



ARCHULETA COUNTY
BOARD OF COUNTY COMMISSIONERS

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

DISCLOSURES AND/OR CONFLICT OF INTEREST

APPROVAL OR ADJUSTMENTS TO AGENDA

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**).

ABATEMENT HEARING

A. Petition For Abatement Or Refund Of Taxes

Petition For Abatement or Refund of Taxes

John M & Teresa Ann Huft
R019056 / 5581-202-00-120
408 Raptor Place / Eagle Peak Ranch a portion of Lot 6 ; Lots 7 - 9

This account has gone through a split process, deeding 55.55 acres to GC Colorado LLC with a warranty deed recorded on 11/9/2015 with reception number 21508252. We are abating this original account and sending new tax statements on the two newly created accounts R019193 and R019194.

This will be a wash.

2015 Actual Value - \$811,130
2015 Assessed Value - \$77,630
2015 Taxes - \$4,565.44

Presenter	Natalie Woodruff
Presenter's Title	Assessor

Documents: [R019056 ABATEMENT PAGE 1.PDF](#), [R019056 ABATEMENT PAGE 2.PDF](#)

LIQUOR BOARD

A. Special Events Permit For Pagosa Lakes Property Owners Association, Inc.

This is an application for a Special Events Permit for Pagosa Lakes Property Owners Association, Inc., to serve malt, vinous and spirituous liquor at 230 Port Ave. for their monthly dance event. The Sheriff has been notified of this event. The proper fees were collected and the premises was posted for the 10 required days prior to today's Hearing.

Presenter Tonya McCann
Presenter's Title Executive Assistant

Documents: [PLPOA SPECIAL EVENT 2-12-16.PDF](#)

REPORTS

A. Department Of Human Services 4th Quarter Report 2015

Archuleta County Department of Human Services 2015 4th Quarter Report. The report provides information related to various program activities as well as statistics and narrative related to accomplishments and goal attainment.

Presenter Matthew A. Dodson, LCSW
Presenter's Title Director, Department of Human Services

Documents: [ACDHS 4TH QUARTER REPORT 2015.PDF](#)

B. County Clerk & Recorder's Year End Report

Year end report to the Board explaining revenues received in 2015 along with expectations and goals for 2016.

Presenter June Madrid
Presenter's Title Clerk and Recorder

Documents: [EOY REPORT CCR.PDF](#), [CR STATISTICS.PDF](#)

CONSENT AGENDA

A. PAYROLL AND PAYABLE WARRANTS

January 20, 2016 - February 2, 2016

B. REGULAR MEETING MINUTES

Regular Meeting Minutes of January 5, 2016

Draft of the Regular Meeting of January 5, 2016 for approval.

Documents: [1-5-16R.PDF](#)

Regular Meeting Minutes of January 19, 2016

Draft of the January 19, 2016 Regular Meeting minutes for approval by the BoCC

Documents: [1-19-16R.PDF](#)

C. Consideration Of Resolution 2016 - _____ To Consolidate 2 Lots Into 1 Lake Forest Estates Owned By Douglas C. Call

This request is to consider the Resolution authorizing the consolidation of Lots 178 and 179 Lake Forest Estates, to become Lot 178X owned Douglas C. Call

Documents: [CALL MG.PDF](#), [RESOLUTION FOR LOT CONSOLIDATION - CALL.PDF](#)

D. Consideration Of Resolution 2016 - _____ Consolidate 3 Lots Into 1 Lake Pagosa Park Block 21 Owned By Thomas C. Garduno And Catherine Garduno

This request is to consider the Resolution authorizing the consolidation of Lots 1, 10 and 11 Lake Pagosa Park Block 21, to become Lot 11X owned by Thomas C. Garduno and Catherine Garduno

Documents: [GARDUNO O AND E.PDF](#), [RESOLUTION FOR LOT CONSOLIDATION - GARDUNO.PDF](#)

E. Consideration Of Approval Of The 2016 Position Classification Pay Scale

The 2016 Position Classification Pay Scale represents the deletions and additions of various job titles and salary ranges.

Documents: [2016 POSITION CLASSIFICATION PAY SCALE.PDF](#)

F. Consideration Of A Grant Award From The Department Of Natural Resources Division Of Parks And Wildlife Through The State Trails Program For The Construction Of The Pagosa Regional Trail Project In Pagosa Lakes

Archuleta County has been awarded a grant from CPW for trail construction in the Pagosa Lakes area. Requested action is authorization for the Chairman to execute the grant and accept the award.

Documents: [PLPOA TRAILS GRANT MEMO.PDF](#), [PLPOA TRAILS GRANT.PDF](#)

G. Consideration Of Approval Of An Agreement For Preliminary Design And Construction Engineering Services

This is an agreement between Archuleta County and Davis Engineering Services, Inc. for engineering services related to the reconstruction of a portion of Lake Forest Circle.

Documents: [DAVIS ENGINEERING CONTRACT FOR LAKE FOREST CIRCLE.PDF](#)

NEW BUSINESS

A. Resolution 2016- Increasing Active Voters In Precincts 6, 7 & 8

Resolution allowing over 1,500 active voters in precincts 6, 7 & 8 without changing precinct boundary lines. The current voting populations are:

- 1= 808
- 2= 867
- 3= 661
- 4= 351
- 5= 483
- 6= 1716
- 7= 1250
- 8= 1560

Due to growth over the past couple of years the precincts need to be in compliance with state statute.

Presenter	June Madrid
Presenter's Title	Clerk and Recorder

Documents: [RESOLUTION TO ALLOW INCREASE OF VOTERS IN PRECINCTS 6, 7 AND 8.PDF](#)

B. Consideration Of Resolution 2016 - _____ Approving Banking And Investment Organizations For County Funds

The Board of County Commissioners is required to annually approve banking and investment options for the County Treasurer to use in depositing and investing county monies. The Treasurer has researched the suitability of several organizations and presented them to the Commissioners with her recommendations.

Presenter	Betty Diller
Presenter's Title	County Treasurer

Documents: [RESOLUTION 2016 - INVESTMENTS.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 Commissioners Meeting Room
at 398 Lewis Street unless otherwise stated.
All Regular and Special BoCC Meetings are recorded.

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Archuleta

Date Received 1/20/2016
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: January 20, 2016
Month Day Year

Petitioner's Name: John M & Teresa Ann Huft

Petitioner's Mailing Address: 408 Raptor Place
Pagosa Springs CO 81147
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R018056</u>	<u>408 Raptor Place</u>
<u>5581-202-00-120</u>	<u>AKA Eagle Peak Ranches - a portion of lot 6; lots 7 - 9</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2015 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

This account has gone through a split process, deeding 55.55 acres to GC Colorado LLC with a warranty deed recorded on 11/9/2015 with reception number 21508252. We are abating this original account and sending new tax statements on the two newly created accounts R019193 and R019194. This is a wash.

Petitioner's estimate of value: \$ _____ (_____)
Value Year

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

Petitioner's Signature Daytime Phone Number (_____) _____
Email _____

By _____
Agent's Signature* Daytime Phone Number (_____) _____
Email _____

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

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

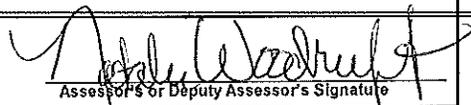
Section II: Assessor's Recommendation (For Assessor's Use Only)			
Tax Year <u>2015</u>			
	Actual	Assessed	Tax
Original	\$811,130	\$77,630	\$4,565.44
Corrected	\$0	\$0	\$0.00
Abate/Refund	\$811,130	\$77,630	\$4,565.44

Assessor recommends approval as outlined above.

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

Tax year: 2015 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):



Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of Archuleta County authorize the Assessor by Resolution No. 2010-67 to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$2,500 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____	
	<u>Actual</u>	<u>Assessed</u>
	<u>Tax</u>	
Original	_____	_____
Corrected	_____	_____
Abate/Refund	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature: Natalie Woodruff Date: 1/20/16
 Assessor's or Deputy Assessor's Signature: _____ Date: _____

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of Archuleta County, State of Colorado, at a duly and lawfully called regular meeting held on 2 / 2 / 2016, at which meeting there were present the following members:
 Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor Natalie Woodruff Name (being present--not present) and Petitioner John M & Teresa Ann Huft Name (being present--not present), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

2015	\$77,630	\$4,565.44
Year	Assessed Value	Taxes Abate/Refund

Chairperson of the Board of County Commissioners' Signature _____

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____ Year.

County Clerk's or Deputy County Clerk's Signature _____

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s): _____

Secretary's Signature _____ Property Tax Administrator's Signature _____ Date _____

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.)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input checked="" type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input type="checkbox"/>	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 Pagosa Lakes Property Owners Association	State Sales Tax Number (Required) 84-0711564
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) 230 Port Ave	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 230 Port Ave.
---	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE Kimberly Bradshaw			
5. EVENT MANAGER Jenifer Pitcher			

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <u>1</u>	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> 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	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
2/12/16	6 P		11 P												

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 Community Lifestyle Coordinator	DATE 1/11/2016
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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	<input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK 970-264-8300
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)	\$

APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- If not incorporated, a NONPROFIT charter; **or**
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.
- THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)
- AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.
- CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

Jan. 11, 2016

Pagosa Lakes Property Owners Association
2309 Port Ave.
Pagosa Springs Colorado

RE: Temporary Liquor License

To Whom It May Concern,

Pagosa Lakes Property Owners Association is holding an event here at the Pagosa Lakes Clubhouse, on Friday February 12, 2016. PLPOA has granted authorization for this event to serve alcohol. PLPOA is located at 230 Port Ave. Pagosa Springs, CO 81147.

Please let me know if you have any further questions.

Thank you!

Jenifer Pitcher
Community Lifestyle Coordinator

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,
PAGOSA LAKES PROPERTY OWNERS ASSOCIATION

is a
Nonprofit Corporation

formed or registered on 03/14/1972 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 19871239666 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/08/2016 that have been posted, and by documents delivered to this office electronically through 01/11/2016 @ 12:47:13 .

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 01/11/2016 @ 12:47:13 in accordance with applicable law. This certificate is assigned Confirmation Number 9448852 .

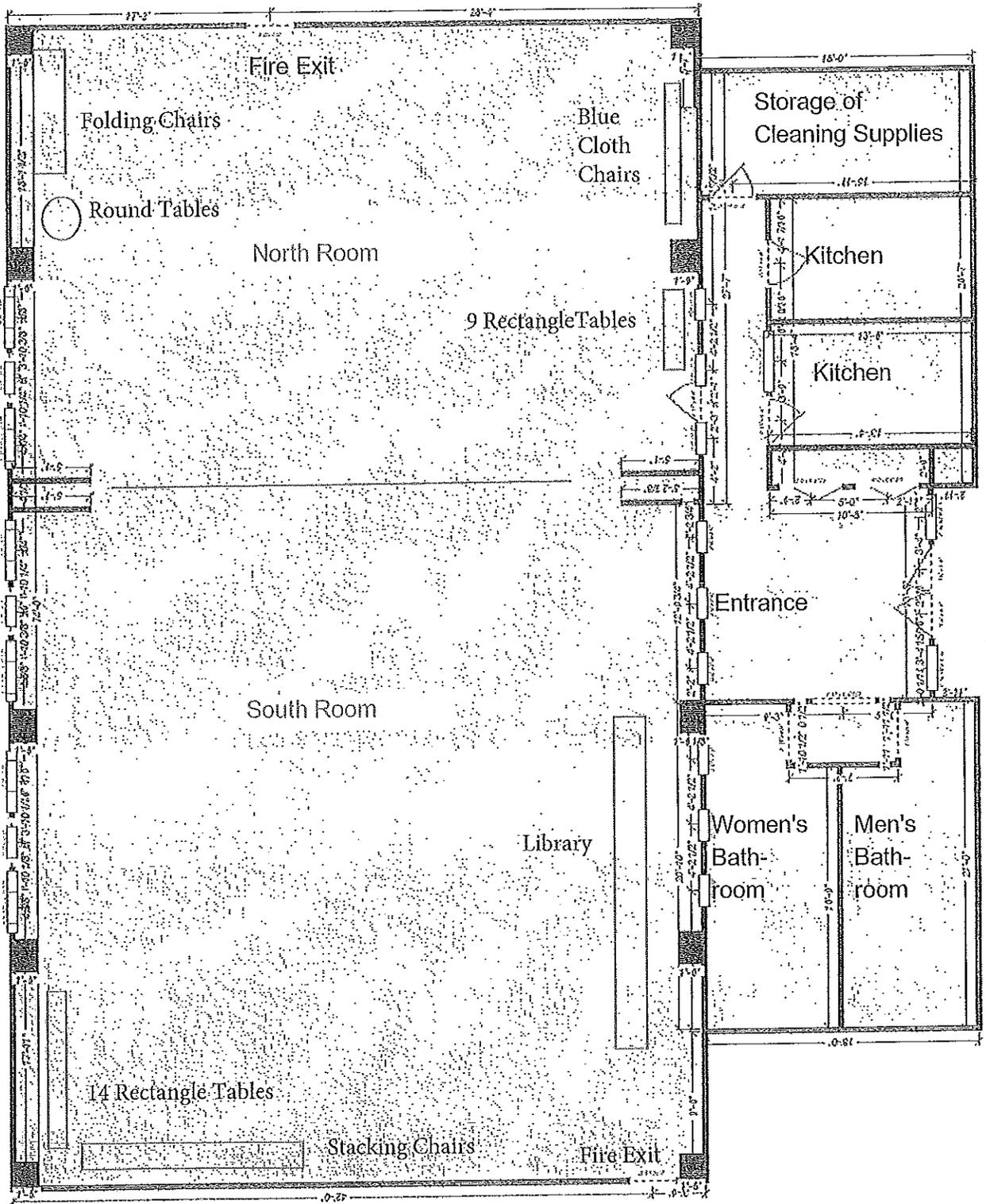


A handwritten signature in cursive script that reads 'Wayne W. Williams'. The signature is written in black ink on a white background.

