he wanted to the motion to read.
- Chairman Whiting said that we need to ask council because once we select ourselves, we are going to end up there until we talk the Legislature into do something different. He said he had waited for conservative leadership to take this on and that didn't occur. There is a fundamental diff in being an employee and being an Elected Official. Now that we are in the weeds, he needs to say some things for the public and paper. There are different levels of authority of what happens with County money and the Board has that authority no other offices. This was a difference between philosophy and opinion. He stated the differences in the salaries and the percentages of how much higher the Elected Official was to their "highest paid employee". The Assessor was $16,880 higher at 40%, the Sheriff $14,412 at 23%, the Treasurer $22,836 at 64% and the Clerk was $5,006 at 9%. On average that's 34% higher than those who work for them. It's his opinion you can't call yourself conservative then give yourself a 30% raise. The only way to honor the 9% the county employees received is to stay with the 10%. We don't get a choice, the Legislature chose for us. This was unconscionable. He did not care what other county Elected Officials make. That's why they put in the different tiers.
- Commissioner Lucero responded by saying that not all counties have the quality of county officials we have.

A lengthy discussion was held regarding the process of changing from one tier to another in the future. Assessor Woodruff said that annually the legislature would be putting forth a bill to change the counties needed to be changed. They tried to make it easy for the counties so you don't have to go out and find someone to carry your bill. She did not know it if was annually or bi-annually.

County Attorney Starr informed the Board that the bill provided that option annually. He also said that in the Bill right now, there was no option to choose a percentage now and another percentage in the future. But, in saying that, it doesn't mean the Legislature would not allow that. He just did not know. The Legislature may move a county to any category after the county proves increase or decreases in population, assessed value, Motor Vehicle registration, building etc. for that county. Commissioner Lucero said then it was back to his idea of 10% now and 30% in 2019.

County Attorney Starr said if that's the Board's goal, it would be better to say it up front rather than coming back in two years and trying to make a change. Chairman Whiting suggested that a signal be added in the resolution so the future BoCC's will come forward with changes in the categories. So if we can't afford 30% in 2018 we have not committed to it in this resolution. Commissioner Lucero disagreed.

**Commissioner Lucero asked to amend his motion or withdraw it but nothing was completed or seconded.** The discussion continued.

- Commissioner Lucero asked why Chairman Whiting didn't want the new Commissioners making 10% now.
- Chairman Whiting answered because he was driving and imagined himself in a car with his employees and telling them they would not get a raise but the Commissioners would and he couldn't do that to employees.
- JR Ford stated that if the Board could go 10%, 20% or 30% he would submit to the Board if they are going that route to split the different and go in the middle.
- Jim Huffman of 898 Hersch Avenue said he did not understand. Are you saying 10% in 2017 for everyone? They said no that's not what they were saying.
- Bill Hudson agreed with Mr. Ford, rather than screw this up and risk the 30%, split the difference and go to 20%.

Commissioner Lucero asked to hear one more time from Elected Officials.

- Sheriff Valdez said he would hate to have the County get into a position where it got worse instead of better. He felt the Board was in a position to make a good decision and he would be comfortable with whatever the Board decides.
- County Assessor Woodruff agreed. She said she had talked to Chairman Whiting and they had had the conversation of splitting Commissioners out because they don't work 40 hour weeks. The Board of Colorado Commissioners may alter the tier if they have part time officials. If you truly feel as Commissioners, you don't put in 40 hour weeks, you could go part time. Commissioner Lucero asked why this was brought up. She said she only brought it up because she had talked to Chairman Whiting about this when the Bill was going through and his problem was that he didn't think the Commissioners put in as many hours as the other Elected Officials so they shouldn't receive an increase. Chairman Whiting said to clear up what he had really said was that the requirements of their jobs allow tremendous latitude in hours put in. They work hard and do put in long hours.
- County Treasurer Diller asked what was on the table now. Commissioner Lucero answered that it would be 20% to incoming new Commissioners then when people ran in 2018 they too would receive the 20% in 2019. Class 3B supports that.
- Mark Weiler of 7 Parelli Way again asked the Board to exercise fiscal discipline. What started this was a desire to serve the community. If you want to be paid better than public, go there. This is madness. I thought here in Colorado they would have some level of discipline. They don't.
- Commissioner Lucero said he needed to respond. It goes back to fair pay for fair work. We (Commissioners) don't work 40 hours. It's not that he is not being fiscally conservative he's choosing to make the best decision for this community and the Elected Officials who serve. He's going with 20%.
- Chairman Whiting said every step up or down is hundreds of thousands of dollars forever. He was not willing to risk the worst case scenario of 30%. He was going to try and honor staff and taxpayers by minimizing the potential increase.

**Commissioner Lucero asked to withdraw his motion. With no objections, Chairman Whiting stated the motion was withdrawn**.

Draft

**Commissioner Lucero moved to approve Resolution 2016-22 adopting salary increases for all elected officials of Archuleta County and further, the adoption of the Senate Bill 15-288 permissible category adjustments to establish Archuleta County as a Category 3B County providing for a minimum 20% increase for the Elected Officials of this County. Chairman Whiting seconded the motion.**

Chairman Whiting allowed more comment.
Commissioner Lucero said this was a difficult decision sitting up here and making decisions on 280 miles of road and other issues. Will this affect some of the potholes, he did not know; would it increase taxes, no. He appreciated working as a Board to get to this point.

Chairman Whiting appreciated everyone's patience. He still believed that a 20% increase was a disservice to the taxpayers and a slap in the face to our staff since before he took office, we have had to say trust us and we will come around and we will see reasonable increases in benefits. To take the soonest possible opportunity to give ourselves a raise was wrong. The fact that this although it saves the taxpayers the 30% it shackles the taxpayers with 20%. This is the best he could do given an incomplete Board of County Commissioners.

**The motion carried with both Commissioners Lucero and Whiting voting "Aye" and Commissioner Wadley "Recusing" himself.**

Commissioner Wadley rejoined the meeting at 3:33 p.m.

**Commissioner Comments**

- Commissioner Lucero wanted to say that since 2009 the County had paid the insurance for county employees, when we didn't have the money. We did absorb that. When someone says the employees only received a 9% increase, they did receive the benefit of not having their insurance increased at least two years in a row.
- Commissioner Lucero wanted to notice Ken Feyen Public Works Director sitting in back of the meeting room. He would be retiring soon. He wanted to thank him for his passion to the community and all he had done.
- Commissioner Wadley said he was in a very difficult position today, damned if he did and damned if he didn't. He had already declared to run for his position again and felt it was a conflict of interest to talk about raises. He had been a Commissioner for 6 years and only missed one meeting. He doesn't run from votes that are unpopular. He believed that integrity was important.

**<u>Public Comments</u>**

Chairman Whiting stated that he was opening the floor to public comments for those wanting to comment on items not on this agenda. Comments were asked to be held to 3 minutes for each person desiring to speak. No response from the Board would be given.

- Mark Weiler of 7 Parelli Way reprimanded Commissioner Wadley for not staying in the meeting.
- Bill Hudson of 258 Hermosa Street wanted to talk about broadband which is a major agenda item between the Town and County. He wanted to remind the Board when they are making decisions on how to spend money, to make sure they check on what grant is available.

**Media Questions**

- Bill Hudson of the *Pagosa Daily Post* said that this morning at the Boards' work session a discussed a cul-de-sac was discussed and it sounded almost like a decision was made. He hoped a policy was forthcoming to say how the process to fix roads would be done and if you are going to bypass steps, how. Commissioner Lucero said it's important to have a policy for citizens to use so they can get to success. That's the County's plan.
- Marshall Dunham with the *Pagosa Springs Sun* asked when the raises are applied. The answer was to offices elected in 2016 taking office in 2017.

With no further business coming before the Board, the meeting was adjourned at 3:43 p.m.

_____ Approved this 15th day of March, 2016.

June Madrid
County Clerk & Recorder

_____

Michael Whiting, Chairman

draft

**March 04, 2016**

**ARCHULETA COUNTY PROCEEDINGS**
**BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners held a Special Meeting on March 4, 2016 noting County Commissioner Michael Whiting, Clifford Lucero and Steve Wadley, County Administrator Bentley Henderson and County Attorney Todd Starr present.

Chairman Whiting called the Special Meeting to order at 8:00 a.m.
Chairman Whiting stated that the Board was planning on entering into Executive Session.

**Executive Session**
**Commissioner Lucero moved to enter into Executive Session per C.R.S. 24-6-402(4)(b) for purposes of the Board receiving legal advice on specific legal questions. Commissioner Wadley seconded the motion and it carried unanimously.**

Chairman Whiting recessed the Special Meeting to go into Executive Session at 8:02 a.m. and stated those going into the Executive Session would be all three Commissioners, County Administrator Henderson and County Attorney Starr. Mr. Mark Grueskin would be present by phone.

Chairman Whiting came out of Executive Session and reconvened the Special Meeting at 8:29 a.m.

Chairman Whiting asked for a motion.
**Commissioner Lucero moved to approve the fee agreement with Mark Grueskin of Recht, Kornfeld PC at an hourly rate of $400.00 per hour to defend the Board of County Commissioners and the County Attorney in the case brought by Greg Giehl before the Colorado Independent Ethics Commission. Commissioner Wadley seconded the motion and it carried unanimously.**

With no further business coming before the Board, the Special Meeting was adjourned at 8:31 a.m.

Approved this 15th day of March, 2016.

_____
June Madrid
County Clerk and Recorder

_____
Michael Whiting, Chairman

draft

**March 8, 2016**

**ARCHULETA COUNTY PROCEEDINGS**
**BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners held a Special Meeting on March 8, 2016 noting County Commissioner Michael Whiting, Clifford Lucero and Steve Wadley, County Administrator Bentley Henderson, County Attorney Todd Starr and Tonya McCann, Paralegal present.

Chairman Whiting called the Special Meeting to order at 5:01 p.m.

Chairman Whiting recessed the special meeting and convened the Land Use Hearing at 5:01 p.m.