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."





Archuleta County Department of Human Services

4th Quarter Report 2015

Mission Statement:

To provide prevention, protection, advocacy and support services to families, children and adults so they can maximize their quality of life, well-being and potential.

The Archuleta County Department of Human Services provides financial services and protective services to assist individuals and families. Assistance programs are provided to eligible residents in financial need and include federal food (SNAP), cash (Colorado Works / TANF) and medical benefits, as well as child care, child support, and energy assistance (LEAP), all designed to help families and individuals toward financial self-sufficiency. Protection & Prevention services are provided by child and adult protection services, along with community focused programming.

The department seeks to strengthen individuals, families and our community with the services provided and is dedicated to working with our partners in the community.

COUNTY C-STAT DASHBOARD

ARCHULETA

JAN15 FEB15 MAR15 APR15 MAY15 JUN15 JUL15 AUG15 SEP15 OCT15 NOV15 DEC15

AVG NUM DEN

Safety

Category	Goal	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg	Num	Den
APS Timeliness of Initial Assessments	90%	N/A	100	100	100	100	100	100	100	100	100	100	100	100	100	17
APS Timeliness of Investigations	90%	N/A	100	100	100	100	100	100	100	100	100	100	100	100	100	17
APS Timeliness of Monthly Contacts	90%	N/A	0	100	100	75	100	25	50	25	50	66.7	57.1	56	28	
ROM Timeliness of Initial Response to Abuse/Neglect Assessments	90%	N/A	N/A	N/A	N/A	N/A	N/A	87.5	100	100	86.7	N/A	N/A	94	47	
DCW Timeliness of Initial Response to Abuse/Neglect Assessments	90%	91.7	72.7	100	72.7	100	100	N/A	N/A	N/A	N/A	N/A	N/A	85.1	40	
ROM Compliance with the Statutory Requirement Related to Timeliness of Assessment Closure	90%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	75	50	100	100	88	22	
DCW Compliance with the Statutory Requirement Related to Timeliness of Assessment Closure	90%	80	100	100	77.8	50	100	100	N/A	N/A	N/A	N/A	N/A	88.1	37	
Well-Being	90%	8/10	7/7	4/4	7/9	1/2	6/6	4/4						42		
Legally Freed Children Discharged to Permanency	98%	100	100	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100	8	
Children in Congregate Care	15% of FY11 (2015)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	



Made the Goal! Did not make the Goal!



Wednesday, January 20, 2016

LEAP Activity

Activity Purpose Statement: The Colorado LEAP program is a federally funded state-supervised, county-administered system and is designed to assist with winter heating costs.

Narrative:

Archuleta County DHS staff and contractor are hard at work and began processing applications as of Nov. 2 (the LEAP opening date). The LEAP Program disbursed \$34,369.56 to 131 households from November 1, 2015 to December 29, 2015.

A key change in the LEAP rules this season is an increase in the income qualification from 150 percent of the Federal Poverty Level to 165 percent. We are hoping this increase will provide the opportunity for many more vulnerable clients to access LEAP.

The amount of the energy assistance benefit varies depending on a variety of factors, including the primary heating fuel costs and income. The program does not provide financial assistance for any type of temporary or portable heating. In most cases the energy assistance benefit is paid directly to the household energy supplier.

You may qualify if you:

- Pay home heating costs, either directly to a utility company or to a landlord as part of rent.
- Are a permanent legal resident of the United States and a Colorado resident or you have household members that are U.S. citizens.
- Provide proof of lawful presence in the U.S. Valid forms of identification include:
 - Colorado Driver's License or Colorado Identification card
 - United States Military Identification Card or Military Dependent's Identification card
 - United States Coast Guard Merchant Mariner card
 - Native American Tribal document

Discover Goodwill continues to be a great partner with Archuleta County and has expanded and will be administering LEAP for 33 counties this year. Those counties are: Arapahoe, Archuleta, Chafee, Delta, Douglas, Eagle, Elbert, El Paso, Garfield, Gunnison, Gilpin, Grand, Hinsdale, Jackson, Jefferson, Kit Carson, Lake, La Plata, Logan, Moffat, Montrose, Ouray, Park, Phillips, Pitkin, Routt, Rio Blanco, San Miguel, Sedgwick, Summit, Teller, Weld and Yuma.

“eCallogy” is back for another LEAP season. eCallogy is available 24/7 to provide consumers with information on LEAP, check application status, take requests for applications and offer additional resource information.

Consumers may call 1-866-432-8435 (i.e. 1-866-HEAT-HELP) to access additional resource information.

Consumers in need of repair and-or replacement of a primary heating system may also call the Crisis Intervention Program hotline at 1-855-469-4328.

Total # of Applications Received	Total # of Applications Approved	Total # of Applications Denied	Total # of Applications Worked	Total Percent Done	Total # of Applications Worked Under 50 Days	Total # of Applications Pending
199	134	24	158	N/A	All	41

Child Protection Activity

Activity Purpose Statement: The purpose of the Child Protection Activity is to provide safety assessment and in home and out of home case management services to children at risk of abuse and neglect and their families so they can maintain a safe and permanent home.

Narrative:

The final quarter reflected a slightly smaller number of referrals when compared to the same quarter in 2014. The total year end referrals are down from 303 in 2014 to 271 in 2015. Reasons to consider for the slight decrease include that approximately 15 phone calls routed directly to dispatch after office hours through the Child Protection Hotline and law enforcement managed the call without contacting DHS staff. It is also believed that prevention services offered to families has deterred many families from deeper involvement into the child welfare system or having otherwise generated multiple referrals.

Child Protection recently reviewed all calls of concern that are now recorded in the Child Protection Hotline and identified patterns to improve organizational processes related to merging Child Protection Hotline Calls with the TRAILS child welfare database. Specifically, a need to address ways to capture after hours calls routed to dispatch that are not clearly identified as Child Protection issues.

Jessica Coker, Case manager, completed the Child Protection Certification requirements in the third quarter and has started to carry a small workload of voluntary cases in addition to her foster care coordinator responsibilities. The unit is impressed with her enthusiasm and can-do approach. She is planning a number of foster care provider recruitment events and strategizing with others to attract a wider base of foster care providers in Archuleta County.

DHS continues to utilize prevention programs and referrers to CCR, Safecare, and PSSF on a regular basis. Child Protection staff has also worked on identifying children that meet criteria for Collaborative Management Program (CMP). The CMP allows opportunity to collaborate with multiple systems a family may be involved with in order to partner and blend various funding sources to assist families to overcome barriers they may be experiencing. It is also anticipated that CMP will result in funding opportunities in State Fiscal Year 16/17.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Year End Total
Total # Reports Made	92	54	64	61	271
Reports Accepted for Assessment	22	17	19	15	73
Assessments Founded	7	6	5	10	28
Assessments Inconclusive	3	5	7	4	19
Assessments Unfounded	7	3	3	1	14
Reports Handled as I & R	16	5	10	4	35
Reports Screened Out	70	37	45	46	198
Assessments In Progress	5	3	4	8	20

Child Protection filed two additional Dependency and Neglect cases in the third quarter. DHS continues to identify a pattern of substance use and domestic violence as primary causes for DHS involvement. DHS is currently engaged in two cases set for termination trials. DHS was able to identify placement resources for the children involved in the most recent Dependency and Neglect cases in Kinship placement, which allowed children to remain in the community and with individuals determined safe and whom they know.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Year End Total
Child Welfare Court Cases	5	4	6	9	
# of Children in Court Cases	9	7	12	15	

Adoption and Foster Care Activity

Activity Purpose Statement: The purpose of the Adoption and Foster Care Activity is to provide recruitment, development and support services to current and potential adoptive and foster families so they can provide a safe and stable environment for adoptive and foster children.

Narrative:

Jessica Coker assumed full time foster care coordinator duties in the final quarter following Kathy Kulyk's retirement. She has been actively working on certifying new foster care homes in Archuleta County and DHS anticipates having two additional homes certified in the first quarter of 2016.

There has been an increase in inquiries about becoming a foster care provider; however several have inquired on behalf of specific children or have identified they cannot make the commitment needed.

Although no Kinship homes have opted to become certified, the two most recent removals have resulted in kinship placements.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Year End Total
Children Foster Care	2	2	6	6	16
Adoptions Finalized	8	0	0	0	8
Adoptions Pending	0	0	0	0	0
Adoption Subsidies Children	8	8	8	8	8
Current Foster Care Homes Licensed in Archuleta County	2	2	2	2	2
Current Certified Kinship Homes	0	0	0	0	0
New Foster Care and Kinship Homes	0	0	0	0	0

Adult Protection Activity

Activity Purpose Statement: The purpose of the Adult Protection Activity is to provide assessment, advocacy, support and community referral services to at-risk adults so they can maintain a safe and independent living situation.

Crystal Slaughter assumed responsibilities of APS case manager in the final quarter following Kathy Kulyk's retirement. Crystal is eager to learn and excited to be working with the elder population served by APS.

APS is seeing an increase in the number of referrals as Crystal is capturing all inquiries for adult services in the automated system. Documenting and tracking this data in the system is advantageous as the number of referrals entered is a driver in the allocation methodology used to determine the APS allocation. It also allows for DHS to capture the actual work being done to provide services and when dedicating staff time to programs such as POC.

APS continues to work closely with Raymond Taylor regarding APS referrals related to veterans.

Over the past year, common issues reported to APS dealt with client self-neglect as well as issues related to addressing home cleanliness, lack of or inability to care for one's pets resulting in cleanliness and health issues.

C-stat measures for APS have shown a decline in meeting monthly contact and timeliness data. APS staff has consulted with the state APS statisticians and identified data entry errors on the part of staff during the transition to a new caseworker. It is expected that data trends will return to the high percentages in the next quarter now that the issue has been isolated.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Year End Total
Total # Reports Made	7	4	11	21	43
Reports Accepted for Assessment	5	1	7	9	22
Reports Screened Out	2	3	4	12	21
Assessments Substantiated		0	2	2	4
Assessments Inconclusive	1	0	1	7	9
Assessments In Progress	4	2	4	4	4
Total # of Open Cases	2	2	2	2	2
Guardianship	2	2	2	2	2
Conservatorship	0	0	0	0	0
Representative Payee	0	0	0	0	0

Family Advocate / PSSF Activity

Activity Purpose Statement: The purpose of the Family Advocate / PSSF Activity is to provide referrals to families with children in need of short-term emergency or long-term support. The Family Advocate assists child welfare clients address barriers to becoming self-sufficient. The Family Advocate provides assistance with engaging families that are involved in the child welfare system. The Family Advocate also provides domestic violence education services.

Narrative:

As the table below suggests, “Basic Needs” services make up the largest service type provided through this program. “Basic Needs” services include processing applications for one-time financial assistance (e.g., assistance with rent, housing, vehicle repair and utilities), helping families with access and enrollment to DHS / community programs, intervening on behalf of those facing utility shut-off or eviction and assisting individuals to navigate complex systems. The Family Advocate participated in a Secondary Trauma Prevention Project, presented by David Conrad in October, 2016. The training was provided to all child welfare staff and focused on issues such as resilience, compassion fatigue, and the impact workers experience when providing services through child welfare and in other protective capacities. The project is part of a series of training opportunities being provided to Archuleta County staff and is a component of enhancing our staff’s ability to become stronger both individually and as a unit while serving consumers.

As of October, 2015, the Pathways to Responsible Fatherhood Grant was not renewed by the Federal Government. The Fatherhood Program in Archuleta County began in 2013. The Family Advocate believes there will be an adverse impact on “Dad’s” in the community as the program provided stop gap employment, and other evidenced based curriculum’s on parenting, relationship and finance. Despite the grant ending, The Family Advocate will continue to be available and use knowledge learned while operating the grant to help families navigate through complex systems including child support, probation, criminal justice and other systems. The Family Advocate has also assisted to incorporate the Colorado Community Response Program into her daily practice and using the program to further provide prevention services to families.

The department as a whole has participated in a number of activities with the goal of increasing efficiencies and improving customer service. The Family Advocate has set a goal to better utilize promising practices and technology to streamline work activities such as data storage and electronic calendaring.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Year End Total
Alternative Activities	1				1
Basic Needs	165	159	165	163	652
Family Literacy	2				2
Health Care	6	1			7
Parent Education/Support	5	4		3	12
Youth Services		5			5
Total Services Provided	179	169	165	166	679

Child Care Activity

Activity Purpose Statement: The purpose of the Child Care Activity is to provide assessment, advocacy, support and community referral services so client can maintain an independent living situation.

Narrative:

The Child Care Assistance Program (CCAP) served 11 households in October, 10 in the month of November and 11 in the month of December. Several families did not return redetermination paperwork, which is required on a yearly basis, so their cases closed.

The new Child Care worker attended the 2-day navigation training and CHATS Conference to obtain necessary skills to coordinate the program. She also met with Office of Early Childhood State representatives to discuss the child care assistance program.

In addition to the CCAP program, DHS Director, Matt Dodson has participated in a number of meetings with the Office of Early Childhood State Staff, local providers and a town/county workgroup to discuss early education and child care needs in Archuleta County. The town, county and El Pomar have allocated funds to support early childhood and child care development.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Year End Total
Total Number of Ongoing Child Care Cases	15	20	16	18	69
Number of Children Served	45*	52	23	28	148

*The child care report has been added to the 2015 annual report. Quarterly averages will be monitored over the next year.

Child Support Activity

Activity Purpose Statement: The purpose of the Child Support Activity is to provide establishment and enforcement services to custodial and noncustodial parents so they can consistently receive and/or pay court-ordered support for their children.

Narrative:

Although the two CSTAT county facing statistics performance percentages show below the State goals, the unit performs well and exceeded the first two of the three Federal goals which are connected to incentives funding. Those statistics include:

- % of Cases With Paternity Established
- Archuleta County % of Cases With An Order Established
- Archuleta County % of Current Support Collected

Administrative Process Action (APA) is a statutory procedure for the establishment and modification of child support orders pursuant to Section 26-13.5101 et seq. C.R.S. It is a way to establish child support Orders and Paternity without going to court. Certification entails attending the APA Training and passing a test to obtain Certification. Recertification must be obtained every three (3) years.

Child Support Enforcement Technicians (CSE's) Julie Foster and Alynette Farley attended the three day APA Training workshop (APA) and Worksheet Guideline training in October. Julie Foster received her Recertification and Alynette Farley obtained her initial Certification to perform APA's.

CSE's met with senior management to target ways in which to meet department objectives and obtain both State CSTAT and Federal 2016 goals. It was determined that utilizing the CSe Tools Reports and closing arrear cases that have not received a payment in over a year would assist. The state has also started a project to close state arrears cases which will assist all counties in meeting the state goal.

Additionally, the unit will receive on-site training and technical assistance to obtain more information on the state system, CSeTools and how best to use the various reports to assist in meeting goals.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Year End Total
Percent of Current Child Support Collected (State goal is 66%)	65.1%	62.7%	62.4%	63.4%	63.6%
Percent of Cases With Arrears Payments (Statewide goal is 44.8%)	41.9	39.3%	36.5%	35.8%	38.8%

Benefits and Services Section
Monthly County Summary Sheet
ARCHULETA - December-2015

Starting Backlog as of 12-01-15			
	Total Distinct	Adult Financial	Colorado Works
Applications	0	0	0
0 - 30 Days	0	0	0
31 - 60 Days	0	0	0
61 - 90 Days	0	0	0
Over 90 Days	0	0	0
RRRs	0	0	0
0 - 30 Days	0	0	0
31 - 60 Days	0	0	0
61 - 90 Days	0	0	0
Over 90 Days	0	0	0

New Applications			
	Total Distinct	Adult Financial	Colorado Works
Total Number of Applications Received	12	4	8
Walk-In	4	0	4
PEAK	0	0	0
Mail-In	0	0	0
Other	8	4	4
Increase or Decrease (+/-) Previous Month (%)	+30.0%	+25.0%	+50.0%
Average Days to Input	8.25	8.00	8.38
Maximum Days to Input	18	18	14

Application Processing Results			
	Total Distinct	Adult Financial	Colorado Works
Total Number of Approvals	7	1	6
Total Number of Denials	9	5	4
Total Number of Withdraws	0	0	0
Total Number of Cancellations	0	0	0
Approval Rate	43.8%	16.7%	60.0%
Processed within 7 Days	4	0	4
	36.36%	0.00%	50.00%

New RRRs			
	Total Distinct	Adult Financial	Colorado Works
Total Number of RRRs Generated in December	9	1	8
Total Number of RRRs Generated for December	6	3	3
Total Number of RRRs Received in December	5	3	2

RRR Processing Results			
	Total Distinct	Adult Financial	Colorado Works
Total Number of RRRs Completed	5	4	1
Total Number of RRRs Discontinued	1	0	1

Court Report Processing Timeliness					
	# Timely	# Untimely	Current Timeliness	Previous Timeliness	Difference in Timeliness
AF New Applications	3	0	100.0%	100.0%	0.0%
AF RRRs	3	1	75.0%	100.0%	-25.0%
CW New Applications	8	0	100.0%	100.0%	0.0%
CW RRRs	2	0	100.0%	100.0%	0.0%

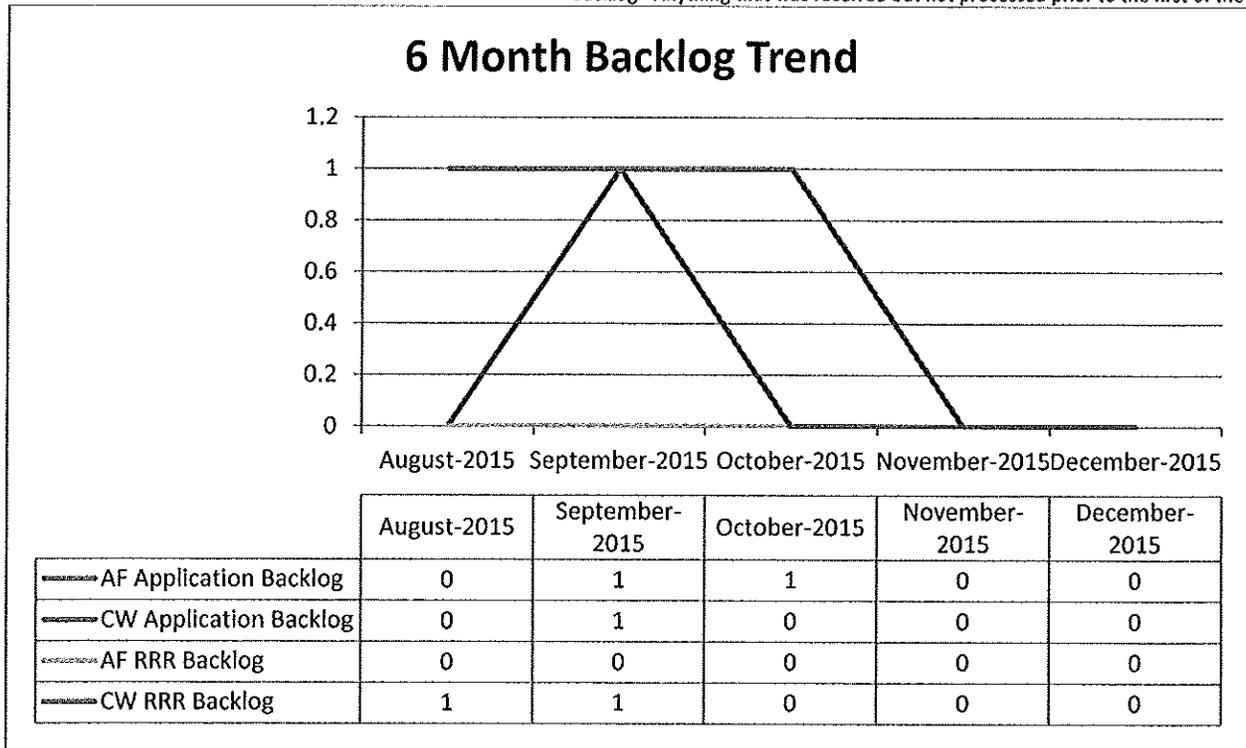
Finishing Backlog as of 01-01-16			
	Total Distinct	Adult Financial	Colorado Works
Applications	0	0	0
0 - 30 Days	0	0	0
31 - 60 Days	0	0	0
61 - 90 Days	0	0	0
Over 90 Days	0	0	0
RRRs	0	0	0
0 - 30 Days	0	0	0
31 - 60 Days	0	0	0
61 - 90 Days	0	0	0
Over 90 Days	0	0	0

Adult Financial Caseload				
	Distinct Total	Regular + PNA	AFC	HCA
OAP	47	47	0	0
AND-SO	8	8	0	0
AND-CS	1	1	0	0
Burial	0			
SSI-HCA	0			

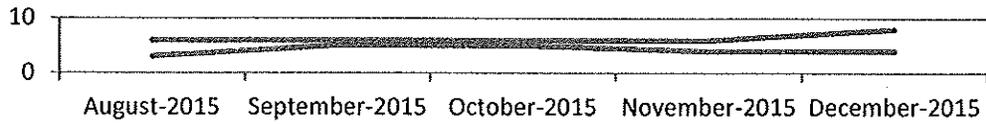
Colorado Works Caseload				
	Distinct Total	1 Parent	2+ Parent	Child Only
Basic Cash Assistance	26	18	4	4
State Diversion	1	0	1	0
County Diversion	0	0	0	0

Latest Employment Entry %			
	Nov-15	Oct-15	Difference
Entered Employment	0	5	-5
Needs Employment	19	20	-1
Continuously Employed	5	4	1
Employment Entry %	0.00%	25.00%	-25.00%

* Backlog - Anything that was received but not processed prior to the first of the month.



6 Month Application Trend



	August-2015	September-2015	October-2015	November-2015	December-2015
AF Applications	3	5	5	4	4
CW Applications	6	6	6	6	8

COMMENTS:

Archuleta did great with its timeliness for the month attaining 100% timeliness in three of four categories that we track. Being a small county just one late case can take them below goal, which is what happened this month. The counties' 7-day processing average is 36.36% - nice job!

2015 is gone and a new year is upon us.

- We came in under budget approximately \$21,500 for the M.V. & Recording portion of the budget, due to the fact we didn't move on with the next step in the digitizing of microfiche.
 - Increased revenues by around \$130,000
 - Statistics passed out.

Recording

- Microfiche---Since we didn't finish the project was added again to the budget for 2016. Our hope is to complete the project this year if possible. Explain project 1985-1997 microfiche digitized.
- Recording of documents increased \$40,000; this doesn't prove land is selling. In 2014 we recorded Deeds transferring property were 2418, in 2015 they were up to 2748. So that part of growth is not up so much.
- i-County-----Each year we are increasing the number of companies using our i-County (images and index from 1985-current) Charge by the day and/or month.

Motor Vehicle

- We are increasing in work load between about 11:00 a.m. to 4:00 p.m. when we close the doors so we know things are picking up.
- Sales Tax is up \$150,000 for M.V. over the last 5 years. It's slowly increasing. 2015-\$480,000.

Elections

Came in under budget \$25,000.

- SOS has chosen and approved the moving to a Universal Voting System (UVS). During the first part of the discussion it looked like Archuleta County was coming in at what they decided was a Tier 3. The system was going to cost about \$115,000. They are looking at the life of this new system to be around 10 years. Now, because of financial situations with smaller and medium sized counties, the State has agreed to pick up part of the cost. Our cost may go down to as low as \$6-8,000. We are planning on sticking with our old system for the 2016 elections. We won't go into a Presidential election with new equipment. We will know more and budget for the 2017 election.

ARCHULETA COUNTY CLERK RECORDER'S OFFICE STATISTICS

YEAR	VEHICLE TRANS.	ACTUAL CURR REGS.	OUT OF STATE TITLES	TITLES NEW & DUPES	RECORDING DOLLARS	DOCS RECORDED	DOC FEE (1 CENT X EA \$1,000)	ELECTRONIC FILING FEES	E-Recording I-COUNTY	REG. VOTERS	REVENUES
1988							\$2,757.17				\$518,973.00
1989							\$5,261.47				\$632,346.00
1990	10591	8236				8639	\$4,444.12			3540	\$667,657.00
1991	10107	7939		2360	\$73,622.50	7151	\$5,810.77			3576	\$699,663.00
1992	11838	9291	1483	2275	\$87,375.00	7432	\$5,407.66			3649	\$789,450.00
1993	13298	6286	1545	2831	\$101,910.00	8069	\$5,966.23			3352	\$860,317.00
1994	15311	6902	1836	3149	\$111,131.75	9776	\$9,505.48			3796	\$1,133,002.00
1995	16585	7481	1458	3679	\$95,949.00	8853	\$9,900.48			4092	\$1,324,036.00
1996	23805	8263	1519	3846	\$104,470.00	9660	\$10,132.15			5187	\$1,505,065.00
1997	20431	9102	1521	4143	\$126,646.75	10237	\$10,285.54			5868	\$1,744,486.00
1998	20639	9414	1679	3965	\$143,296.50	10869	\$16,996.56			6428	\$1,918,959.00
1999	22052	10205	1757	4266	\$168,783.75	12803	\$15,186.19			6832	\$2,193,215.00
2000	23535	16776	1842	4544	\$165,782.75	12349	\$15,335.29			7737	\$2,352,189.00
2001	24298	17384	1694	4730	\$200,554.25	11743	\$15,939.16			7545	\$2,578,926.00
2002	25857	19923	1873	4989	\$223,315.25	12928	\$15,335.29			8200	\$2,713,188.00
2003	25896	19979	1663	4877	\$245,230.00	13185	\$18,750.62	\$802.00		7828	\$2,929,746.00
2004	27233	20002	1043	5158	\$216,545.00	12598	\$26,339.17	\$4,789.00		8155	\$3,038,117.00
2005	28234	20087	1904	5339	\$237,424.50	13819	\$42,606.40	\$13,460.00		8936	\$3,328,333.00
2006	28500	22434	1796	5295	\$276,244.21	12065	\$33,808.89	\$10,993.00		9377	\$3,476,996.00
2007	28720	13952	1689	5489	\$202,913.25	11809	\$22,295.69	\$11,399.00	\$10,375.00	8593	\$3,493,911.53
2008	27714	20968	1482	4213	\$164,629.75	11529	\$16,405.75	\$10,143.00	\$15,750.00	9722	\$3,192,347.18
2009	26432	20638	1324	4142	\$164,392.29	10087	\$12,214.47	\$10,087.00	\$22,500.00	8243	\$3,233,906.72

ARCHULETA COUNTY CLERK RECORDER'S OFFICE STATISTICS

YEAR	VEHICLE TRANS.	ACTUAL CURR REGS.	OUT OF STATE TITLES	TITLES NEW & DUPES	RECORDING DOLLARS	DOCS RECORDED	DOC FEE (1 CENT X EA \$1,000)	ELECTRONIC FILING FEES	E-Recording I-COUNTY	REG. VOTERS	REVENUES
2010	25797	20492	846	3865	\$167,858.00	9322	\$12,330.39	\$9,020.00	\$21,000.00	9420	\$3,472,598.50
2011	26288	21783	1300	4051	\$178,931.25	8789	\$13,768.51	\$8,466.00	\$23,299.00	9092	\$3,407,357.23
2012	26459	21839	1389	4289	\$198,894.75	9940	\$14,518.67	\$8,794.00	\$28,254.11	10191	\$3,646,024.42
2013	27294	19204	1581	4107	\$190,422.75	9614	\$ 16,011.89	\$ 8,266.00	\$ 28,662.00	10154	\$3,735,035.33
2014	27713	21577	1511	4853	\$ 168,141.25	8866	\$ 18,234.80	\$ 7,450.00	\$ 29,062.30	9797	\$3,927,489.89
2015			1806	5069	\$ 200,780.50	10719	\$ 18,681.50	\$ 9,250.00	\$ 31,640.00	9732	\$4,056,728.87

**ARCHULETA COUNTY PROCEEDINGS
BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners held a Regular Meeting on January 5, 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.