**Land Use Regulation Hearing**
Planning Manager John Shepard was sworn in for testimony.

**A. Request to Open and Continue Public Hearing for Pagosa Lakes Telecommunication Facility Development Plan Rezoning in the PUD Zone**
County Planner John Shepard stated that Black & Veatch, representing Verizon Wireless has applied to Rezone a parcel in the PUD zone to establish a Development Plan, for property owned by Pagosa Lakes Property Owners Association. On February 24, 2016, the Planning Commission recommended denial of the project, 3 to 1. The applicant is now requesting the Board of County Commissioners to continue this meeting to May 10, 2016 at 5:00 p.m., to be held at the Emergency Operations Center at 777 County Road 600.

**Commissioner Wadley moved to continue the Land Use Hearing for Pagosa Lakes Telecommunication Facility Development Plan Rezoning in the PUD Zone to May 10, 2016 at 5:00 p.m. with the Hearing being at the Archuleta County Emergency Operations Center at 777 Piedra Road. Commissioner Lucero seconded the motion and it carried unanimously.**

Chairman Whiting closed the Land Use Hearing at 5:04 p.m. and with no further business coming before the Board, the Special Meeting was adjourned at 5:04 p.m.

Approved this 15th day of March, 2016.

_____
Tonya McCann
Deputy County Clerk and Recorder

_____
Michael Whiting, Chairman

draft

COLORADO
Division of Homeland Security
& Emergency Management
Department of Public Safety

# Part I
# Calendar Year 2015 EMPG-LEMS Grant Activities
# Work Plan Template (v.110714)

## Instructions

Use the 15 EMF categories as a framework for planning your annual work program and consider identified capability gaps or shortfalls that need to be addressed. This can be done in four steps.

1. First, consider your community's long-term strategy for developing and sustaining an all-hazards preparedness strategy, including initiatives that can be accomplished during the grant performance period as well as those objectives that will need to be phased over multiple years.
2. Second, identify Planned Activities that, when completed, will assist you in achieving your long-term strategy. Complete the Work Plan Template by identifying Planned Activities for each Emergency Management Function (EMF) that is relevant to your strategy. Identify to the extent possible the measurable outcome for each Planned Activity.
3. Third, place those activities that can be accomplished during the current performance period in the quarter that you expect the activity to be completed (it is recognized that schedules and priorities change and that activities may actually be accomplished in a different quarter than the one projected).
4. Fourth, determine if the products/activities you have identified combine to make your program eligible for 100% of your award (use the product/activity table from the guidance)
5. Finally, submit the finished document to your assigned DHSEM Regional Field Manager.

Please don't hesitate to contact your DHSEM Regional Field Manager for assistance in completing this Work Plan Template.

## Signatures

Must be signed (in ink) or (Adobe Acrobat digital signature) by the emergency manager and forwarded to the assigned DHSEM Regional Field Manager for approval.

By signing, the applicant acknowledges that he/she has read and understands the calendar year 2015 Program Guidelines and Application Kit.

Jurisdiction: _____Archuleta County_____

Emergency Manager of Jurisdiction: __Thad_McKain_____Date:___10/10/15_____

DHSEM Regional Field Manager: _____Date: _____

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# Part I
# 2015 EMPG-LEMS Grant Activities
# Work Plan Template

| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-1 | | |
| Finance and Administration | | |
| Objective(s) of Planned Activities: *Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports, equipment monitoring* | | |
| Mandatory Federal Activities for this EMF: Submit updated FFATA | | |
| 1st Quarter | Planned Activities:<br>Submit 1st Quarter report and reimbursement request. | Results:<br>Completed report 4/15<br>Completed finances 4/20 |
| 2nd Quarter | Planned Activities:<br>Submit 2nd Quarter report and reimbursement request. | Results:<br>Completed report 7/20<br>Completed finances 7/20 |
| 3rd Quarter | Planned Activities:<br>Submit 3rd Quarter report and reimbursement request. | Results:<br>Completed report 10/10<br>Completed finances 10/26 |
| 4th Quarter | Planned Activities:<br>Submit 4th Quarter report and reimbursement request. | Results:<br>Completed – delayed because T. McKain was out on emergency medical leave |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-2 | | |
| Laws and Authorities | | |
| Objective(s) of Planned Activities: *Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations* | | |
| Mandatory Federal Activities for this EMF: None | | |
| 1st Quarter | Planned Activities:<br>*Request ACSO/PSPD for copies of NIMS/ICS certifications.<br>*Evaluate EMAP Standards.<br>*Complete draft & recommend county burn permits | Results:<br>• ICS -ACSO personnel is 50% current and working on this<br>• Evaluated EMAP standards<br>• Burn permit policy in progress, research completed |
| 2nd Quarter | Planned Activities:<br>*Sheriff/Under Sheriff/ EM and other personnel to complete 300 & 400.<br>* | Results:<br>*Postponed to fall |
| 3rd Quarter | Planned Activities:<br>*Draft and recommend fire restriction resolutions as needed | Results:<br>*Not necessary to heavy rains |
| 4th Quarter | Planned Activities: | Results:<br>N/A |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-3 | | |
| Risk Assessment | | |
| Objective(s) of Planned Activities: *Development/upgrade of local/tribal THIRA (Threat and Hazard Risk Identification and Assessment) or (HIRA Hazard Risk Identification and Assessment), development of corresponding risk management strategies* | | |
| Mandatory Federal Activities for this EMF: None | | |
| 1st Quarter | Planned Activities:<br>*Disperse to MAC & IMG for evaluation. | Results:<br>*MAC/IMG postponed until June |
| 2nd Quarter | Planned Activities:<br>*Complete updates and prioritize THIRA<br>*Assist Archuleta School district with safety plans | Results:<br>*THIRA 50% updated<br>*School district postponed |
| 3rd Quarter | Planned Activities:<br>*Create action plan (s) | Results:<br>*Postponed for revisions of Winter and Power Outage plans |
| 4th Quarter | Planned Activities:<br>*No activities planned at this time | Results:<br>Moved to 2016 |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-4 | | |
| Hazard Mitigation Plans and Projects | | |
| Objective(s) of Planned Activities: *Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews* | | |
| Mandatory Federal Activities for this EMF: None | | |
| 1st Quarter | Planned Activities:<br>*Create action plan for Mitigation Crew if grant is approved.<br>*Evaluate Archuleta Mitigation Plan | Results:<br>*Plan is being evaluated – waiting on FEMA grant approval |
| 2nd Quarter | Planned Activities:<br>*Update/revise Mitigation Plan | Results:<br>*Mitigation plan under review |
| 3rd Quarter | Planned Activities:<br>*Assess Mitigation Crew results | Results:<br>*Mitigation Crew work still awaiting HMPG Grant application |
| 4th Quarter | Planned Activities: | Results:<br>Additional paperwork submitted for HMPG to FEMA and State |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-5 | | |
| Emergency Operations Plans | | |
| Objective(s) of Planned Activities: *Development/upgrades of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 2.0, fostering partnerships with EOP stakeholder agencies and organizations* | | |
| **Mandatory Federal Activities for this EMF: All EMPG Program grantees/sub-grantees must maintain, or revise as necessary, jurisdiction-wide all-hazards Emergency Operations Plans that are consistent with CPG-101 v.2 (November 2010) and provide copies of new and revised EOPs/Annexes to DHSEM Regional Field Manager.** | | |
| 1st Quarter | Planned Activities:<br>*Complete base plan<br>*Form EOP Committee<br>*Start full re-write of EOP | Results:<br>*Base plan in progress – modeling Montezuma County<br>*Re-write in progress |
| 2nd Quarter | Planned Activities:<br>*Continue EOP | Results:<br>• Base plan draft almost complete |
| 3rd Quarter | Planned Activities:<br>*Submit EOP rough draft to Regional Manager | Results:<br>*Will be submitted by Nov. 15 |
| 4th Quarter | Planned Activities:<br>*Submit available annexes for review | Results:<br>Base plan completed |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-6 | | |
| Recovery Plans | | |
| Objective(s) of Planned Activities: *Development/upgrades of local/tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations* | | |
| Mandatory Federal Activities for this EMF: None | | |
| 1st Quarter | Planned Activities:<br>*No activities planned at this time | Results: |
| 2nd Quarter | Planned Activities:<br>*No activities planned at this time | Results: |
| 3rd Quarter | Planned Activities:<br>*No activities planned at this time<br>Bruce Lee El Nino Plan Session – 50 attendees | Results:<br><br>September 14, 2015 |
| 4th Quarter | Planned Activities:<br>*No activities planned at this time | Results: |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-7 | | |
| Training | | |
| Objective(s) of Planned Activities: *NIMS training delivery, staff professional development, development of Training & Exercise Plans (TEPs)* | | |
| **Mandatory Federal Activities for this EMF, (1) all EMPG program funded personnel (State/Local/Tribal) must complete the following NIMS training courses and record proof of completion: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 139; IS 230.a; IS 235.a; IS 240.a; IS 241.a; IS 242.a; and IS 244.a, (2) all grantees and sub-grantees are required to develop a Multi-Year TEP that incorporates linkages to core capabilities and update it annually.** | | |
| 1st Quarter | Planned Activities:<br>Update multi-year training and exercise plan. This plan should include required training for EMPG funded personnel<br><br>Report completed training for EMPG funded personnel.<br>*CEMA Conference<br>*Complete PDS Certifications –McKain<br>*Complete ADS Certifications – Marquart<br>*Create TEP | Results:<br>*Attended CEMA Conference in Feb 2015<br>*Evaluating needs for TEP |
| 2nd Quarter | Planned Activities:<br>Submit updated TEP to FM<br><br>Report completed training for EMPG funded personnel.<br><br>*ADS Certifications - McKain | Results:<br>*Natural gas emergency table top |
| 3rd Quarter | Planned Activities:<br>Implement training plan<br><br>Report completed training for EMPG funded personnel. | Results: |
| 4th Quarter | Planned Activities:<br>Implement training plan<br><br>Report completed training for EMPG funded personnel. | Results:<br>Update NIMS resolution drafted for 2016 with BOCC |

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| 2015 EMPG-LEMS Grant Activities | | |
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| EMF-8 | | |
| Exercises | | |
| Objective(s) of Planned Activities: *Participation in exercises as "Sponsoring" and/or "Participating" agencies* | | |
| **Mandatory Federal Activities for this EMF: (1) All EMPG program funded personnel (State/Tribal/Local) must participate in at least three exercises in a 12-month period. Sub-grantees may sponsor and/or participate in other sponsor's exercises to fulfill this requirement, (2) all grantees and sub-grantees are required to develop a Multi-Year TEP that incorporates linkages to core capabilities and update it annually.** | | |
| 1st Quarter | Planned Activities:<br>Implement exercise program as outlined in the TEP<br>Develop plan to meet FEMA exercise requirement and review with FM.<br><br>Report on completed exercises include AAR or CAP | Results: |
| 2nd Quarter | Planned Activities:<br>Implement exercise program as outlined in the TEP<br><br>Report on completed exercises include AAR or CAP | Results: |
| 3rd Quarter | Planned Activities:<br>Implement exercise program as outlined in the TEP<br><br>Report on completed exercises include AAR or CAP | Results:<br>*Participated in Loma Linda Evacuation Drill led by PFPD<br>* Participated in MCI tabletop hosted by PFPD with Dispatch, EMS, Hospital and LEOs |
| 4th Quarter | Planned Activities:<br>Implement exercise program as outlined in the TEP<br><br>Report on completed exercises include AAR or CAP | Results: |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-9 | | |
| Incident Management | | |
| Objective(s) of Planned Activities: *EOC management, COG, multi-agency coordination, support of incident command operations* | | |
| **Mandatory Federal Activities for this EMF: None**<br>**State Requirement: Before March 30, 2015 hold a meeting with the jurisdiction's emergency services and partner agencies to include: law enforcement, fire, EMS, public works, health and medical, behavioral health, mass care (human services, Red Cross, VOAD), schools, public utilities, public information, and other relevant stakeholders. Before December 31, 2015 hold a second meeting with this same group. These are the agencies and entities which constitute your partners during an EOC activation and any significant incident response. Prepare an agenda for these meetings with the Regional Field Manager.** | | |
| 1st Quarter | Planned Activities:<br>*Conduct bimonthly MAC meetings<br>*Conduct bimonthly IMG meetings<br>*Attend ESF5 meeting | Results:<br>*MAC / IMG postponed until June<br>*Attended ESF- 5 in March |
| 2nd Quarter | Planned Activities:<br>*Conduct bimonthly MAC meetings<br>*Conduct bimonthly IMG meetings<br>*Attend ESF5 meeting | Results:<br>*MAC/IMG meeting held in June<br>*Not available for ESF-5 meeting – death in family |
| 3rd Quarter | Planned Activities:<br>*Conduct bimonthly MAC meetings<br>*Conduct bimonthly IMG meetings<br>*Attend ESF5 meeting | Results:<br>*MAC/IMG meeting postponed due to search missions<br>*Not available for ESF-5 meeting – Overlook Recovery |
| 4th Quarter | Planned Activities:<br>*Conduct bimonthly MAC meetings<br>*Conduct bimonthly IMG meetings<br>*Attend ESF5 meeting | Results:<br>Bruce Lee El Nino presentations, for stakeholders, CoC, Veterans Group and Rotary |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-10 | | |
| Communications | | |
| Objective(s) of Planned Activities: *Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc* | | |
| Mandatory Federal Activities for this EMF: None | | |
| 1st Quarter | Planned Activities:<br>*Attend 800 MHZ radio programming class<br>*Upgrade paging to Alert 911<br>*Program/repair radios as needed<br>*Participate in SWRCC | Results:<br>*800 MHZ class still in negotiation<br>*Alert 911 goes online May 1<br>*Acquired 3 APEX Dual Band from AH<br>*Attended SWRCC in March<br>*Member of new Dispatch Advisory Comm |
| 2nd Quarter | Planned Activities:<br>*Service Sandoval tower<br>*Program /repair radios as needed<br>*Participate in SWRCC | Results:<br>*Sandoval postponed to due heavy rains/limit access<br>*Radios programmed or sent for repair |
| 3rd Quarter | Planned Activities:<br>*Pursue improved comms for Chromo & Hinsdale area<br>*Program/repair radios as needed<br>*Participate in SWRCC | Results:<br>*Project with LPEA radio towers is underway<br>*Updated radios and sent 4 in for repairs |
| 4th Quarter | Planned Activities:<br>*Program/repair radios as needed<br>*Participate in SWRCC | Results:<br>Portable radio batteries purchased |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-11 | | |
| Operations Procedures | | |
| Objective(s) of Planned Activities: *Development/maintenance of systems (e.g., Web EOC), processes (e.g., resource order process), capabilities (e.g., EOC management training), and Plans (e.g., COOP) to support incident operations* | | |
| Mandatory Federal Activities for this EMF: None | | |
| 1st Quarter | Planned Activities:<br>*WEBEOC drills/practice<br>*Emter emails/contacts for WEBEOC | Results:<br>*moved to second quarter |
| 2nd Quarter | Planned Activities:<br>*WEBEOC drills/practice<br>*Review EOC/Airport plan for wildland/allHazard mobilization | Results:<br>*WEBEOC used during actual flood events when EOC was activated |
| 3rd Quarter | Planned Activities:<br>*WEBEOC drills/practice | Results:<br>*WEBEOC used for multiple incidents |
| 4th Quarter | Planned Activities:<br>*WEBEOC drills/practice | Results: |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-12 | | |
| Mutual Aid | | |
| Objective(s) of Planned Activities: *Maintenance of local, interagency, regional and statewide intergovernmental agreements* | | |
| Mandatory Federal Activities for this EMF: None | | |
| 1st Quarter | Planned Activities:<br>*Re-write all MOUs<br>*Evaluate/sign AOP, EFF, COOP Agreement | Results:<br>*Evaluate and meetings for AOP, EFF, COOP<br>*75% completion of MOU w PFPD |
| 2nd Quarter | Planned Activities:<br>*Host MOU signing meeting | Results:<br>*MOU's in progress |
| 3rd Quarter | Planned Activities:<br>*No activities planned this quarter | Results:<br>*Multiple trainings/incidents |
| 4th Quarter | Planned Activities:<br>*No activities planned this quarter | Results: |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-13 | | |
| Resource Management | | |
| Objective(s) of Planned Activities: *Development/maintenance of resource mobilization plans and processes, including database management systems, financial controls and relevant forms* | | |
| **Mandatory Federal Activities for this EMF: None**<br>**Colorado Requirement: In order to meet the requirements of the Colorado Disaster Emergency Act CRS 24-33.5, Part 7, a Colorado priority for the 2015 EMPG program is the development and implementation of state and local resource management systems. (Please see program requirements in guidance)** | | |
| 1st Quarter | Planned Activities:<br>*Evaluate current mobilization information | Results: |
| 2nd Quarter | Planned Activities:<br>*Create outline for mobilization plan | Results: |
| 3rd Quarter | Planned Activities:<br>*Update resources to WEBEOC | Results: |
| 4th Quarter | Planned Activities:<br>*No activities planned this quarter | Results: |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-14 | | |
| Facilities Management | | |
| Objective(s) of Planned Activities: *Monitoring & maintenance of EOC/Alternate EOC facilities and equipment* | | |
| Mandatory Federal Activities for this EMF: None | | |
| 1st Quarter | Planned Activities:<br>*Build new wall separating EM office from training area<br>*Finish punchlist<br>*Acquire one more projector and screen<br>*Routine building maintenance | Results: |
| 2nd Quarter | Planned Activities:<br>*Change smoke detector batteries<br>*Routine building maintenance<br>*HVAC annual maintenance | Results:<br>*All building maintenance completed<br>*Finishing punch list |
| 3rd Quarter | Planned Activities:<br>*Routine building maintenance<br>*Generator maintenance | Results:<br>*Generator maintenance performed<br>*Routine maintenance completed<br>*Added 2 webcams for security |
| 4th Quarter | Planned Activities:<br>*Routine building maintenance | Results:<br>*Snow removal |

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| 2015 EMPG-LEMS Grant Activities | | |
|---|---|---|
| EMF-15 | | |
| Crisis Communication, Public Information and Education | | |
| Objective(s) of Planned Activities: *Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of Alert and Warning Plans and procedures.* | | |
| Mandatory Federal Activities for this EMF: None | | |
| 1st Quarter | Planned Activities:<br>*Conduct quarterly Joint Information meeting<br>*Update AC Emergency Website<br>*Maintain Archuleta Emergency Notification System | Results:<br>*Renewed Everbridge contract (mass notification)<br>*Website being maintained |
| 2nd Quarter | Planned Activities:<br>*Conduct quarterly Joint Information meeting<br>*Update AC Emergency Website<br>*Maintain Archuleta Emergency Notification System | Results:<br>*AC Emergency blog/website updated and used frequently during flood event<br>*County notification and reverse 911 along with radio & press used heavily during flood event |
| 3rd Quarter | Planned Activities:<br>*Conduct quarterly Joint Information meeting<br>*Update AC Emergency Website<br>*Maintain Archuleta Emergency Notification System<br>*Participate in Arch. County Fair education activities | Results:<br>*Social media and blog used frequently<br>*Evaluating bids for new mass notification system in 2016<br>*Participated in County Fair – 4th of July weekend |
| 4th Quarter | Planned Activities:<br><br>*Conduct quarterly Joint Information meeting<br>*Update AC Emergency Website<br>*Maintain Archuleta Emergency Notification System | Results:<br>*Regular weather updates on social media, county and EOC blogs.<br>*Radio and press releases for emergencies and updates |

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# Emergency Management Program Grant (EMPG)
# Local Emergency Manager Support (LEMS)
# Program Funding Application: Part III (v.110714)

## Staffing Pattern for Calendar Year 2015

Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes*.