Disclosures and/or Conflicts of Interest

There were none.

Approval or Adjustments to Agenda

Chairman Whiting stated that the Lease/Purchase “Items B & C” on the Consent Agenda should be moved to become New Business “Items B & C”. Chairman Whiting stated that “Item D” on the Consent Agenda would be withdrawn because that statute already authorized the Chairman and Vice-Chairman to sign warrants so the item was not necessary. **Commissioner Wadley moved to approve the agenda as adjusted. 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.

- Dave West of 55 Woodward Drive said several weeks ago he asked the Board to do something about the Forest Service claiming ownership of Turkey Springs Road. They are still claiming ownership and charging people to use it. What are you doing about that?
- Bill Hudson of 268 Hermosa Street thanked the Board for the agenda alteration so the public could hear the discussion on those items.

Chairman Whiting recessed the Regular Meeting and convened the Liquor Board at 1:36 p.m.

Liquor Board Authority

Chairman Whiting swore in Executive Assistant/Paralegal Tonya McCann for testimony.

A. Special Events Permit for Pagosa Lakes Property Owners Association, Inc.

Tonya McCann Paralegal submitted an application from Pagosa Lakes Property Owners Association for a Special Events Permit for January 15, 2016 allowing them to sell malt, vinous and spirituous liquor at the Pagosa Lakes Property Owners building located at 230 Port Avenue for a Local Vocals Even on January 15, 2016. The proper fees had been submitted, the Sheriff’s Office had been notified of the event and the premises was posted the 10 days prior to today’s Hearing.

Chairman Whiting asked for public comments “For the Permit”.

Comments “For the Permit”

There were none.

Chairman Whiting closed the comments “For the Permit” and opened the floor for comments “Against the Permit”.

Comments “Against the Permit”

There were none.

Chairman Whiting closed the comments “Against the Permit” and asked for Commissioner Comments.

Commissioner Comments.

There were none.

Commissioner Lucero moved to approve the Special Events Permit for Pagosa Lakes Property Owners Association, Inc. as presented. Commissioner Wadley seconded the motion and it carried unanimously.

Chairman Whiting closed the Liquor Authority Board and convened a Land Use Regulation Hearing at 1:38 .m.

Land Use Regulation Hearing

Chairman Whiting swore in John Shepard Planning Manager for testimony.

A. Pagosa Meadows Unit Four Amendment 2016-01 Plat

Planning Manager John Shepard submitted a plat for the Board’s consideration. The plat was on behalf of the Russell L & Priscilla S. Roberts Trust approving a lot line adjustment. The property regarded Lots 266X and 268X of Pagosa Meadows Unit Four. This plat changed the boundary lines of these lots.

Chairman Whiting asked for public comments “For the Plat Amendment”.

Comments “For the Plat Amendment”

There were none.

Chairman Whiting closed the comments “For the Plat Amendment” and opened the floor for comments “Against the Plat Amendment”.

Comments “Against the Plat Amendment”

There were none.

Chairman Whiting closed the comments “Against the Plat Amendment” and asked for Commissioner Comments.

Commissioner Comments.

Commissioner Wadley asked what the three conditions were and Planning Manager Shepard listed them. All conditions had been met.

Commissioner Wadley moved to approve the Pagosa Meadows Unit Four Amendment 2016-01 Plat. Commissioner Lucero seconded the motion and it carried unanimously.

B. Resolution 2016-01 Exempting Land from the Term “Subdivision” for Peter G. Prina and John H. Merrett

Planning Manager John Shepard submitted a resolution exempting specific land from the term “Subdivision” as required in the Archuleta County Building Regulations. The applicants were Peter G. Prina and John H. Merrett. They were attempting to make a determination that these two properties they own are legal lots of record. He explained that the land had been sold in 1970 but the deeds were not recorded until 1974. The applicants want to make sure these are not considered illegal lots.

Chairman Whiting asked for public comments “For the Exemption”.

Comments “For the Exemption”

There were none.

Chairman Whiting closed the comments “For the Exemption” and opened the floor for comments “Opposed to the Exemption”.

Comments “Opposed to the Exemption”

There were none.

Chairman Whiting closed the comments “Opposed to the Exemption” and asked for Commissioner Comments.

Commissioner Comments.

County Attorney Starr explained why this was a good thing for the County. It clears up a lot of old questions the owners had.

Commissioner Lucero moved to approve Resolution 2016-01 exempting from the definition of the term subdivision, a division of land located in Section 6, Township 34 N, Range 1W, NMPM as presented. Commissioner Wadley seconded the motion and it carried unanimously.

Chairman Whiting closed the Land Use Regulation Hearing and reconvened the Regular Meeting at 1:49 p.m.

Consent Agenda

A. Payroll & Payable Warrants for December 23, 2015 – January 5, 2016

General Fund Payable	211,414.71
Road and Bridge Fund Payable	219,614.04
Department of Human Services Fund Payable	48,342.56
All Combined Dispatch Fund Payable	9,729.20
Solid Waste Fund Payable	20,384.90
Airport Fund Payable	65,132.74
Fleet Fund Payable	81,795.73
Total	656,413.88

General Fund Payroll	139,248.31
Road and Bridge Fund Payroll	41,701.58
Department of Human Services Fund Payroll	28,812.11
All Combined Dispatch Fund Payroll	16,479.27
Solid Waste Fund Payroll	5,695.32
Airport Fund Payroll	3,992.17
Fleet Fund Payroll	10,801.04
Total	\$ 246,729.80

- B. First Amendment to Ground Lease with CoBiz Public Finance, Inc. (moved to New Business Item B)
- C. First Amendment to the Lease & Purchase Option Agreement with CoBiz Public Finance, Inc. (moved to New Business Item C)
- D. Authorizing the signing of County Warrants pursuant to C.R.S. 30-25-110 (withdrawn)
- E. Resolution 2016-02 Lot Consolidation of lots in Pagosa in the Pines Unit 2 owned by Curtis Arlo & Laurie Dawn Anderson
- F. Resolution 2016-03 Lot Consolidation of lots in Cloman Industrial Park for owner SJS Holding, LLC
- G. List of 2016 Tax Appeal Arbitrators: Reid Kelly, Mark Espoy and Deborah Schulte
- H. Appointment of County Administrator as Budget Officer for Archuleta County per C.R.S. 29-1-104 for 2016

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

New Business

A. License Agreement between Archuleta County Board of County Commissioners and BYOB, LLC

Bentley Henderson County Administrator submitted a License Agreement for the Board’s consideration. It allowed the continuation of a non-conforming sign in the County’s right-of-way. It allowed BYOB, LLC, now owner of the sign to do anything to sign except replace it. Tony Simmons member of the BYOB, LLC was present to answer questions. **Commissioner Lucero moved to approve the License Agreement between Board of County Commissioners of Archuleta County and BYOB, LLC. Commissioner Wadley seconded the motion.** Chairman Whiting asked for public comment.

Commissioner Lucero asked Planning Manager Shepard to speak. The Board wanted to make sure everything was being done properly. The Board wanted Mr. Simmons to know that he can’t do anything to the sign except upkeep. Tony Simmons member of the BYOB, LLC stated his goal was to reuse the sign in the right-of-way. They only want to clean it up and will go through the proper channels with the Planning & Building Department. Their goal was to use the same location for the sign. **The motion carried unanimously.**

B. First Amendment of Ground Lease with CoBiz Public Finance, Inc. with Archuleta County (Moved from Consent Agenda Item B)

County Administrator Henderson explained what was happening. The original ground lease was signed in March 22, 2012. The Division of Wildlife had made a decision to purchase the 88.285 acres on Hwy 84 owned by the County now known as the Pagosa Skyrocket Minor Subdivision

with a Tract A and Tract B. One condition of the sale was the 88.285 acres (Tract A) be transferred free and clear of encumbrances. In order to achieve that, staff had been working with CoBiz to release the 7.5 acres and leave the 88.285 acres.

Chairman Whiting asked for public comment.

- Bill Hudson of 268 Hermosa Street said he had heard two versions of this (Ground Lease), one it's a loan, one it's not a loan. You (the Board) haven't really cleared up with the public on how this affects the courthouse and the remodel or selling of such. The courthouse was secured in this note. County Attorney Starr stated this was not a loan. It's a Ground Lease. Mr. Hudson stated what was being released was a tracthoe and the 88.285 acres leaving the courthouse secured. The media and public want to hear what that does to revamping or selling of the courthouse. County Attorney Starr answered that from his vantage point, this action does not affect the courthouse. It was covered by this agreement yesterday and tomorrow. If the question was regarding the status of the courthouse, that question goes to Admin. County Administrator Henderson added that once we come to final resolution as of the sale of that property, staff will come to agreement with all the related issues. It's a very fluid situation and could change fairly soon, after the sale of that property. Staff would be looking at all the documents to have a better understanding for a longer range strategy.
- Dave West of 55 Woodward Drive said it may not be, but it sounds like you've run into a ground lease when you really borrowed money to run the day to day courthouse operations. Chairman Whiting said no that did not happen. County Attorney Starr said there were actually two things done with CoBiz, the other was the financing of the 95 Acres. The other was to purchase a tracthoe. This makes it two different issues. Mr. West said this did look like the County was borrowing money effectively. Chairman Whiting answered that the County was not borrowing money. Mr. West said if you put up something for collateral you are borrowing. County Attorney Starr explained that a Lease/Purchase Option to purchase the 95 acres was signed in 2012. The County received money to purchase the 95 acres on Hwy 84. What they are doing now is simply extracting the 88.285 acres from the 95 acres and the collateral used then would continue to be included. Mr. West still did not understand how the courthouse got included in the Lease/Purchase without anyone knowing. County Attorney Starr said it was not done in private; it was done in a public meeting and by resolution.

Commissioner Wadley moved to approve the First Amendment to the Ground Lease between Archuleta County & CoBiz Public Finance, Inc. Commissioner Lucero seconded the motion and it carried unanimously.

C. First Amendment to the Lease and Purchase Option Agreement between Archuleta County and CoBiz Public Finance, Inc. (Moved from Consent Agenda Item C)

County Administrator Henderson explained this item. The old equipment on the lease was replaced with a new one. **Commissioner Lucero moved to approve the First Amendment of the Purchase Option Agreement between Archuleta County and CoBiz Public Finance, Inc. Commissioner Wadley seconded the motion and it carried unanimously.**

D. Resolution 2016-04 Acknowledging the Release of Encumbrance on 88.285 Acres Known as Pagosa Skyrocket Minor Subdivision and Providing for the Sale

County Administrator Henderson submitted a resolution for the Board's consideration. It acknowledged there had been a release of encumbrance on the 88.285 acres owned by Archuleta County known as Pagosa Skyrocket Minor Subdivision. Staff had contacted CoBiz and amended the ground lease. Now staff was reassuring those involved, the County had taken the proper steps to release this parcel from encumbrances.

- Commissioner Lucero said when we purchased that property it was a good move for the County. It just did not go as planned. The Skyrocket plant came along and the County couldn't continue the way they wanted. The Wildlife Department will protect the plant. The County did keep about 7 acres.
- Commissioner Wadley agreed. They (the County) had had plans to enhance the property with GOCO grants by building ball fields, etc. but that just didn't work out. The Skyrocket plant was an unforeseeable issue.
- Chairman Whiting said the former Board had the vision to invest in parks & recreation but ran straight into politics outside their control. Regardless, the Skyrocket plant needs to be protected. This Board had done the best they could and did the project justice in the end.

Commissioner Lucero moved to approve Resolution 2016-4 acknowledging the release of encumbrance of 88.285 acres known as Tract A, Pagosa Skyrocket Minor Subdivision within Archuleta County and providing for the unencumbered sale of said property. Commissioner Lucero seconded the motion. The motion carried unanimously.

E. Resolution 2016-05 Authorizing the Sale of Subject Property & Execution of Necessary Documents to the State of Colorado, Department of Natural Resources, Division of Parks and Wildlife and Archuleta County for property located in the Pagosa Skyrocket Minor Subdivision

County Administrator Henderson submitted a resolution for the Board's consideration. It authorized the sale of County owned property to the State of Colorado, Department of Natural Resources, Division of Parks and Wildlife and Archuleta County. The property was located in the Pagosa Skyrocket Minor Subdivision, as Tract A. Staff was looking at closing the end of February.