## JURISDICTION:

| 1a) Employee Name | 2) Classification Specification/Full Position Title | 3) Date of Appointment or Date Hired | 4) Employee Status- Type of Appointment SEE INSTRUCTIONS |
|---|---|---|---|
| Thaddeus A. McKain | Director of Emergency Management | 11/21/2013 | Permanent-Exempt |
| Christina Marquart | Deputy Director of Emergency Mgmt | 5/7/2009 | Full time Hourly |
| Diane Bigley | Co-Chair Incident Mgt Gtoup | 1/1/2007 | Volunteer |
| Duncan Lawrie | Incident Mgt Group-Communications | 1/1/2007 | Volunteer |
| Warren Grams | Co-Chair Incident Mgt Gtoup | 1/1/2007 | Volunteer |
| 20 IMG Personnel | Incident Mgt Group Members | 1/1/2007 | Volunteer |
| 40 SAR Personnel | SAR Team Members | 1/1/2000 | Volunteer |
| Fire Crew: $39 k/yr | Fire Crew Members | 4/1/2013 | Seasonal-Full Time |
| 5 Fire Personnel | Fire Crew Members | 4/1/2009 | Volunteer |
| | | | |

| 1b) PAID Employee Name | 5) Jurisdiction Gross Annual salary (All job titles) | 6) Gross Annual Employer-Provided Benefits | 7) Total Hours/ Week | 8) LEM Hours/ Week | 9) Percent LEM Hours/ Week | 10) LEMS Eligible Salary | 11) LEMS Eligible Benefits |
|---|---|---|---|---|---|---|---|
| Thaddeus A. McKain | $46,925 | $13,259 | 60 | 50 | 83% | $39,104 | $11,049 |
| Christina Marquart | $41,600 | $12,306 | 45 | 35 | 78% | $32,356 | $9,571 |
| | | | | | 0% | $0 | $0 |
| | | | | | 0% | $0 | $0 |
| | | | | | 0% | $0 | $0 |
| | | | | | 0% | $0 | $0 |
| | | | | | 0% | $0 | $0 |
| | | | | | 0% | $0 | $0 |
| | | | | | 0% | $0 | $0 |
| | | | | | 0% | $0 | $0 |
| **Totals** | $ 88,525.00 | $ 25,565.00 | | | | $71,460 | $20,621 |
| | | | | | | Enter in Slot A On Funding Request | Enter in Slot B On Funding Request |

# CPG 101, Version 2.0 - Plan Analysis Tool - May 2011

| Jurisdiction Name: | Completed By: | Date Completed: |
|---|---|---|
| Archuleta County | Thaddeus McKain | 01/15/14 |

**Plan / Appendix / Annex Name:**

Emergency Operation Plan

**Comments / Notes:**

Due to age of our current EOP this will be a complete re write to current standards and protocals.

**Current Development Stage**

| *Instructions:* Indicate the anticipated completion date of each step of the 6 step planning process and indicate the current status of each step (Complete, On-time, Ahead, Behind). Completion of Step 5 indicates full compliance with CPG 101. | Anticipated Completion Date | Current Status Complete On-time Ahead Behind |
|---|---|---|
| Step 1: Form a Collaborative Planning Team (Identify Core Planning Team; Engage the Whole Community in Planning) | 04/01/14 | On-time |
| Step 2: Understand the Situation (Identify Threats and Hazards; Assess Risk) | 04/01/14 | On-time |
| Step 3: Determine Goals and Objectives (Determine Operational Priorities; Set Goals and Objectives) | 02/01/15 | Behind |
| Step 4: Plan Development and confirm all necessary annexes. (Develop and Analyze Course of Action; Identify Resources; Identify Information and Intelligence Needs) | 04/29/15 | On-time |
| Step 5: Plan Preparation, Review, and Approval (Write the Plan; Review the Plan; Approve and Disseminate the Plan) | 08/15/15 | Behind |
| Step 6: Plan Implementation and Maintenance (Exercise the Plan; Review, Revise, and Maintain the Plan) | 11/15/15 | |

| CPG 101 Criteria | Rating |
|---|---|
| ***Instructions:*** Please indicate the current rating for each criteria by placing the appropriate number from the scale below in the Rating column. If the plan is currently in the initial stages of development and you are unable to evaluate certain criteria, please indicate 'N/A' in the Rating column.<br>1: The Plan / Appendix / Annex **is missing all** of the specified characteristics.<br>2: The Plan / Appendix / Annex **minimally** addresses the specified characteristics.<br>3: The Plan / Appendix / Annex addresses **some** of the specified characteristics.<br>4: The Plan / Appendix / Annex addresses **most** of the specified characteristics.<br>5: The Plan / Appendix / Annex addresses **all** of the specified characteristics.<br>Criteria are from CPG 101, Version 2.0. Information on these characteristics can be found on pages 4-17 and 4-18. Detailed information is also contained in Appendix C. | |
| **Adequacy.** A plan is adequate if the scope and concept of planned operations identify and address critical tasks effectively; the plan can accomplish the assigned mission while complying with guidance; and the plan's assumptions are valid, reasonable, and comply with guidance. | |
| **Feasibility.** A plan is feasible if the organization can accomplish the assigned mission and critical tasks by using available resources within the time contemplated by the plan. The organization allocates available resources to tasks and tracks the resources by status (e.g., assigned, out of service). Available resources include internal assets and those available through mutual aid or through existing state, regional, or Federal assistance agreements. Specifically, the jursidiction should complete a capability estimate that:<br>- Identifies the current status (e.g. training, quantity) of resources arrayed to support the plan<br>- Analyzes the required resources based on the courses of action in the plan<br>- Identifies the most supportable courses of action and ways to reduce the impact of resource deficiencies (ex. mutual aid) | |
| **Acceptability.** A plan is acceptable if it meets the requirements driven by a threat or incident, meets decision maker and public cost and time limitations, and is consistent with the law. The plan can be justified in terms of the cost of resources and if its scale is proportional to mission requirements. | |
| **Completeness.** A plan is complete if it:<br>- Incorporates all tasks to be accomplished.<br>- Includes all required capabilities.<br>- Integrates the needs of the general population, children of all ages, individuals with disabilities and others with access and functional needs, immigrants, individuals with limited English proficiency, and diverse racial and ethnic populations.<br>- Provides a complete picture of the sequence and scope of the planned response operation (i.e., what should happen, when, and at whose direction).<br>- Makes time estimates for achieving objectives.<br>- Identifies success criteria and a desired end-state. | |
| **Compliance.** The plan should align with guidance and doctrine to the maximum extent possible, because these provide a baseline that facilitates both planning and execution.<br>- Compliance with CPG 101, Version 2.0<br>- Compliance with Other:<br>- Compliance with Other: | |
| **Whole Community Engagement.** Does the development of the plan include involvement of the whole community in planning efforts, including but not limited to: those non-governmental organizations beyond traditional engagement, groups representing those with functional and access needs, youth and children, and the private sector? | |

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# Quarterly Reimbursement Request and Financial Report EMPG/LEMS Expenses

**Jurisdiction:**

v.110714

**Calendar Year 2015: Quarter:**
☐ 1st Qtr ☐ 2nd Qtr ☐ 3rd Qtr ☑ 4th Qtr

Period Covered

From Oct-15 Through Dec-15

**It is the jurisdictions responsibility to *correctly* enter detail and totals**
NOTE: All items listed on claim form are subject to disqualification without proper descriptions

| VENDOR AND DESCRIPTION OF COST | COST CATEGORIES | | | |
|---|---|---|---|---|
| | PERSONNEL & BENEFITS | TRAVEL | OFFICE | TOTAL |
| **Wages and Benefits** | | | | |
| Specify the name of the person(s) receiving standard salary/benefit or overtime and the date of period covered by wages. If different than the staffing pattern on file, please update the staffing pattern and attach to this report. | | | | |
| Thaddeus McKain, EM | | | | 0.00 |
| Salary - October | 3,851.86 | | | 3,851.86 |
| Salary - November | 4,351.86 | | | 4,351.86 |
| Salary - December | 3,851.86 | | | 3,851.86 |
| | | | | 0.00 |
| Benefits - October | 687.29 | | | 687.29 |
| Benefits - November | 687.29 | | | 687.29 |
| Benefits - December | 687.29 | | | 687.29 |
| | | | | 0.00 |
| Christina Marquart-Kreatsch | | | | 0.00 |
| Salary - October | 5,867.21 | | | 5,867.21 |
| Salary - November | 4,464.44 | | | 4,464.44 |
| Salary - December | 3,993.47 | | | 3,993.47 |
| | | | | 0.00 |
| Benefits- October | 210.29 | | | 210.29 |
| Benefits - November | 210.29 | | | 210.29 |
| Benefits - December | 210.29 | | | 210.29 |
| | | | | 0.00 |
| | | | | 0.00 |
| **Contract Costs** | | | | |
| Specify time period, daily or hourly rate, contractor name, and activity. The activity should tie directly to the annual work-plan in order to be eligible in this grant. Put in any/all of the columns to the right as applicable (These individuals will generally not be on the staffing pattern as they aren't FTE, but if the EM is a contract employee, they will be on the staffing page) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| **SUB-TOTAL AMOUNTS EXPENDED BY JURISDICTION (Enter last page TOTAL on Signature Page)** | 29,073.44 | 0.00 | 0.00 | 29,073.44 |
| **FEDERAL SHARE ELIGIBLE FOR REIMBURSEMENT (50% of Total)** | 14,536.72 | 0.00 | 0.00 | 14,536.72 |

**Chief Financial Officer Signs on signature page (attached)**
**Enter TOTAL of last page on spreadsheet to use as verification of claim**
**Signature sheet with original or electronic signature must accompany this report.**

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# Quarterly Reimbursement Request and Financial Report EMPG/LEMS Expenses

## Jurisdiction:

| Calendar Year 2015: Quarter: ☐ 1st Qtr ☐ 2nd Qtr ☐ 3rd Qtr ☑ 4th Qtr | Period Covered | | | |
|---|---|---|---|---|
| | From | Octobeer 2015 | Through | Dec-15 |

**It is the jurisdictions responsibility to *correctly* enter detail and totals**

NOTE: All items listed on claim form are subject to disqualification without proper descriptions

| VENDOR AND DESCRIPTION OF COST | COST CATEGORIES | | | |
|---|---|---|---|---|
| | PERSONNEL & BENEFITS | TRAVEL | OFFICE | TOTAL |
| **Rent or lease, utilities** | | | | |
| Specify months covered and amounts for each month | | | | |
| Gas - October | | | 58.08 | 58.08 |
| Gas - November | | | 123.10 | 123.10 |
| Gas - December | | | 420.45 | 420.45 |
| Electric- Ocotober | | | 353.05 | 353.05 |
| Electric - November | | | 377.50 | 377.50 |
| Electric - December | | | 411.61 | 411.61 |
| Water/Sewer - October | | | 22.98 | 22.98 |
| Water/Sewer - November | | | 22.98 | 22.98 |
| Water/Sewer - December | | | 20.45 | 20.45 |
| Trash - October | | | 92.80 | 92.80 |
| Trash - November | | | 92.80 | 92.80 |
| Trash - December | | | 92.80 | 92.80 |
| Internet - October | | | 79.99 | 79.99 |
| Internet - November | | | 79.99 | 79.99 |
| Internet - December | | | 79.99 | 79.99 |
| Direct TV - October | | | 53.99 | 53.99 |
| Direct TV - November | | | 53.99 | 53.99 |
| Direct TV - December | | | 53.99 | 53.99 |
| **Phone** | | | | |
| Specify months covered and amounts for each month. Include phone, cellular and pager charges | | | | |
| Pagers - October | | | | |
| Pagers - November | | | | |
| Pagers - December | | | | |
| Cell phones - October | | | 120.00 | 120.00 |
| Cell phones - November | | | 120.00 | 120.00 |
| Cell phones - December | | | 120.00 | 120.00 |
| Phones - October | | | 382.17 | 382.17 |
| Phones - November | | | 396.30 | 396.30 |
| Phones - December | | | 376.24 | 376.24 |
| Long distance - October | | | 5.20 | 5.20 |
| Long distance - November | | | 20.20 | 20.20 |
| Long distance - December | | | 36.00 | 36.00 |

| | | | | |
|---|---|---|---|---|
| **Emergency Management Fleet Vehicle Costs** | | | | |
| Fuel for 190 and 210 - October | | 948.51 | | 948.51 |
| Fuel for 190 and 210 - November | | 614.32 | | 614.32 |
| Fuel for 190 and 206 - December | | | | 0.00 |
| Fleet repairs/maint for 190 & 210 - October | | 2,005.84 | | 2,005.84 |
| Fleet repairs/maint for 190 & 210 & 206 - November | | 3,455.59 | | 3,455.59 |
| **Office Supplies** | | | | |
| Specify months covered and amounts for each month. For larger amounts, describe the purchase. | | | | |
| | | | | 0.00 |
| **Desk mat, planner, 8 GB thumb drive** | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| **Postage** | | | | |
| Specify months covered and amounts for each month | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| **SUB-TOTAL AMOUNTS EXPENDED BY JURISDICTION (Enter last page TOTAL on Signature Page)** | 0.00 | 7,024.26 | 4,066.65 | 11,090.91 |
| **FEDERAL SHARE ELIGIBLE FOR REIMBURSEMENT (50% of Total)** | 0.00 | 3,512.13 | 2,033.33 | 5,545.46 |

**Chief Financial Officer Signs on signature page (attached)**
**Enter TOTAL of last page on spreadsheet to use as verification of claim**
**Signature sheet with original or electronic signature must accompany this report.**

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# Quarterly Reimbursement Request and Financial Report EMPG/LEMS Expenses

**Jurisdiction:**

| Calendar Year 2015: Quarter: ☐ 1st Qtr ☐ 2nd Qtr ☐ 3rd Qtr ☑ 4th Qtr | Period Covered | | |
|---|---|---|---|
| | From | Oct-15 Through | Dec-15 |

**It is the jurisdictions responsibility to *correctly* enter detail and totals**
NOTE: All items listed on claim form are subject to disqualification without proper descriptions

| VENDOR AND DESCRIPTION OF COST | COST CATEGORIES | | | |
|---|---|---|---|---|
| | PERSONNEL & BENEFITS | TRAVEL | OFFICE | TOTAL |
| **Copying / Printing**<br>Specify months covered and amounts for each month. For larger amounts, specify the document printed or copied. | | | | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 |
| **Equipment costs, including items under $5,000 each**<br>Describe the equipment purchased or leased | | | | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 |
| **Petty Cash**<br>Explain transactions (office supplies, meeting supplies, postage, etc.) | | | | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 |
| **SUB-TOTAL AMOUNTS EXPENDED BY JURISDICTION (Enter last page TOTAL on Signature Page)** | 0.00 | 0.00 | 0.00 | 0.00 |
| **FEDERAL SHARE ELIGIBLE FOR REIMBURSEMENT (50% of Total)** | 0.00 | 0.00 | 0.00 | 0.00 |

**Chief Financial Officer Signs on signature page (attached)**
**Enter TOTAL of last page on spreadsheet to use as verification of claim**
**Signature sheet with original or electronic signature must accompany this report.**

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# Quarterly Reimbursement Request and Financial Report EMPG/LEMS Expenses

**Jurisdiction:**

| Calendar Year 2015: Quarter: ☐ 1st Qtr ☐ 2nd Qtr ☐ 3rd Qtr ☑ 4th Qtr | Period Covered | | | |
|---|---|---|---|---|
| | From | Oct-15 Through | | Dec-15 |

**It is the jurisdictions responsibility to *correctly* enter detail and totals**
NOTE: All items listed on claim form are subject to disqualification without proper descriptions

| VENDOR AND DESCRIPTION OF COST | COST CATEGORIES | | | |
|---|---|---|---|---|
| | PERSONNEL & BENEFITS | TRAVEL | OFFICE | TOTAL |
| **Travel / Training**<br>Specify which conference/training for each item. For mileage for vehicle, specify miles traveled and purpose of trip(s). (see example on back page) Eligible mileage reimbursement cannot exceed Federal mileage rate. | | | | |
| | | | | 0.00 |
| Emergency Managers Meeting - Lake City | | 96.00 | | 96.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
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| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| **Subscriptions / Dues**<br>Specify publication or organization and span of time covered. | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| **SUB-TOTAL AMOUNTS EXPENDED BY JURISDICTION (Enter last page TOTAL on Signature Page)** | 0.00 | 96.00 | 0.00 | 96.00 |
| **FEDERAL SHARE ELIGIBLE FOR REIMBURSEMENT (50% of Total)** | 0.00 | 48.00 | 0.00 | 48.00 |

**Chief Financial Officer Signs on signature page (attached)**
**Enter TOTAL of last page on spreadsheet to use as verification of claim**
**Signature sheet with original or electronic signature must accompany this report.**

## Quarterly Reimbursement Request and Financial Report EMPG/LEMS Expenses

To obtain the matching reimbursement for your expenses, the Chief Financial Officer (CFO) or agency's authorized representative must do the following:

1) Enter the jurisdiction's total expenditures on the line provided, to verify the CFO has seen the completed claim form. If the CFO, BOCC or City/Town Chief Elected or Executive Official, as applicable, delegates authority to sign to the Grant Administrator, the delegation must be on file with the DHSEM before an alternate signature can be accepted.

2) The Chief Financial Officer or agency's authorized representative must sign and date the form electronically or in *original* ink.

**Jurisdiction:**

**Calendar Year 2015: Quarter:**

☐ 1st Qtr ☐ 2nd Qtr ☐ 3rd Qtr ☑ 4th Qtr

**TOTAL Expenditures this Quarter:** **$40,260.35**

**Federal share eligible for reimbursement (50% of total)** **$20,130.18**

**(The jurisdiction's total quarter expenditures as listed on the last page of the claim form.)**

I certify that all expenses included in this report were incurred for the purposes of the grant, and documentation supporting all costs is on file and available for review as described in the grant contract or submission to the DHSEM upon request.

I will retain a copy of this claim and all supporting documentation on file for four years after the close of the grant.

Authorized Signature

3-15-2016
Date

DHSEM Regional Field Manager Approval: _____

DHSEM APPROVAL BY: _____ Date: _____ LEMS-____, 7_____, SB00, $_____

**For Your Reference** **Eligible Expenses**

| Eligible Expense | Detail Required for Reimbursement |
|---|---|
| Normal salary and benefits and overtime in compliance with jurisdiction's personnel policies. Please ensure that A-87 requirements for personnel cost tracking are met (see A-87 Appendix B, section 8, *compensation for personal services*.) | Specify the name of the person(s) receiving **standard** salary/benefits and the date of period covered by salary/benefits. *Please make sure all persons listed on the claim are shown on SPAPP07 (staffing pattern) on file in our office; you may enclose an updated form with this claim, if necessary.* |
| Rent or lease, utilities | Specify months covered and amounts for each month. |
| Phone | Specify base bill or monthly phone charges (with dates covered: example March telephone, or April cellular phone); describe unusually large amounts (example: yearly line charge-back). |
| Postage | Specify monthly usage (with dates covered: example: Feb. 1 - Feb. 28 postage, or reload postage meter, 01/18/11); describe unusually large amounts (example: sent Winter Storm watch brochures to local schools). |
| Office Supplies | Specify "office supplies," larger items (example: 65 reams of paper) |
| Copying/Printing | Specify dates covered by monthly or routine copy charges; for larger amounts, specify document coped or printed (example: 72-hour emergency brochure). |
| Travel and training (business, technical and professional) | Specify for which conference or training FOR EACH ITEM. For mileage claimed for personal vehicle use, specify miles traveled and purpose of trip(s) (example: DHSEM training class per diem @ ___/day; 150 miles @ $.39 = $58.50.) Eligible mileage reimbursement cannot exceed the Federal mileage rate. |
| Subscriptions and dues, class enrollment fees | If related to a conference or class, specify (i.e. registration). Specify the publication or organization and span of time covered. Organizational subscriptions to and dues for emergency management related organizations and publications are eligible. Individual memberships or subscriptions are not eligible. |
| Equipment costs, including items under $5,000 each (should be specifically identified in the budget/application) | Describe equipment purchased or leased, or describe agreement. Include leases and maintenance agreements. |
| Petty Cash | Explain transactions (office supplies, meeting supplies, postage, etc.) |

**Ineligible Expenses**

| | |
|---|---|
| 1. Expenses claimed for another Federal Program | 5. Construction costs |
| 2. Expenses counted as match funds towards another Program. | 6. Promotional (advertising) items or activities. |
| 3. Response and Recovery (cannot bill for flight to oversee flood area). | 7. Entertainment costs. |
| 4. Maintenance or purchase costs related to response or recovery vehicles; only vehicles used in routine EM duties are eligible. | 8 Any costs disallowed or stated as ineligible in OMB Circular A-87 or CFR 44-13 |

OFFICE OF COUNTY COMMISSIONERS
P.O. Box 1507
Pagosa Springs, CO 81147

(970) 264-8300
FAX (970) 264-8306

March 15, 2016

The History Colorado State Historical Fund
History Colorado Center
1200 Broadway
Denver, CO 80203

Dear Sir/Madam,

The Archuleta County Board of Commissioners fully supports the Town of Pagosa Springs application to the State Historical Fun for the preservation and restoration of the Old Pagosa Water Treatment Plant.