Commissioner Lucero moved to approve Resolution 2016-5 authorizing the sale of subject property and the execution of necessary documents pursuant to the terms of the Sale & Purchase Agreement dated March 19, 2015 between the State of Colorado, Department of Natural Resources, Division of Parks & Wildlife and the Board of County Commissioners of Archuleta County, Colorado. Commissioner Wadley seconded the motion. The motion carried unanimously.

F. Resolution 2016-06 2016 Archuleta County Fee Schedule Amendments

County Administrator Henderson presented a resolution amending the Archuleta County Fee Schedule for 2016. The fees being changed are for Public Works and the Planning Department. **Commissioner Lucero moved to approve Resolution 2016-06 amending the Archuleta County Fee Schedule for 2016. Commissioner Wadley seconded the motion. The motion carried.**

G. 2016 Board Appointments for Committee and Boards

County Administrator Henderson explained the Board needed to appoint members to the various boards and committees for 2016.

The boards/committees are as follows:

Archuleta County Housing Authority
Archuleta Seniors, Inc.
Area Agency on Aging
Club 20

Clifford Lucero
Clifford Lucero
Steve Wadley
JR Ford &
Mary Jo Coulehan
Steve Wadley
Michael Whiting
Todd Starr, Attorney
Michael Whiting
Michael Whiting
Clifford Lucero
Steve Wadley

Colorado Workforce
Southwest Regional Council of Governments
Region 9 Economic Development
San Juan Basin Health Department
San Juan/Dolores/San Miguel River Basins Roundtable
Southwest Transportation Planning Region
Town Tourism Committee

CCI Steering Committees:

Tourism, Resorts and Economic Development
General Government
Taxation and Finance
Transportation and Telecommunications
Public Lands
Agriculture, Wildlife and Rural Affairs
Land Use and Natural Resources
Health and Human Services
CCI Legislative
Underfunded Courthouse

All 3 Commissioners
All 3 Commissioners

Commissioner Wadley moved to appoint the list appointing the Commissioners to serve on the 2016 boards and committees as designated and presented on the list read into the record and attached to the minutes. Commissioner Lucero seconded the motion. The motion carried unanimously.

H. Reorganization of the Board of County Commissioners for 2016

County Administrator Henderson stated that per C.R.S. 30-10-307 the Board needed to choose a Chairman and Vice-Chairman for 2016. **Commissioner Wadley moved to appoint Michael Whiting as the Chairman of the Board of County Commissioners for the year 2016. Commissioner Lucero seconded the motion. The motion carried unanimously**

Commissioner Wadley moved to appoint Commissioner Lucero as the Vice-Chairman of the Board of County Commissioners for the year 2016. Commissioner Whiting seconded the motion. The motion carried unanimously

I. Resolution 2016-07 Posting Official County Notices, Setting Meeting Dates and Establishing Days and Office Hours for County Offices for 2016

County Administrator Henderson submitted a resolution for the Board’s consideration. Per C.R.S. 24-6-402 there needs to be a resolution setting the public posting place(s) for the notice of agendas.

The posting place designated will be located outside the Administrative building located at 398 Lewis Street. The document board (posting place) is located on the outside, front wall of the building. Office hours for all offices except the Sheriff's Office and the Administration Offices will be 8:00 a.m. to 4:00 p.m. The Administration Office hours will be from 8:00 a.m. to 5:00 p.m. The Sheriff's Office hours are set according to statute. The Board of Commissioner's meetings will be held the 1st and 3rd Tuesday of each month beginning at 1:30 p.m. They will be held in the County Administration building located at 398 Lewis Street in the Commissioner's Meeting Room. In months that have 5 Tuesdays the Board will endeavor to hold a Community Forum held in Arboles, Chromo and the Town of Pagosa Springs.

Commissioner Lucero moved to approve Resolution 2016-07 establishing a location of Notices per C.R.S. 26-6-402(2)(C) and setting meeting dates and times for Regular Board of County Commissioner meetings and establishing office hours for County offices to transact County business for 2016. Commissioner Wadley seconded the motion. The motion carried unanimously.

Media Questions

- Bill Hudson of the *Pagosa Daily Post* asked if he could get some dollar figures and time frame to go along with the amended ground lease. He hadn't heard anything. How much do we owe and how long. Staff will get that for him.

Public Comments

Chairman Whiting stated that he was opening the floor to public comments for those regarding items that were 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.

- Chip Monday General Manager of the Pagosa Lakes Property Owners Association (PLPOA) said something they started this last year, was to have a money making project each month which would require them to obtain a Special Events Permit. He also intended to be in the County Board meetings in the future. They (PLPOA) are going to begin strategic planning and would like to work with the County to see how they could work together.
- Dave West of 55 Woodward Drive said it was not fair to charge money for a concealed weapon carry. The Board explained it's in the fee schedule, approved by the Board but set by Sheriff. Mr. West didn't feel he should have to pay to carry a weapon, it was his right.

Commissioner Comments

- Commissioner Wadley stated he felt it was important when any Commissioner does anything that may be a conflict or of public interest they should make it public. He and his wife purchased the property adjacent to where they have their home. He just wanted to disclose this fact.

Chairman Whiting stated the Board would be going into Executive Session.

Executive Session

Commissioner Wadley moved to go into Executive Session per C.R.S. 24-6-402(4)(b) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators. Commissioner Lucero seconded the motion and it carried unanimously.

January 5, 2016

Chairman Whiting stated those going into the Executive Session would be the 3 Commissioners, County Administrator Henderson, County Attorney Starr, Tonya McCann Executive Assistant/Paralegal and County Clerk & Recorder June Madrid. He recessed the meeting at 2:38 p.m. to go into Executive Session.

Chairman Whiting reconvened the Regular Meeting at 2:57 p.m.

Chairman Whiting stated no decisions were made in the Executive Session. The *Pagosa Springs Sun's* representative joined the Regular Meeting. Chairman Whiting stated that since a representative was present from the *Pagosa Springs Sun* the Board would call Bill Hudson of the *Pagosa Daily Post* to see if he wanted to be present for the rest of the meeting. Upon calling him, his desire was to be present by phone for the rest of the meeting.

Commissioner Lucero moved that Archuleta County would defend June Madrid in the action brought against her by Greg Giehl. Commissioner Wadley seconded the motion and it carried unanimously.

Commissioner Lucero moved that Rose, Walker & Starr represent Ms. Madrid in this action. Commissioner Wadley seconded the motion and it carried unanimously.

With no further business coming before the Board, the meeting was adjourned at 3:00 p.m.

Approved this 2nd day of February, 2016.

June Madrid
County Clerk & Recorder

Michael Whiting, Chairman

**ARCHULETA COUNTY PROCEEDINGS
BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners held a Regular Meeting on January 19, 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 1:32 p.m.

The meeting began with the Pledge of Allegiance and a moment of silence.

Disclosures and/or Conflicts of Interest

There were none.

Agenda Approval

Chairman Whiting stated a couple of things had come up since the posting of the agenda. The Treasurer's Report was shown as "Item B" under New Business and should be under "Reports" right before the Consent Agenda. That will be moved. Also, the resolution under New Business "Item C" approving banks for the Treasurer would be moved to the next Regular Meeting of February 2, 2016. **Commissioner Wadley moved to approve the agenda as amended. Commissioner Lucero seconded the motion and it carried unanimously.**

Public Comment

Chairman Whiting stated that he was opening the floor to public comments for 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.

- Greg Giehl of 351 S 7th Street wanted to talk about the Pledge of Allegiance and the moment of silence prior to each meeting. He did not understand the moment of silence. He wanted to share education regarding the Pledge. The Pledge had several forms and was written after the Civil War for the kids to say in school. It was written in August of 1892 by Frances Belamy. He also told the Board the flags in the room were incorrect.
- Bill Hudson of 268 Hermosa Street wanted to ask that the Board not hold their Executive Session as shown on the agenda today. He said at the last two work sessions, Commissioner Wadley made a statement that he wanted to talk about various items regarding the purchasing of land, etc. for a new building but he wanted to do that in Executive Session. Mr. Hudson felt this statement did not abide by the law. You cannot just talk about what you want in those sessions because you don't want the public to know what you are saying. He also felt the notice for today's Executive Session was not correct in that it did not give any information regarding the issues being discussed. Per statute, the Board must state why they are going into session. Commissioner Wadley said he did have things and ideas that he wanted to discuss with the other Commissioners before he said it in public due to the fact if it was something to do with purchasing land, the owner could very easily increase the price. County Attorney Starr offered to go outside the meeting room now during the meeting and discuss with Mr. Hudson his concerns, so the meeting could continue. If he did in fact have information that could change the holding of today's session, he was willing to hear him out.

He did not accept the offer. County Attorney Starr explained that it did not really matter what the Commissioners say or don't say in public meetings, it's what actually happens and what they say in the Executive Sessions that matter. As the County Attorney, he would not allow any Commissioner to talk about anything that was not covered by the Executive Session laws. If he did, he would be remiss in his job. So, regardless of what they say they are going to do, if it doesn't happen it's not really an issue.

Report

A. County Treasurer's Semiannual Report

County Treasurer Diller presented her Semiannual Report for the end of 2015. A copy of the report will be attached to the minutes. The Treasurer submits this report twice a year to the Board per C.R.S. 30-10-709(1). At the end of 2015 the County had \$18,583,541.41 in cash on hand. This is a \$2,743,637.13 over last year.

The County had released a Request for Proposal for banking services in August to make sure the County was receiving the best banking services and investment opportunities possible. Four local banks presented proposals. They chose to continue with Wells Fargo National Bank for the County's operating services. However, Wells Fargo agreed to provide scanning and cash counting equipment to the County at no charge, checks and deposit slips at no charge and reduced its fees for the analyzed account. This reduction resulted in the County being able to move five million dollars into our COLOTRUST account to earn interest.

Consent Agenda

A. Payroll Warrants for dates of January 6, 2015 thru January 19, 2015

General Fund Payable	142,663.64
Road and Bridge Fund Payable	170,386.65
Department of Human Services Fund Payable	49,253.81
1A Fund Payable	105.00
All Combined Dispatch Fund Payable	11,149.79
Conservation Trust Fund Payable	18,181.91
Solid Waste Fund Payable	389.32
Airport Fund Payable	5,374.52
Fleet Fund Payable	21,928.62
Total	\$ 419,433.26
General Fund Payroll	135,332.30
Road and Bridge Fund Payroll	34,616.48
Department of Human Services Fund Payroll	37,273.16
All Combined Dispatch Fund Payroll	17,349.73
Solid Waste Fund Payroll	5,457.37
Airport Fund Payroll	3,992.17
Fleet Fund Payroll	9,067.75
Total	\$ 243,088.96

B. Regular Meeting Minutes

December 14, 2015

C. Special Meeting Minutes

December 22, 2015

- D. Amendment to the Inmate Medical Services Agreement
 - E. One FTE for Sheriff's Detentions
 - F. Resolution 2016- Lot Consolidation of lots in Lake Pagosa Park for owners Troy M. Couture & Kelly Denise Rice-Couture
 - G. Extending the on-call Civil Engineering List for 1 Year
 - Bohannan Houston
 - Davis Engineering
 - GOFF Engineering
 - RG & Associates
 - Short Elliott & Henderson
 - H. Letter to Hinsdale County regarding Rio Grande Cutthroat Coalition
 - I. Cooperative Service Agreement between the United States Department of Agriculture, Animal & Plant Health Inspection Service, Wildlife Services & Archuleta County
- County Administrator Henderson read the Consent Agenda. **Commissioner Lucero moved to approve the Consent Agenda as read. Commissioner Wadley seconded the motion. The motion carried unanimously.**

New Business

A. Intergovernmental Agreement with the Town of Pagosa Springs for their 2016 Municipal Election

County Clerk June Madrid presented an Intergovernmental Agreement (IGA) between Archuleta County and The Town of Pagosa Springs. Archuleta County is agreeing to help the Town with their 2016 Special Election. The IGA sets out the steps each entity will fulfill for that election. **Commissioner Wadley moved to approve the Intergovernmental Agreement with the Town of Pagosa Springs for their 2016 Municipal Election. Commissioner Lucero seconded the motion.** Chairman Whiting asked for public comment.

- Greg Giehl of 351 S 7th Street said that this was just another problem with government; multiple-layers doing the same thing. He felt the Clerk's Office had too much to do with running the County elections to stop and help the Town.

The motion carried unanimously.

Chairman Whiting stated this item was moved to the Regular Meeting of February 2, 2016.

B. Resolution 2016- Designation of Institutions in which the County Treasurer may Invest County Funds

C. Ambulance License for Los Pinos Fire Protection District

Thad McKain Director of Emergency Operations with the County Sheriff's Department presented a request from the Los Pinos Fire Protection District to waive the ambulance fees for their ambulances. Director McKain said he had not had time to personally inspect the equipment prior to today's meeting but La Plata County had. County Attorney Starr stated this was not acceptable it was a breach in the agreement. The vehicles had to be inspected by Archuleta County not La Plata County. After a brief discussion, it was decided that the Board would agree to the waiver but the Agreement would not be signed until staff had actually inspected the equipment per the agreement. **Commissioner Lucero moved to approve the renewal of the Ambulance Licenses for Los Pinos Fire Protection District and also to waive the fees and authorize the Chairman to sign the**

agreement contingent upon the inspection of the equipment by our Emergency Operations Director Thad McKain. Commissioner Wadley seconded the motion. Chairman Whiting asked for public comment. **The motion carried unanimously.**

D. Agreement for the Cooperative Wildfire Protection between the State of Colorado, Department of Public Safety and Archuleta County

Thad McKain Director of Emergency Operations with the Archuleta County Sheriff's Office presented an Agreement between the State of Colorado, Department of Public Safety and Archuleta County. The Agreement was to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services and funds in sustaining and implanting wildland fire management activities, between Archuleta County and Colorado Division of Fire Prevention and Control. There was one change where the State was asking to be informed earlier if the County would happen to have a fire that may grow into a larger fire. **Commissioner Wadley moved to approve the Agreement for Cooperative Wildfire Protection between the State of Colorado, Department of Public Safety and Archuleta County. Commissioner Wadley seconded the motion.** Chairman Whiting asked for public comment.