The current building is in extreme disrepair. We are pleased that efforts are being taken to restore this important part of our local history. This water treatment plant was the first of its kind within Archuleta County. Although projects were established within the boundaries of the Town of Pagosa Springs, it served and enriched the lives of many families in the greater Archuleta County.

The Town's efforts to restore the building is a remarkable undertaking and will remind us all of the hard work and efforts that enriched our local history. The project will also provide our community and tourists with a preview into the early 1930's importance of water treatment and architecture within Colorado, Pagosa Springs, and Archuleta County.

We understand that the project may take several years and we, as a Board and community, are pleased to support this project through its various stages. With your assistance, we are excited about the possibilities that could be added to our local economic growth through heritage tourism.

Sincerely,

Michael Whiting
Chairman

OFFICE OF COUNTY COMMISSIONERS
P.O. Box 1507
Pagosa Springs, CO 81147

(970) 264-8300
FAX (970) 264-8306

September 30, 2015

History Colorado State Historical Fund
History Colorado Center
1200 Broadway
Denver, CO 81147

Dear Sir/Madam,

The Archuleta County Board of Commissioners fully supports the Town of Pagosa Springs application to the Colorado State Historical Fund for the stone and masonry restoration of the Old Pagosa Springs Water Treatment Plant and the reconstruction of the Historic Pedestrian Bridge.

The current building and pedestrian bridge are in extreme disrepair. We are pleased that efforts are being taken to restore this important part of our local history. This water treatment plant and pedestrian bridge were the first of its kind within Archuleta County. Although the projects were established within boundaries of the Town of Pagosa Springs, it served and enriched the lives of many families in the greater Archuleta County.

The Town's efforts to stabilize and restore the building and bridge are a remarkable undertaking and will remind us of the hard work and efforts that enriched our local history. The projects will also provide our community and tourists with a preview into the early 1930's importance of water treatment and architecture within in Colorado, Pagosa Springs and Archuleta County.

We understand that the project may take several years and we, as a Board and community, are pleased to support this project through its various stages. With your assistance, we are excited about the possibilities that could be added to our local economic growth through historic tourism.

Sincerely,

Michael Whiting
Archuleta County Board of County Commissioners
Chairman

# ARCHULETA COUNTY CORONER INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this _____ day of March, 2016 between the Archuleta County Coroner ("Coroner"), and Marcia Jury, ("Independent Contractor").

This Agreement is made with the understanding that from time to time the Archuleta County Coroner is unavailable to perform his duties and it is necessary to have individuals who, during such times of unavailability can perform the necessary and important duties of the County Coroner in his absence.

**NOW THEREFORE,** in consideration of the monies to be provided and received and such other terms and conditions contained herein, the parties agree to the following:

**1. WORK TO BE PERFORMED**

The Coroner and the Independent Contractor agree that the Independent Contractor will be placed on an "On Call" list. From this list the Coroner shall appoint an independent contractor that shall temporarily perform the duties of the Coroner in his absence. In the absence of the Coroner, the Independent Contractor shall perform the statutory duties of the Coroner.

**2. TERMS OF PAYMENT**

The Independent Contractor shall be paid by the Coroner $100.00 per month while the Independent Contractor remains on the On Call list and available to perform the duties of the Coroner. For each instance that the Independent Contractor is asked to perform the duties of the Coroner in his absence, Coroner shall pay the Independent Contractor $100.00 per instance. Under no circumstance shall the amounts paid to the Independent Contractor exceed $1500.00 in a calendar year.

**3. EXPENSES**

The Coroner shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

**4. MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS**

The Coroner shall supply the necessary safety and investigatory materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this Agreement. The Independent Contractor shall supply, at its own expense, any additional materials, supplies, equipment and tools including, but not limited to, a digital camera and cell phone for communication.

**5. PAYROLL TAXES**

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the Coroner on behalf of the Independent Contractor or for the employees of the Independent Contractor. The Independent Contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this Agreement. The Independent Contractor shall be responsible to pay all taxes as mandated by law.

**6. FRINGE BENEFITS**

Since the Independent Contractor is not an employee of the Coroner's business, the Independent Contractor is not eligible for and shall not participate in any employer benefit of the Coroner including pension, health or other fringe benefits.

**7. WORKERS' COMPENSATION**

The Coroner shall not obtain workers' compensation insurance on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning its business and its employees.

**8. TERM OF AGREEMENT**

Though the parties have entered this Agreement on the date set forth above, the effective date of this agreement shall commence of March 8, 2016, and shall terminate at the end of the calendar year unless terminated earlier by either party according to the terms contained herein.

**9. TERMINATION WITHOUT CAUSE**

Either party may terminate this Agreement by giving 20 days' written notice to the other of its intent to terminate this Agreement. Such termination may be made with or without cause. During the 20-day period after such notice is sent, the parties shall continue to act toward each other in good faith. Written notice of such intent shall be sent to the address of the other party accompanying their signature at the end of this Agreement.

**10. TERMINATION WITH CAUSE**

Either party may terminate this Agreement with reasonable cause, effective immediately upon the giving of written notice of the termination. The grounds for reasonable cause shall include: material violation of this Agreement or any act exposing the other party to liability for personal injury or property damage. Written notice of such intent shall be sent to the address of the other party accompanying their signature at the end of this Agreement.

**11. NONWAIVER**

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**12. NO AUTHORITY TO BIND CORONER**

The Independent Contractor has no authority to enter into contracts on behalf of the Coroner. This Agreement does not create a partnership between the parties.

**13. COMPLIANCE WITH LAWS**

The Independent Contractor represents that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

**14. NOTICES**

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated at the bottom of this Agreement. Any party may change its notice address by giving notice of the change in accordance with this section.

**15. ASSIGNMENT OF CONTRACT**

The Independent Contractor shall not be allowed to assign this Agreement in whole or in part. Any attempt to assign this Agreement shall be null and void.

**16. CHOICE OF LAW**

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of State of Colorado.

**17. ENTIRE AGREEMENT**

This is the entire Agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing that is signed by each of the parties.

**18. SEVERABILITY**

If any part of this Agreement is held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

**19. APPROPRIATIONS**

This Agreement shall be subject to and conditioned upon appropriation of funds by the Archuleta Board of County Commissioners. Any financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted or otherwise made available.

**20. NATURE OF RELATIONSHIP**

The parties intend that an independent contractor-employer relationship will be created by this Agreement and the Independent Contractor shall perform the contract as an Independent Contractor and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. Coroner is interested only in the results to be achieved and the conduct and control of the work will lie solely with Independent Contractor. It is understood that Coroner does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for others while under contract with Coroner.

The parties have executed this Agreement the day and year first set forth above.

| | |
|---|---|
| _____ | _____ |
| Dan Keunig Date | Independent Contractor Date |
| Archuleta County Coroner | Marcia Jury |
| P.O Box 486 | |
| Pagosa Springs, CO 81147 | |

_____ _____

Archuleta County Commissioners Chair Date

**RESOLUTION NO. 2016-___**

# ARCHULETA COUNTY, COLORADO

## A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO ACCEPTING A DONATION TO BE USED FOR SECURING AMMUNITION FOR THE ARCHULETA COUNTY SHERIFF'S DEPARTMENT

**WHEREAS**, Archuleta County Sheriff's Department has the need to acquire ammunition to be used by officers for training purposes; and

**WHEREAS**, James Huffman, a local resident has approached the Archuleta County Sheriff's Department, without being solicited, and has expressed a desire to donate funds to be used for the sole purpose of the Archuleta County Sheriff's Department procuring ammunition to be used in training; and

**WHEREAS**, the Board of County Commissioners of Archuleta County wish to provide assurance to James Huffman, that the monies he donates will in fact be used for the purpose he intended.

**NOW, THEREFORE, BE IT RESOLVED** that Archuleta County will accept a cash donation from James Huffman and that such donation will be used solely for the purpose of acquiring ammunition to be used by the Archuleta County Sheriff's Department for training purposes.

**DONE AND ADOPTED IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO**, this 15th day of March, 2016.

BOARD OF COUNTY COMMISSIONERS
ARCHULETA COUNTY, COLORADO

ATTEST

_____
County Clerk, June Madrid

_____
Michael Whiting, Chair

**RESOLUTION NO. 2016-___**

**A RESOLUTION APPROVING THE CONSOLIDATION OF CERTAIN LOTS IN ARCHULETA COUNTY, COLORADO**

**WHEREAS,** the Board of County Commissioners of Archuleta County, Colorado, has heretofore adopted regulations relating to the consolidation of lots in Archuleta County, Colorado, (Resolution No. 2006-25); and

**WHEREAS,** the Board has received an application from Gerald D. Shoaf and Claire R. Harrison, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

**WHEREAS**, the Board has found that Gerald D. Shoaf and Claire R. Harrison, has met all the requirements contained in said regulations for Lot Consolidations and the Board may consolidate the hereafter mentioned lots.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Archuleta County as follows: The Chair does hereby sign on authority granted by the Board of County Commissioners and approves the consolidation of Lots 140 and 141, Pagosa Highlands Estates, according to the plat thereof filed for record February 7, 1972, as Reception No. 75409, Archuleta County, Colorado, to become Lot 141X with the condition that if, at a future date, there is a request to split or re-subdivide the consolidated lots, the applicant must comply with the applicable Land Use Regulations in effect at the time the application is made.

APPROVED AND ADOPTED DURING A MEETING DULY AND REGULARLY CALLED, NOTICED, CONVENED AND HELD IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, this 1st day of March, 2016.

The Board of County Commissioners
Archuleta County, Colorado

ATTEST:

_____
June Madrid,
Archuleta County Clerk and Recorder

_____
Chairman Michael Whiting

Return copy to Planning Dept.