- Greg Giehl of 351 S 7th Street asked how you would know what fire would be growing out of control in order to report it. Director McKain explained that this was actually for other counties as Archuleta County was already participating in the right direction. Whenever Archuleta County was on the way to any fire, lighting strike, whatever, they immediately notify the state. They will continue this practice; and it's now written in the Agreement.

The motion carried unanimously.

E. Memorandum of Understanding between the State of Colorado, Department of Public Safety and Archuleta County

Thad McKain Director of Emergency Operation, Archuleta County Sheriff's Office presented a Memorandum of Understanding (MOU) between the State of Colorado, Department of Public Safety and Archuleta County. The MOU allows Archuleta County to participate in the Colorado Emergency Fire Fund. **Commissioner Lucero moved to approve the Memorandum of Understanding between the State of Colorado, Department of Public Safety and Archuleta County. Commissioner Wadley seconded the motion.** Chairman Whiting asked for public comment.

- Commissioner Wadley wanted to say how important it was to this Board for the public to know about the cost of fires because that cost could be the responsibility of the taxpayers and it could bankrupt the County. It's up to us to limit our exposure.

The motion carried unanimously.

Public Comment

Chairman Whiting stated that he was opening the floor to public comments for those regarding items that were 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.

- Chip Monday of the Pagosa Lakes Property Owners Association (PLPOA) wanted to talk in regards to lot consolidations. The County always had several on their Consent Agenda. Last week they (PLPOA) passed a resolution to attach a fee to these lot consolidations in their area. Last year there were 78, which means they had 78 less units to assess. This had a serious effect on their financials. As of February 15, 2016 their new fees go into effect. The

fee is 5 times their annual assessment of approximately \$230 yearly, making the fee approximately \$1,150.

- Commissioner Lucero asked Mr. Monday if they (PLPOA) own a chipper and would they help the dump for a half a day in doing some chipping. He answered they would and for the Board to contact Larry Lynch who was in charge of that. Public Works Director Ken Feyen would be talking to him.
- Bill Hudson of 268 Hermosa Street wanted to say again what he brought up at the first part of the meeting. He believed the Board should have Executive Sessions, but they should be held properly. He reminded the Board that if they looked at their own agenda they would not see a description of what was going to be addressed in the Executive Session today. There are extenuating circumstances here that could bring about a lawsuit.
- Greg Giehl of 351 S 7th Street wanted to talk about 2 more things. One being the decorum of the room. There is a plaque on the wall behind the Board which stands for the corporate State of Colorado. There is an admiralty federal flag in the room. The flag shouldn't have fringe and the same thing with the State flag; it's also an admiralty flag and should not be. He said two of the most honorable people working for Archuleta County were Treasurer Betty Diller and County Clerk June Madrid. He said that in the Treasurer's report she stated the County made a profit last year. He said this is not legal. He read a statement regarding using the money without it being set out up front. It's a felony to make money off of federal funds.
- County Attorney Starr asked to talk about the concerns regarding the Executive Sessions held by the Board. A Commissioner had made a statement at a work session that he wanted to talk about something in an Executive Session because he didn't want to talk it about it at the work session. It doesn't really matter what he said, as long as the session itself does not go outside the statutory boundary. As County Attorney, he would make sure the session stays true to the law. The other concern was the notice and the allegation being that statute requires some notice of topic and Mr. Hudson did not think there was sufficient information in the notice. County Attorney Starr read the statute regarding what must be in the notice. He felt the notice was sufficient.

Chairman Whiting stated the Board would be going into Executive Session.

Executive Session

Commissioner Lucero moved to go into Executive Session per C.R.S. 24-6-402(4)(e) for purposes of the Board in determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and per C.R.S. 24-6-402(4)(b) for purposes of the Board to receive advice on specific legal questions. Commissioner Wadley seconded the motion.

Chairman Whiting asked for public comment.

- Greg Giehl of 351 S 7th Street said he thought the Board had already set in county policy that they were purchasing a new facility and they had not even gone out to the public to see if anyone agreed with.
- Bill Hudson of 268 Hermosa Street said he was currently involved in a lawsuit with the Town. He recommended that the Board listen to those in current litigation and try working things out without going to court.

The motion carried unanimously.

January 19, 2016

Chairman Whiting stated those going into the Executive Session would be the 3 Commissioners, County Administrator Henderson, County Attorney Starr, Martin Rose a partner in the law firm County Attorney Starr joined and County Clerk & Recorder June Madrid. He recessed the meeting at 2:28 p.m. to go into Executive Session.

Chairman Whiting reconvened the Regular Meeting at 3:13 p.m. stating no decisions were made in the Executive Session.

With no further business coming before the Board, the meeting was adjourned at 3:15 p.m.

June Madrid
County Clerk & Recorder

Approved this 2nd day of February, 2016.

Michael Whiting, Chairman

draft



WESTCOR
Land Title Insurance Company

GUARANTEE NO.
MG-1-CO1026-4166246

**WESTCOR LAND TITLE
INSURANCE COMPANY**

MORTGAGE GUARANTEE

No. AR21501823 Liability \$ 24,999.00 Fee \$ 150.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE GUARANTEE CONDITIONS AND STIPULATIONS HEREOF, WESTCOR LAND TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, herein called the Company,

Guarantees the Assured named herein against loss (including attorney fees) not exceeding the liability amount stated in above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to public records, on the date stated below.

1. The title to the herein described estate or Interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which exceptions are not necessarily shown in the order of their priority;
2. The existence of a lien or encumbrance on the title, other than those shown as Exceptions (which Exceptions are not necessarily shown in the order of their priority.)

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Issued By:
CO1026 * AR21501823

Colorado Title & Closing Services, LLC d/b/a Colorado Land Title Company, LLC, d/b/a CLT Closing & Title Services, LLC

970 Main Avenue
Durango, CO 81301

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President

Attest: Patricia W. Power
Secretary

Authorized Agent Margaret Pau

NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).

MORTGAGE GUARANTEE

SCHEDULE A

State:Colorado
County:Archuleta

Agent Number	File Number	Guarantee Number	Guarantee Effective Date	Amount of Guarantee
CO1026	AR21501823	MG-1-4166246	June 18, 2015	\$24,999.00

1. Party (Parties) Assured:

DOUGLAS C. CALL

2. The record title to the estate in said land is at the date hereof vested in:

DOUGLAS C. CALL

3. The estate or interest in the land described in this schedule is:

FEE SIMPLE

The mortgage(s), if any, to which said land is subject:

Deed of Trust from Douglas C. Call to the Public Trustee of the County of Archuleta, for the use of First Southwest Bank, to secure \$160,000.00, dated October 10, 2008, recorded October 28, 2008 as Reception No. 20808602. (Lot 178 and other property)

Security interest under the Uniform Commercial Code affecting the subject property, notice of which is given by Financing Statement from Douglas C. Call, Debtor(s), to First Southwest Bank, secured party, recorded October 28, 2008 as Reception No. 20808603. Continuation recorded October 7, 2013 as Reception No. 21306705. (Lot 178 and other property)

Deed of Trust from Douglas C. Call to the Public Trustee of the County of Archuleta, for the use of First Southwest Bank, to secure \$40,000.00, dated October 10, 2008, recorded October 28, 2008 as Reception No. 20808604. (Lot 178 and other property)

Security interest under the Uniform Commercial Code affecting the subject property, notice of which is given by Financing Statement from Douglas C. Call, Debtor(s), to First Southwest Bank, secured party, recorded October 28, 2008 as Reception No. 20808605. Continuation recorded October 7, 2013 as Reception No. 21306704. (Lot 178 and other property)

4. Description of the Land:

Lots 178 and 179, LAKE FOREST ESTATES, according to the plat thereof filed for record June 4, 1973 as Reception No. 77869.

This Guarantee Valid Only if Cover and Schedule A & B are attached.

MORTGAGE GUARANTEE

SCHEDULE B

Agent #: CO1026

Order #: AR21501823

Guarantee Number: MG-1-4166246

GUARANTEE STANDARD EXCEPTIONS:

This guarantee does not insure against loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, rights, interest, or claims which are not shown by the public records.
2. Any lien, or right to a lien, for services, labor or material imposed by law.
3. Any and all recorded rights of way and easements including, but not limited to roads, highways, ditches, creeks, laterals, canals, reservoirs, drainage ways, flumes, utilities, guy line/anchors, railroads and aircraft overflight.
4. Any and all unpaid taxes, assessments, bonds and unredeemed tax sales.
5. Any Restrictions, Covenants, Declarations, Conditions, Leases, Agreements and Mineral Reservations of record, and all modifications thereof, if any.
6. Unpatented mining claims, reservations or exemptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
7. Discrepancies, conflicts in boundary lines, encroachments, easements, variations in area or content, party walls and/or any facts that a correct survey and/or physical inspection of the premises would disclose.

Title to the land described in Schedule A is subject to the following liens, encumbrances and defects shown in the public records:

Deed of Trust from Douglas C. Call to the Public Trustee of the County of Archuleta, for the use of First Southwest Bank, to secure \$160,000.00, dated October 10, 2008, recorded October 28, 2008 as Reception No. 20808602. (Lot 178 and other property)

Security interest under the Uniform Commercial Code affecting the subject property, notice of which is given by Financing Statement from Douglas C. Call, Debtor(s), to First Southwest Bank, secured party, recorded October 28, 2008 as Reception No. 20808603. Continuation recorded October 7, 2013 as Reception No. 21306705. (Lot 178 and other property)

Deed of Trust from Douglas C. Call to the Public Trustee of the County of Archuleta, for the use of First Southwest Bank, to secure \$40,000.00, dated October 10, 2008, recorded October 28, 2008 as Reception No. 20808604. (Lot 178 and other property)

Security interest under the Uniform Commercial Code affecting the subject property, notice of which is given by Financing Statement from Douglas C. Call, Debtor(s), to First Southwest Bank, secured party, recorded October 28, 2008 as Reception No. 20808605. Continuation recorded October 7, 2013 as Reception No. 21306704. (Lot 178 and other property)

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS- The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

- (a) Taxes or assessments which are not shown as existing by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS-LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action with the time herein before specified, shall be a conclusive bar against maintenance by the assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage or this Guarantee, or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY-PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.
- (b) The company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein, removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

ALL notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200 Maitland, FL 32751.

10. FEE

The fee specified on Schedule A of this Guarantee is the total fee for title search and examination and for this Guarantee.

WESTCOR LAND
TITLE INSURANCE COMPANY

MORTGAGE
GUARANTEE

HOME OFFICE

875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

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 Douglas C. Call, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Douglas C. Call, 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 178 and 179, Lake Forest Estates, according to the plat thereof filed for record June 4, 1973, as Reception No. 77869, Archuleta County, Colorado, to become Lot 178X 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 in Pagosa Springs, Archuleta County, Colorado, this 2nd day of February, 2016.

THE BOARD OF COUNTY COMMISSIONERS
ARCHULETA COUNTY, COLORADO

ATTEST:

June Madrid, Clerk and Recorder

Michael Whiting, Chairman

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- 15-3477

July 13, 2015

Thomas C. Garduno
Catherine Garduno
5 Shade Tree Ln.
Tijeras, NM 87059

RE: O&E Report 15-3477 (Lot Consolidation)

PROPERTY DESCRIPTION(S):

Lots 1, 10 & 11, Block 21, Lake Pagosa Park, according to the plat thereof filed March 13, 1970, as Reception Nos. 72998 thru 73013, in the office of the Clerk and Recorder, Archuleta County, Colorado.

TAX SCHEDULE NO(S):

5699-084-21-001 As to Lot 1
5699-084-21-012 As to Lot 10
5699-084-21-013 As to Lot 11

VESTED OWNER(S):

Thomas C. Garduno and Catherine Garduno by Warranty Deed as to Joint Tenants recorded April 20, 2011 at Reception No. 21102537, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 11)

Thomas C. Garduno and Catherine Garduno by Warranty Deed as to Joint Tenants recorded June 5, 2013 at Reception No. 21303650, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 10)

Thomas C. Garduno and Catherine Garduno by Personal Representative's Deed as to Joint Tenants recorded June 19, 2013 at Reception No. 21503833, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 1)

LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF July 8, 2015 AT 8:00 A.M.:

Deed of Trust dated 7/29/2015 from Thomas C. Garduno and Catherine D. Garduno AKA Catherine Garduno to the Public Trustee of Archuleta County securing a note payable in the principal amount of \$153,700.00, payable to PHH Mortgage Corporation, said Deed of Trust recorded on 8/1/2013 as Reception No. 21305157, in the office of the Clerk and Recorder, Archuleta County, Colorado. (AS TO LOT 11)

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

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

SERVING ARCHULETA, LA PLATA, MINERAL, HINSDALE, RIO GRANDE COUNTIES

RESOLUTION 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 Thomas C. Garduno and Catherine Garduno, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Thomas C. Garduno and Catherine Garduno, 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 1, 10 and 11, Lake Pagosa Park Block 21, according to the plat thereof filed for record March 13, 1970, as Reception No. 72998 thru 73013, Archuleta County, Colorado, to become Lot 11X 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 2nd day of February, 2016.

The Board of County Commissioners
Archuleta County, Colorado

ATTEST:

June Madrid,
Archuleta County Clerk and Recorder

Michael Whiting, Chairman

Return copy to Planning Dept.

ARCHULETA COUNTY
Position Classification
Pay Scale - Effective 1-1-2016

	Administrative & Professional					
	Job Title	FLSA	Grade	Minimum	Midpoint	Maximum
	Receptionist		101	\$22,624	\$27,127	\$31,674
	Office Assistant					
			102	\$24,541	\$28,467	\$34,371
	Treasurer Clerk I		103	\$26,636	\$31,940	\$37,290
	Deputy Clerk I (C&R)					
	Veterans Services Officer	Exempt				
	Administrative Assistant		104	\$28,887	\$34,661	\$40,433
	Appraiser I (Assessor)					
	Personal Property Appraiser (Assessor)					
	Eligibility Tech (DHS)					
	Child Support Tech (DHS) (Remove)					
	Family Advocate (DHS)					
	4H Coordinator		105	\$31,339	\$37,603	\$43,898
	Accounting Clerk III					
	Child Support Legal Tech (DHS)					
	Deputy Clerk III (C&R)					
	Transportation Program Coordinator					
	Planning/Permit Technician					
	Appraiser III (Assessor)		106	\$34,011	\$40,812	\$47,610
	Accountant III (New)					
	Deputy Treasurer					
	Engineering Tech					
	Recording Supervisor (C&R)					
	Life Skills Worker (DHS)	Exempt				
	Caseworker I (DHS)	Exempt				
	Deputy Assessor		107	\$35,839	\$44,289	\$51,667
	Election Administrator					
	Para Legal (Remove)					
	Accountant	Exempt	108	\$40,054	\$48,056	\$56,036
	Building Inspector/Plans Examiner (Remove)					
	Chief Deputy Clerk					
	Casework Therapist (DHS)	Exempt				
	Caseworker II (DHS)	Exempt				
	Computer & Network Support Spec.	Exempt	109	\$43,419	\$52,135	\$60,805
	GIS Analyst					
	Computer Support Specialist					
	Deputy County Attorney (DHS) (Remove)					
	Executive Assistant (New)					
	Airport Manager	Exempt	110	\$47,142	\$56,549	\$65,977
	Solid Waste Director (Remove)	Exempt				
	Resource Manager (DHS) (New)					
	Casework Supervisor	Exempt				
	Planning Manager	Exempt	111	\$51,131	\$61,362	\$71,595
	Chief Building Official	Exempt				
	Human Resources Administrator	Exempt	112	\$55,479	\$66,579	\$77,679
	Finance Director	Exempt	113	\$60,504	\$72,240	\$84,764
	County Engineer (New)	Exempt				
	Public Works Director	Exempt	114	\$65,308	\$78,393	\$91,432
			115	\$70,858	\$85,034	\$99,211
	Human Services Director	Exempt	116	\$76,899	\$92,256	\$107,635
	County Administrator	Exempt	117	\$83,430	\$100,103	\$116,797
	County Attorney (Remove)	Exempt				

ARCHULETA COUNTY
Position Classification
Pay Scale - Effective 1-1-2016

Trades & Labor	Job Title	FLSA	Grade	Minimum	Midpoint	Maximum
	Transfer Station Attendent		201	\$22,624	\$27,127	\$31,674
	Custodian		202	\$24,541	\$29,467	\$34,371
	B&G Maintenance Tech.		203	\$26,636	\$31,840	\$37,290
	Bus/Van Driver					
	Recycling Attendant					
	Weed & Pest Technician					
	Assistant Mechanic/Oiler		204	\$28,887	\$34,661	\$40,433
	Equipment Operator I					
	Landfill Operator					
	Lead Landfill Operator		205	\$31,339	\$37,603	\$43,898
	Equipment Operator II					
	Production Control Specialist					
	Equipment Operator III		206	\$34,011	\$40,812	\$47,611
	Airport Maintenance Supervisor					
	Mechanic					
	Roadway Inspector					
	Senior Mechanic		207	\$35,839	\$44,289	\$51,667
	Road & Bridge Foreman		208	\$40,054	\$48,056	\$56,036
	Weed & Pest Supervisor	Exempt				
			209	\$43,419	\$42,135	\$60,805
	Fleet Shop Supervisor		210	\$47,142	\$56,549	\$65,977
			211	\$51,132	\$61,362	\$71,595
			216	\$55,479	\$66,579	\$77,679
		217	\$60,208	\$72,240	\$84,276	
		218	\$65,309	\$78,393	\$91,432	
		219	\$70,858	\$85,034	\$99,211	
		220	\$76,899	\$92,256	\$107,635	
		221	\$83,430	\$100,103	\$116,797	

ARCHULETA COUNTY
Position Classification
Pay Scale - Effective 1-1-2016

Public Safety						
Administrative	Job Title	FLSA	Grade	Minimum	Midpoint	Maximum
	Administrative Assistant		300	\$28,887	\$34,661	\$40,433
	Evidence Tech.					
	Office Manager		301	\$34,011	\$40,812	\$47,611

Non-P.O.S.T Certified Positions			401	\$26,636	\$31,940	\$37,290
	Seasonal Firefighter		402	\$28,887	\$34,661	\$40,433
	Dispatcher (Full & Part-Time)					
	Lead Firefighter (Remove)		403	\$31,339	\$37,603	\$43,898
	Lead Dispatcher (Remove)					
	Emergency Operations Deputy (New)					
	Court House Security Officer		404	\$34,011	\$40,812	\$47,611
	Detention Officer					
	Emergency Services Coordinator (Remove)					
	Emergency Operations Deputy Director (New)					
	Detention Corporal		405	\$35,839	\$44,289	\$51,667
			406	\$40,054	\$48,056	\$56,036
	Emergency Operations Director	Exempt	407	\$43,419	\$52,135	\$60,805
	Detention Lt (Remove)	Exempt				
		408	\$47,142	\$56,549	\$65,977	
Emerg. Communications Mgr	Exempt	409	\$51,132	\$61,362	\$71,595	

P.O.S.T Certified Positions	Patrol Deputy		501	\$35,839	\$44,289	\$51,667
	Detective		502	\$40,054	\$48,056	\$56,033
	PT Investigator					
	Patrol Corporal					
	Detective Sgt.		503	\$43,419	\$52,135	\$60,805
	Partol Sgt.					
	Patrol Lt. (Remove)	Exempt	504	\$47,142	\$56,549	\$65,977
			505	\$51,132	\$61,362	\$71,595
			506	\$55,479	\$66,879	\$77,679
	Undersheriff	Exempt	507	\$55,479	\$66,579	\$77,679

Memorandum

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

DATE: January 27, 2016

FROM: Bentley Henderson

RE: PLPOA Trails Grant

OVERVIEW

Provided for your review and consideration is a Grant Award from the Department of Natural Resources, Division of Parks Wildlife through the State Trails Program for the construction of the Pagosa Regional Trail Project in Pagosa Lakes. This project was first presented in 2013. At that time, PLPOA on behalf of Archuleta County as the applicant was unsuccessful in garnering an award for the project. Authorization for a second effort was granted by the Board of County Commissioners in late 2014. The County received notice last April of our receipt of the grant award. The award was for \$199,645.00.

DISCUSSION

For this particular grant, PLPOA was again acting on behalf of the County who was technically the applicant of the grant. The grant award is to Archuleta County. What this means operationally is that PLPOA staff will act as the project/construction manager for all day to day activities, and Archuleta County staff will be responsible grant administration which will include the submittal of reimbursement requests. Finance Director Larry Walton has reviewed the specific conditions of the award and is comfortable with the capacity within his department to effectively manage the grant.

County staff will craft an operational agreement for execution between the County and PLPOA. The intent will be to ensure that both parties are in agreement as to how the project will be executed and how the various responsibilities will be tasked. This agreement will be before you before work begins.

RECOMMENDATION

Staff recommends that authorization be conferred upon the Chairman to execute/accept the award for the Pagosa Regional Trails Project.

EXHIBIT A

LARGE APPLICANT INFORMATION

Applicant or Organization Name: Archuleta County	
Mailing Address: PO Box 1507, Pagosa Springs, CO 81147	
Applicant Lead Contact Name: Bentley Henderson	
Title: County Manager	Is this the primary contact for this grant: YES X NO
Telephone: 970-264-8300	Email: Bhenderson@archuletacounty.org

OFFICIAL USE ONLY - DUNS # (IF REQUIRED):

PROJECT MANAGER (this person will have day-today responsibility for the project)

Name: Ken Feyen, Public Works Director	
Mailing Address: PO Box 1507, Pagosa Springs, CO 81147	
Telephone: 970-264-5660	Email: KFeyen@archuletacounty.org

PRIMARY PARTNER INFORMATION (IF APPLICABLE)

Name: Pagosa Lakes Property Owners Association	
Mailing Address: 230 Port Avenue, Pagosa Springs, CO 81147	
Partner Contact Name: Larry Lynch	
Title: Property Manager	Is this the primary contact for this grant: YES X NO
Telephone: 970-731-5635	Email: LarryL@plpoa.com

ABOUT THE PROJECT

Project Title: Pagosa Regional Trail Project	
Grant Request: \$199,645	Required Match: \$199,645 (100% of grant)
Total Project Cost: \$659,134	Percent of overall match (% of total project cost): 69.7%
Percent of cash match (% of total project cost): 68.5%	Is this project part of the Colorado Front Range Trail: YES X NO
Does this trail connect to a regional trail system? X YES NO	
If yes which system: Town to Lakes Trail System & SJNF Turkey Springs Trail System	
250 Word Project Description: (Please write a brief description of your project and the expected accomplishments. Be sure to include Who, What, When, and Where.) The Pagosa Regional Trail Project is a regional trail system that will provide new natural and hard surface trail construction in Archuleta County. The proposed trails are part of the Archuleta County Trails Master Plan developed and adopted by the County in 2007 with a high degree of community input and support. This proposed trail project includes the construction of a 1,700 lineal foot, 8 foot wide asphalt trail in the Lake Forest area that will connect into existing asphalt trails near North Pagosa Blvd, Park Avenue and Village Drive (part of a previously State Trails funded project). Additionally, this trail project includes 3,800 lineal	

feet of hard surface, 4 foot wide crusher fine trail adjacent to North Pagosa Blvd. that will connect into a National Forest Trailhead accessing an amazing natural surface trail in Turkey Springs of the San Juan National Forest. The Southwest Conservation Corps youth will construct 1,000 Lineal feet of natural surface trail which will tie into the Vista Trail and the new Veteran Memorial Park site and Vista Lake. The Pagosa Regional Trail Project includes interconnecting hard surface trails, 8-foot wide asphalt trail construction in the Vista, a 2900 lineal foot segment of asphalt trail North Pagosa Blvd, and a key 230 lineal foot hard surface trail at Pinon Causeway that ties Pagosa Lakes into Phase I, Town to Lakes Trail at Highway 160 that will head east providing non-motorized connectivity between uptown and downtown.

LAND OWNERSHIP

1. Provide the names of the property owners:
 2. The trail corridor is controlled by: Fee Simple Lease Easement License Right-of-Way Other

USER INFORMATION (Please check all that apply)

<input checked="" type="checkbox"/> Hiking	<input type="checkbox"/> Motorcycling	<input type="checkbox"/> Equestrian
<input checked="" type="checkbox"/> Walking	<input type="checkbox"/> Four-Wheeling	<input type="checkbox"/> Motor Boating
<input checked="" type="checkbox"/> Running	<input type="checkbox"/> All-Terrain Vehicle	<input type="checkbox"/> Paddling
<input type="checkbox"/> Skateboarding	<input type="checkbox"/> Snowmobiling	<input checked="" type="checkbox"/> Accessible Access
<input type="checkbox"/> In-Line Skating	<input type="checkbox"/> Snowshoeing	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Biking	<input checked="" type="checkbox"/> X-Country Skiing	<input type="checkbox"/> Other

TRAIL SURFACE

<input checked="" type="checkbox"/> Asphalt	<input type="checkbox"/> Concrete	<input type="checkbox"/> Other
<input type="checkbox"/> Natural	<input type="checkbox"/> Crusher Fines	

PROJECT LOCATION (For multiple project sites attach a separate list.)

Nearest Town or City: Pagosa Springs, CO

County(ies): Archuleta

Township/Range/Section: T35N R2W 518			
State Senate District#: 6th			
State Representative District#: 3rd			
Miles of new trailhead			Miles of trail grooming
Miles of new trail construction		2.54	Miles of trail being planned
Miles of trail maintenance		2.54	Miles of trail reroute
Miles of trail reconstruction			Miles of inter-connecting trail
Miles of trail to be signed		2.54	Other
Miles of trail restoration			Other
APPLICATION CHECKLIST			
Verify that this application contains all of the following required documents and the application is in this order:			
<input type="checkbox"/> Completed and signed Applicant Summary Form <input type="checkbox"/> Letter from Governing Body <input type="checkbox"/> Completed Environmental Checklist(s) <input type="checkbox"/> Vicinity and Project Maps <input type="checkbox"/> Photographs <input type="checkbox"/> Project Budget Form <input type="checkbox"/> Response to Selection Criteria Questions (a narrative provided on your own paper) <input type="checkbox"/> Attachments to Selection Criteria: <input type="checkbox"/> Letter from youth organization, if applicable <input type="checkbox"/> Documentation supporting public process <input type="checkbox"/> Documentation of opposition, if applicable <input type="checkbox"/> Letters of support			



**AGREEMENT FOR PRELIMINARY, DESIGN
& CONSTRUCTION ENGINEERING SERVICES**

This Agreement made this 23rd January, 2016 by and between Archuleta County hereinafter referred to as the OWNER, and Davis Engineering Service, Inc. hereinafter referred to as the ENGINEER.