High Country Title, Inc.
Post Office Box 2400
486 Lewis Street
Pagosa Springs, CO 81147
(970) 264-2128 Office
(970) 264-2130 Fax

# OWNERSHIP & ENCUMBRANCE REPORT
## O&E- 16-3572

February 10, 2016

Shoaf and Harrison

RE: O&E Report 16-3572
**********

**PROPERTY DESCRIPTION(S):**

Lots 140 and 141, Pagosa Highlands Estate, according to the plat thereof filed February 7, 1972, as Reception No. 75409, in the office of the Clerk and Recorder, Archuleta County, Colorado.

**TAX SCHEDULE NO(S):**

5583-253-02-107 As to Lot 140
5583-253-02-108 As to Lot 141

**VESTED OWNER(S):**

Gerald D. Shoaf and Claire R. Harrison by Warranty Deed, as Joint Tenancy, as recorded November 11, 2014 at Reception No. 21406827, in the office of the Clerk and Recorder, Archuleta County, Colorado. (as to Lot 141)
Gerald D. Shoaf and Claire R. Harrison by Warranty Deed, as Joint Tenancy, as recorded November 14, 2014 at Reception No. 21406829, in the office of the Clerk and Recorded, Archuleta County, Colorado. (as to Lot 140)

**LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF February 5, 2016 AT 8:00 A.M.:**
NONE

Any tax, assessment, fee or charge by reason of the inclusion of the subject property in the Pagosa Lakes Property Owners Association, Pagosa Area Water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.

D. Benning

Authorized Signature

THE INFORMATION SET FORTH IN THIS REPORT IS BASED ON A CAREFUL SEARCH AND EXAMINATION OF THE RECORDS OF THE ARCHULETA COUNTY CLERK AND RECORDER'S OFFICE. HOWEVER, THIS REPORT IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE, NOR AN OPINION OF TITLE, NOR A GUARANTY OF TITLE, AND THE LIABILITY HEREIN SHALL NOT EXCEED THE AMOUNT PAID FOR THIS REPORT

**RESOLUTION NO. 2016-**

**A RESOLUTION APPROVING THE CONSOLIDATION OF CERTAIN LOTS IN ARCHULETA COUNTY, COLORADO**

**WHEREAS,** the Board of County Commissioners of Archuleta County, Colorado, has heretofore adopted regulations relating to the consolidation of lots in Archuleta County, Colorado, (Resolution No. 2006-25); and

**WHEREAS,** the Board has received an application from Carolanne P. Kidd, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

**WHEREAS**, the Board has found that Carolanne P. Kidd, has met all the requirements contained in said regulations for Lot Consolidations and the Board may consolidate the hereafter mentioned lots.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Archuleta County as follows: The Chair does hereby sign on authority granted by the Board of County Commissioners and approves the consolidation of Lots 585 and 586, Pagosa Vista, according to the plat thereof filed for record September 13, 1971, as Reception No. 74884, Archuleta County, Colorado, to become Lot 585X with the condition that if, at a future date, there is a request to split or re-subdivide the consolidated lots, the applicant must comply with the applicable Land Use Regulations in effect at the time the application is made.

APPROVED AND ADOPTED DURING A MEETING DULY AND REGULARLY CALLED, NOTICED, CONVENED AND HELD IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, this 15th day of March, 2016.

The Board of County Commissioners
Archuleta County, Colorado

ATTEST:

_____
June Madrid,
Archuleta County Clerk and Recorder

_____
Chairman Michael Whiting

Return copy to Planning Dept.

High Country Title, Inc.
Post Office Box 2400
486 Lewis Street
Pagosa Springs, CO 81147
(970) 264-2128 Office
(970) 264-2130 Fax

# OWNERSHIP & ENCUMBRANCE REPORT
O&E- 16-3577

February 11, 2016

Carolanne Kidd
RE: O&E Report 16-3577
**********

PROPERTY DESCRIPTION(S):

Lots 585 and 586, Pagosa Vista, according to the plat thereof filed September 13, 1971, as Reception No. 74884, in the office of the Clerk and Recorder, Archuleta County, Colorado.

TAX SCHEDULE NO(S):

5699-194-25-009 (As to Lot 585)
5699-194-25-008 (As to Lot 586)

VESTED OWNER(S):

Carolanne Kidd by Warranty Deed, as Joint Tenancy, as recorded June 14, 2006 at Reception No. 20605682, in the office of the Clerk and Recorder, Archuleta County, Colorado.
(As to Lot 585X)

Carolanne P. Kidd by Quit Claim Deed, as recorded April 13, 2012 at Reception No. 21202308, in the office of the Clerk and Recorded, Archuleta County, Colorado.
(As to Lot 586)

LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF February 9, 2016 AT 8:00 A.M.:

Notice of Building Code Violation by Archuleta County, as recorded April 19, 2007 at Reception No. 20703318, in the office of the Clerk and Recorder, Archuleta County, Colorado.

Any tax, assessment, fee or charge by reason of the inclusion of the subject property in the Pagosa Lakes Property Owners Association, Pagosa Area Water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.

J. Bunning

Authorized Signature

THE INFORMATION SET FORTH IN THIS REPORT IS BASED ON A CAREFUL SEARCH AND EXAMINATION OF THE RECORDS OF THE ARCHULETA COUNTY CLERK AND RECORDER'S OFFICE. HOWEVER, THIS REPORT IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE, NOR AN OPINION OF TITLE, NOR A GUARANTY OF TITLE, AND THE LIABILITY HEREIN SHALL NOT EXCEED THE AMOUNT PAID FOR THIS REPORT

High Country Title, Inc.
Post Office Box 2400
486 Lewis Street
Pagosa Springs, CO 81147
(970) 264-2128 Office
(970) 264-2130 Fax

**OWNERSHIP & ENCUMBRANCE REPORT**
**O&E- 16-3565**

**February 1, 2016**

**Marty G. Ryan**

**RE: O&E Report 16-3565**
**********

**PROPERTY DESCRIPTION(S):**

**Lots 145, 146, 147, 148 and 149, Pagosa Trails according to the plat thereof filed September 13, 1971 as Reception No. 74885, in the office of the Clerk and Recorder, Archuleta County, Colorado.**

**TAX SCHEDULE NO(S):**

**5695-251-01-005 (as to Lots 145, 146, 147)**
**5695-251-01-002 (as to Lots 148, 149)**

**VESTED OWNER(S):**

**Marty G. Ryan Trustee of Mary G. Ryan RLT dated December 2, 2015 by Quit Claim Deed as recorded December 24, 2015 at Reception No. 21509500, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lots 145, 146, 147)**

**Marty G. Ryan Trustee of the Mary G. Ryan RLT dated December 2, 2015 by Quit Claim Deed as recorded December 24, 2015 at Reception No. 21509501, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lots 148, 149)**

**LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF January 28, 2016 AT 8:00 A.M.:**
**NONE**

**Any tax, assessment, fee or charge by reason of the inclusion of the subject property in the Pagosa Lakes Property Owners association, Pagosa Area Water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.**

J. Bunning

**Authorized Signature**

THE INFORMATION SET FORTH IN THIS REPORT IS BASED ON A CAREFUL SEARCH AND EXAMINATION OF THE RECORDS OF THE ARCHULETA COUNTY CLERK AND RECORDER'S OFFICE. HOWEVER, THIS REPORT IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE, NOR AN OPINION OF TITLE, NOR A GUARANTY OF TITLE, AND THE LIABILITY HEREIN SHALL NOT EXCEED THE AMOUNT PAID FOR THIS REPORT

**RESOLUTION NO. 2016-___**

**A RESOLUTION APPROVING THE CONSOLIDATION OF CERTAIN LOTS IN ARCHULETA COUNTY, COLORADO**

**WHEREAS,** the Board of County Commissioners of Archuleta County, Colorado, has heretofore adopted regulations relating to the consolidation of lots in Archuleta County, Colorado, (Resolution No. 2006-25); and

**WHEREAS**, the Board of County Commissioners of Archuleta County, Colorado, has heretofore adopted Resolution 2015-36 which recognized certain lots in the Chris Mountain Village at Pagosa Unit 2 and Pagosa Trails subdivisions as combination lots and shall be considered as one lot, recorded June 18, 2015, as Reception No. 21503813; and

**WHEREAS,** the Board has received an application from Marty G. Ryan Trustee of the Marty G. Ryan RLT dated December 2, 2015, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

**WHEREAS**, the Board has found that Marty G. Ryan Trustee of the Marty G. Ryan RLT dated December 2, 2015, has met all the requirements contained in said regulations for Lot Consolidations and the Board may consolidate the hereafter mentioned lots.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Archuleta County as follows: The Chair does hereby sign on authority granted by the Board of County Commissioners and approves the consolidation of Lots 145 through 149, Pagosa Trails, according to the plat thereof filed for record September 13, 1971, as Reception No. 74885, Archuleta County, Colorado, to become Lot 148X with the condition that if, at a future date, there is a request to split or re-subdivide the consolidated lots, the applicant must comply with the applicable Land Use Regulations in effect at the time the application is made.

APPROVED AND ADOPTED DURING A MEETING DULY AND REGULARLY CALLED, NOTICED, CONVENED AND HELD IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, this 15th day of March, 2016.

The Board of County Commissioners
Archuleta County, Colorado

ATTEST:

_____ _____

June Madrid,
Archuleta County Clerk and Recorder

Chairman Michael Whiting

Return copy to Planning Dept.

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**
**SUPPLY AND APPLICATION OF MAGNESIUM CHLORIDE**
**TO VARIOUS ROADS IN ARCHULETA COUNTY**

The Board of County Commissioners of Archuleta County, Colorado, hereinafter referred to as "County"; and GMCO Corporation, hereinafter referred to as "Contractor" do hereby enter into this Independent Contractor Services Agreement under the following terms:

1. **TERM:** The term of this Agreement shall be from March 15, 2016, until project completion, but no later than July 31, 2016. The project shall not commence until the County issues a Notice to Proceed, and weather is permitting. The County expects the project to start sometime in April, 2016 and to be completed approximately 5-6 weeks later. The Notice to Proceed is subject to satisfaction of the Submission Requirements included in IFB No. 6050-16-001. Subject to continued availability and appropriation of such funds, at the end of the applicable term, it is the County's intent to enter into new contracts for two additional one year agreements for 2017 and 2018, unless the County gives notice of its intent to rebid. Said contracts will be closed out annually for accounting, retainage and bonding purposes so that the agreement is for one year only and not an accumulative amount or duration. The Parties agree upon said term from a completion schedule and a range of negotiated and mutually agreeable work hours.

2. **IFB AND PROPOSAL PART OF CONTRACT:** Contractor agrees to perform the services as set forth and in accordance with the Invitation For Bid (IFB) for the project, and Contractor's Proposal as opened at a Bid Opening on February 25, 2016, as approved by the County on March 15, 2016. Said IFB and Proposal are incorporated herein and will be on file in the Archuleta County Original Contract File.

3. **INDEPENDENT CONTRACTOR:** Contractor is an Independent Contractor, not an employee of County or the State of Colorado, and is not subject to County or State personnel systems. Contractor is engaged in an independent trade, occupation, profession or business and is qualified to perform the services pursuant to this Agreement. County shall rely upon Contractor's expertise, and Contractor is free from control and direction by County in performance of said services. County shall not provide any training to the Contractor, nor oversee the actual work, nor instruct Contractor as to how the work will be performed. Contractor is free to provide services to others and is not required to work exclusively for County. Contractor is responsible for providing its own tools and benefits at its own cost. Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits unless paid for by contractor and contractor is obligated to pay federal (including social security) and state income tax an any monies earned pursuant to his contract relationship. Contractor is responsible for complying with all employment laws and insurance laws relating to its own employees, and shall purchase and provide proof of workers' compensation coverage for such employees. Contractor agrees to acquire and maintain throughout the term hereof sufficient liability insurance to fully perform its obligations hereunder. Contractor is and shall remain a separate and distinct entity from the County; the business operations of the County shall in no way combine with the business operations of the Contractor.

4. **COMPENSATION:** Payments for services rendered pursuant to this Agreement shall not exceed $ 319,000 at the rates set forth in Contractor's bid/proposal at $0.725 per gallon. Payment is set at a contract rate for the work and is not set as a salary or hourly-employment rate. Payments shall be made by warrants payable to the trade or business name of the contractor and not to any individual. Such payments are to be made on a monthly basis for services rendered subject to the Contractor providing County with an itemized statement of services provided, along with documentation showing the total number of gallons of magnesium chloride applied, the roads to which the magnesium chloride was applied, as well as the application distance measured in feet for each road, pursuant to this Agreement. If this Agreement is terminated, County shall compensate Contractor for all services rendered to the date of termination. Archuleta County is a public entity. Nothing in this document waives the Colorado Governmental Immunity Act. All funding obligations beyond the current fiscal year (which is Jan. 1 to December 31, 2016) are subject to the funds being budgeted and appropriated.

5. **INSURANCE:** Contractor is required to hold throughout the initial term and all subsequent terms of this contract general liability insurance in the amount of $150,000 per person/$1,000,000 per occurrence/$3,000,000 aggregate, which names the Board of County Commissioners of Archuleta County, Colorado as an Additional Insured. The Certificate of Insurance shall also contain an endorsement that coverage may not be canceled or terminated without 10 days prior written notice to the County. Contractor further agrees to comply with all state Workers' Compensation Insurance requirements throughout the term of this Contract.

6. **INSPECTION:** County reserves the right to periodically inspect project work. If the work is being performed incorrectly, County may notify Contractor of such deficiency and offer Contractor an opportunity to correct said work; or if such incorrect work constitutes a substantial breach of this Agreement, County reserves the right to terminate this Agreement immediately upon written notice to Contractor.

7. **INDEMNIFICATION:** Contractor hereby agrees to defend, save and hold harmless County, or any of its departments, agencies, officers or employees from all cost, damage and liability incurred by any of the above and from any other damage, cost and liability to any person or property whatsoever, which is caused by an activity, condition or event arising out of the negligent performance or non-performance of any provision of this Agreement by Contractor, its agents or independent subcontractors. Indemnification is intended to extend to all such claims, irrespective of whether they are covered by insurance. The above cost incurred by County or any of its departments, agencies, employees, or officers shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

8. **ENTIRE AGREEMENT:** This written Agreement is the entire agreement between the Parties. This Agreement is one for personal services and as such, may not be assigned or delegated, by either Party, in any manner, without the express prior written consent of the other Party. Any and all prior or contemporaneous statements, understandings not contained herein shall be of no further force and effect. This Agreement may not be amended except in writing and signed by both Parties. An original facsimile signature to this agreement or amendments hereto will be considered as an original.

9. **VENUE/LEGAL FEES:** The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Archuleta County, Colorado. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.

In Witness Whereof, the Parties hereto have set their hands and seals on this the 15 day of March, 2016.

Board of County Commissioners
Archuleta County, Colorado

_____
**MICHAEL WHITING, CHAIRMAN**

(Seal)
Attest:

_____
DEPUTY CLERK TO THE BOARD

_____
Contractor

STATE OF COLORADO )
)ss.
COUNTY OF ARCHULETA )

The foregoing instrument was acknowledged before me this ____ day of _____, 2016.

My Commission Expires:_____

_____
Notary Public

# Memorandum

TO: Chairman Michael Whiting and the Archuleta County Board of Commissioners

DATE: March 10, 2016

FROM: Bentley Henderson

RE: Avjet/FBO Lease Assignment

BACKGROUND

Archuleta County currently owns and operates Archuleta County Airport - Stevens Field. The Airport is a public airfield used for General Aviation activities. In an effort to provide certain services to the users of the airport, the County leases to a private company space and facilities to provide those services. These services are provided by what is termed in the industry a Fixed Base Operator (FBO). The FBO for the airport is Avjet. Presently, Archuleta County has in place an FBO Agreement and Hangar lease with Avjet. The lease was executed in April of 2010 and has remained unchanged since that time.

PROPOSAL

Recently Avjet's owner Marc Foulkrod has requested of the County an amendment to the lease to provide for a change in ownership of the assets of the FBO. Provided in your packet is a copy of the proposed lease assignment and assumption. The provisions of the assignment contemplate no change in any of the obligations that run with the original lease, as evidenced by the second paragraph of the assignment.

In our review of the lease in preparation of the assignment, staff have advised Mr. Foulkrod through his local representative that there are some conditions of the lease that should be discussed. It is staff's intention to engage the lessee within the next 60 days to have discussions regarding some additional amendments to the lease. It is not our intent to delay execution of the assignment. Staff is in agreement that the assignment and assumption satisfy the conditions outlined in Section 7. Assignment or Change of Control of the original lease and would recommend approval of the assignment.

AVJET CORPORATION

February 12, 2016

To Whom It May Concern,

Avjet hereby appoints Michael Heraty to act as Avjet's agent to discuss the transfer of the FBO lease from Avjet Corporation to Blackhawk Aviation dba Avjet Pagosa Springs. These discussions can include the Town of Pagosa Springs and the Archuleta County administration.

This lease transfer is merely a convenience for the management of assets. The ownership continues to be Marc Foulkrod with the employees and business to continue as currently operating.

Please contact me for any questions regarding this discussion.

Kind regards,

Marc J. Foulkrod
Chairman and CEO

Toll Free (800) 342-8538 Office (818) 841-6190 Fax (818) 841-6209 4301 Empire Avenue Burbank, CA 91505 www.avjet.com

# ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made and entered into to be effective as of _____, 2016 (the "Effective Date"), between AVJET CORPORATION (the "Assignor") and BLACKHAWK AVIATION, INC., D/B/A AVJET PAGOSA SPRINGS (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is a party to that certain Fixed Base Operator (FBO) Agreement and Hangar Lease dated April 1, 2010, between The Board of County Commissioners of Archuleta County, Colorado, as landlord, and Assignor, as tenant (the "Lease"), demising certain premises known as the FBO hangar and more particularly described in the Lease; and

WHEREAS, Assignor desires to assign all of its right, title and interest as tenant under the Lease to Assignee, and Assignee desires to assume, observe and perform all of the terms, covenants and conditions to be observed or performed by the tenant under the Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid by Assignor, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Assignee, IT IS AGREED:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Assignment. As of the Effective Date, and subject to all the terms, provisions, conditions, obligations, covenants and agreements contained or referred to in the Lease to be performed by the Assignor thereunder or hereunder, Assignor does hereby grant, bargain, sell, convey, transfer and assign and deliver to Assignee all of Assignor's right, title and interest in and to the Lease.

3. Acceptance and Assumption. As of the Effective Date, Assignee accepts the assignment of Lease. Assignee further assumes, covenants and agrees to fully and faithfully perform and discharge each and every covenant, duty, obligation, liability and term on the part of Assignor to be performed under the Lease.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. No Further Modification. Except as set forth in this Assignment, all of the terms and provisions of the Lease shall apply and shall remain unmodified and in full force and effect.

6. Entire Agreement. This Assignment sets forth the entire understanding of the parties in connection with the subject matter hereof. Neither party has relied upon any

understanding, representation or warranty not set forth in this Assignment, either oral or written, as an inducement to enter into this Assignment.

7. Severability. If any term or provision of this Assignment shall be deemed or held by any court or authority having proper jurisdiction to be invalid, illegal, void or unenforceable, the remaining terms and provisions hereof shall nevertheless remain in full force and effect with the intent that the purpose of this Assignment will be accomplished.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

*[signatures appear on the following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease as of the date first above written.

Signed, sealed and delivered
in the presence of:

AVJET CORPORATION

_____
Print
Name: _____

By:_____
Name:_____
Its:_____

_____
Print
Name: _____

**"Assignor"**

BLACKHAWK AVIATION, INC., D/B/A AVJET PAGOSA SPRINGS

_____
Print
Name: _____

By:_____
Name:_____
Its:_____

_____
Print
Name: _____

**"Assignee"**

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The undersigned, as Landlord under the Lease described in the foregoing Assignment, does hereby consent to the foregoing assignment from Assignor to Assignee on the conditions set forth therein.

BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO

By:_____
Name:_____
Its:_____

Dated: _____, 2016