Whereas, the OWNER desires to employ an engineering firm to provide preliminary, design and construction engineering services related to the reconstruction of a portion of Lake Forest Circle, and

Whereas, the ENGINEER has submitted a service proposal, including a fee schedule, dated January 22, 2016,

Now Therefore, for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the ENGINEER shall furnish the proposed services and the OWNER shall make payment for the same in accordance with the terms and conditions set forth in this agreement and in the Payment Schedule provided by the ENGINEER.

1. **TERM:** The term of this Agreement shall be from January 23, 2016 until the OWNERS final acceptance of all required services and documents. The time to completion of the project is dependent on weather, but is estimated to occur during the third quarter of 2016.
2. **PROPOSAL PART OF CONTRACT:** ENGINEER agrees to provide the services specified in the proposal dated January 22, 2016, as well as the memorandum from Michael Davis with the same date. Said proposal and memorandum, including fee schedule documents are incorporated herein as part of this contract as **Attachment A**.
3. **GENERAL TERMS AND CONDITIONS:** Archuleta County's General Terms and Conditions are incorporated herein as part of this contract as **Attachment B**.
4. **COMPENSATION:** Payments for services rendered pursuant to this Agreement shall be charged per the rates set forth in ENGINEER's Fee Proposal, and shall not exceed Seventy Four Thousand Five Hundred Dollars and No Cents (\$74,500), except as provided for in this agreement. Any major design modification that may be required due to no fault of the engineer, such as an OWNER ordered modification to scope of services,

will be compensated for using the ENGINEER's customary rates. Payments shall be made by warrants payable to the trade or business name of the ENGINEER and not to any individual. Payments will be made within 30 days of presentation of an invoice or payment request received from the ENGINEER, and after review and approval by the OWNERS Project Manager. If this Agreement is terminated, OWNER shall compensate ENGINEER for all services rendered to the date of termination.

5. **INSURANCE:** The ENGINEER shall carry and provide to the OWNER, certificates of coverage for workmen's compensation in the limits required by law, general liability and professional errors and omissions insurance coverage's in the amounts of \$ 1,000,000 per occurrence and \$2,000,000 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. The County Finance Director may accept other amounts of coverage, if they are deemed adequate.
6. **ENTIRE AGREEMENT:** This written Agreement along with Attachments A and B is the entire agreement between the Parties. 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.

In Witness Whereof, the parties hereto have executed this agreement on the day, month, and year first above mentioned and in multiple copies, each of which is an original.

Owner: Archuleta County, CO
BOARD OF COUNTY COMMISSIONERS

By: _____
Name: Michael Whiting
Title: Chairman

Engineer: Davis Engineering Services, Inc.

By: Michael U. Davis
Name: Michael U. Davis, President



Archuleta County is a public entity.
Nothing in this document waives the
Colorado Governmental Immunity Act.
All funding obligations beyond the current
fiscal year are subject to the funds being
budgeted and appropriated.

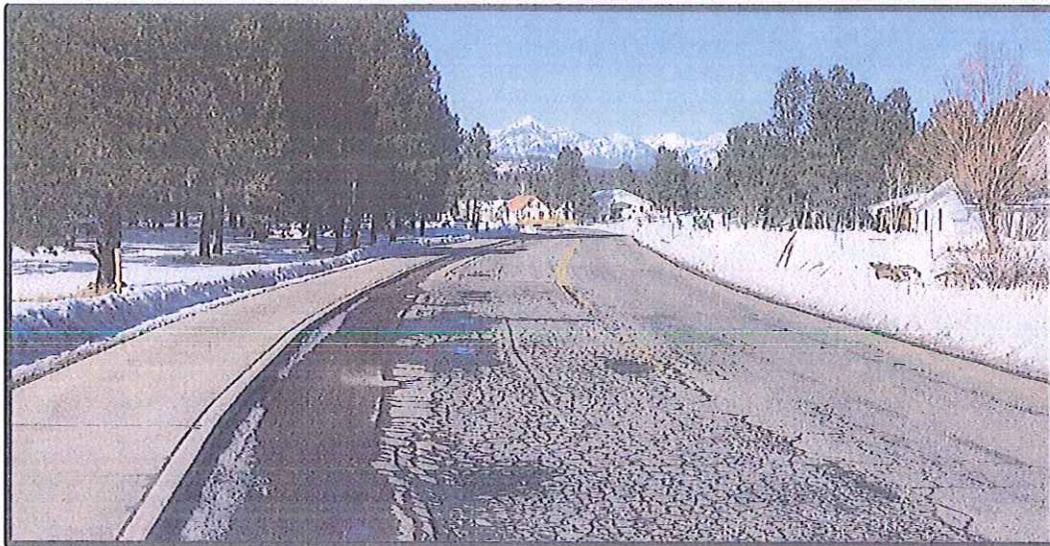


ATTACHMENT A

Preliminary, Design, & Construction Engineering Services Proposal

For the

Reconstruction of a Portion of Lake Forest Circle



Deteriorating Asphalt on Lake Forest Circle near the west end of the Lake Forest Dam

Prepared for

Archuleta County, Colorado

Submitted on

January 22, 2016

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Appendix

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Contents

- Current Rate Schedule
- Insurance Certificates



Severe rutting and shoving of asphalt along Lake Forest Circle in sidewalk area

Davis Engineering Service, Inc. (DES) is pleased to offer this cost proposal to Archuleta County (County) for providing preliminary, design, and construction engineering services for reconstruction of a portion of Lake Forest Circle from the east side of the Vista Boulevard intersection to the north side of the Martinez Place intersection, totaling approximately 2,800 linear feet (± 0.53 miles). Within this document we will provide specific project approach, contract cost, and project schedule information. For general company information, similar project experiences, and personnel qualifications, please refer to the Statement of Qualifications previously submitted and dated September 26, 2013. While we have had some staff changes in the Pagosa Springs office since that time, the key personnel of Dean P. Schultz, PLS, Michael M. Davis, PE, Myron S. Stretton, PLS, and J. Nathan Stretton, PLS are all still on staff and actively working on similar projects in Archuleta County and the surrounding areas. Some key additions to the staff are Clifton M. Lee, PE and Travis W. Phillips, EI, both of which have assisted with road reconstruction projects within our community.

Project Information and Approach

The asphalt on this segment of the road is showing advanced sign of deterioration along with significant subgrade issues. Due to the apparent inadequate subgrade, the fact that approximately half of this stretch is bordered by curb and gutter on one side, and that we are crossing the dam for Lake Forest, it is anticipated that this will primarily be a reconstruction project where the existing roadway is excavated and removed to the depth required to accommodate the road structure as recommended as part of a geotechnical investigation.

We do not anticipate right-of-way (ROW) issues with the roadway, as we have researched this area previously as part of the trail and sidewalk projects pursued for Pagosa Lakes Property Owners Association (PLPOA). We plan to locate enough property corner monuments to overlay the record subdivision data and indicate the approximate ROW on the construction plans.

We believe that the existing drainage structures in this area are in reasonable shape, and hopefully do not warrant replacement. Due to the winter conditions, it will be difficult to review these until later, and it may be that review will be performed during construction, and change orders developed if necessary.

It is understood that it is desired to pursue this design immediately so that this project can be combined with the Cloud Cap Avenue project to develop some economy of scale and hopefully attract enough interest such that the contractors "sharpen their pencils" in providing bids. This should not be a problem design wise, other than surveying in winter conditions. There will be some extra work required due to the snow and ice present in capturing the existing site configuration, however, as it is anticipated that the road will be largely reconstructed in place, there are not many driveways or street intersections, and we don't anticipate significant drainage modifications, the surveying will largely be confined to the roadway surface and immediately adjacent features.

Listed below are the intended **PRELIMINARY ENGINEERING SERVICE** items involved in establishing the subject road structural options, with a brief description of each:

Geotechnical Investigation – We propose to use Trautner Geotech for performing the required geotechnical investigations. We have worked with this firm on various road and dam projects in the past and have found that they provide quality services.

Environmental Services – We do not anticipate the need for environmental consultation, but if something would arise, we propose to use Ecosphere or SME Environmental for any environmental services, both of which we have successfully worked with on past projects. No cost associated with environmental services has been included in this proposal, and should the need arise would be negotiated for and included only in an approved change order.

Site Survey and Mapping – We propose to include site and ROW surveying and mapping in the Preliminary Engineering Services so that work could begin sooner. Due to the snow and ice present, we have budgeted for winter surveying in this proposal. However, we anticipate that the surveying will be largely confined to the existing road surface and adjacent-features. due to the reconstruction nature of this project and the need to keep the road finished grade similar to the existing to match curb and gutter present. In addition to surface features, property lines, and ROW limits, we propose to have underground utilities located prior to performing site surveys so they can be included on project plans, with the associated costs included in this proposal, estimated at \$3,000. If the County has leverage to get the utility companies to perform the necessary locates for free, we would reduce this item budget by the indicated amount. ROW within platted subdivisions will be shown by locating field monuments and “overlying” the record plat information. While we don’t anticipate ROW issues, should ROW problems be found and significant discrepancies noted between the field and plat information to where the “overlying” cannot be reasonably done, we propose to be compensated for additional ROW surveying, calculations, and mapping at our rates in effect when the work is performed, with a copy of our current rates included in Appendix A. An estimate for the cost of anticipated additional work will be provided and approval gained from the County prior to initiating said work.

Preliminary Road Section Analyses and Cost Estimates – We will use the results of the geotechnical investigations to prepare various road section alternatives and cost estimates to be presented to the County. Upon selection of the desired road section by the County, we will proceed with the remaining design engineering services.

Listed below are the planned **DESIGN ENGINEERING SERVICE** items required to complete the subject road construction contracts, plans and specifications, with a brief description of each:

Road Design – As required, the road horizontal and vertical alignment and configuration will be designed to appropriate guidelines and standards (AASHTO and County), or as otherwise deemed appropriate for the individual project consistent with road engineering practices. After review of ADT and existing road configuration, we will discuss the surface width options with the County.

Drainage Design – We are not aware of any drainage issues in the subject segment of the road, and we don’t believe there are many existing drainage structures. As such, we have not included any time in the proposal specific for drainage design. Should the need for drainage design be discovered at a later date, we propose to be compensated for such design at our

January 22, 2016

Preliminary, Design, & Construction Engineering Services Proposal

Reconstruction of a Portion of Lake Forest Circle

Page 5 of 8

rates in effect when the work is performed. An estimate for the cost of anticipated additional drainage work will be provided and approval gained from the County prior to initiating said work.

Contract and Specification Preparation – We propose to use our standard contract and specification documents, which have been established for use on Town and County projects. Our construction contract documents have been approved for use on Town projects as recently as 2015, and were used for County Trujillo Road project also initiated in 2015. Specification items will cover each pay item in the project bid schedule. It is understood that this project for construction purposes will be combined with the Cloud Cap Avenue project, therefore, our contract budget for this item has been adjusted down to cover only anticipated additional work. Should this project be pursued separate from the Cloud Cap Avenue project, we propose to be compensated for contract and specification preparation for a stand-alone project at our rates in effect when the work is performed. An estimate for the cost of anticipated additional contract and preparation work will be provided and approval gained from the County prior to initiating said work.

Final Bid Document Development – Once the design, specifications, and contract documents have been prepared, the plan drawings shall be finalized to correspond. The documents are then printed, assembled, and made ready for dissemination to bidders. Again, it is understood that this project for construction purposes will be combined with the Cloud Cap Avenue project, therefore, our contract budget for this item has been adjusted down to cover only anticipated additional work. Should this project be pursued separate from the Cloud Cap Avenue project, we propose to be compensated for final bid document development for a stand-alone project at our rates in effect when the work is performed. An estimate for the cost of anticipated additional final bid document development work will be provided and approval gained from the County prior to initiating said work.

Final Cost Estimate – This estimate will be prepared based upon the bid set documents for the County to use for budgeting and in comparing bids from Contractors.

Storm Water Management Plan (SWMP) – We plan to prepare a SWMP and can apply for the permit in the name of the County, to be transferred to the Contractor during construction, or have it ready for the Contractor to submit for the permit.

Project Meetings and Correspondence – Meetings, public hearings, and presentations will be attended as requested.

The **CONSTRUCTION ENGINEERING SERVICE** items necessary to acquire a contractor and complete the construction of the subject project are as follows:

Bid Process – Once plans and the final estimate have been approved by the County, the bid process shall be initiated. The project will be advertised in the local newspaper legal notices and in free plan rooms. The Invitation to Bid will also be faxed or e-mailed to Contractors which have had an interest in road projects in the past. A project walkthrough will be attended, questions answered, addendums issued, bid opening hosted, bid abstract prepared, and a recommendation on Contractor selection provided. Again, it is understood that this project for construction purposes will be combined with the Cloud Cap Avenue project, therefore, our contract budget for this item has been adjusted down to cover only anticipated

additional work. Should this project be pursued separate from the Cloud Cap Avenue project, we propose to be compensated for the bid process for a stand-alone project at our rates in effect when the work is performed. An estimate for the cost of anticipated additional bid process work will be provided and approval gained from the County prior to initiating said work.

Offset Staking – We plan to provide double offset staking (one on each side of the road or two on one side) on a 50 foot interval throughout the project. This helps facilitate plan tie-in, daily grade chasing by the Contractor, redtop staking, blue top staking, asphalt string-line, and pavement marking.

Red Top Staking – We plan to provide red top hubs to establish sub-grade elevations for the centerline and shoulder(s) on a 50 foot interval throughout the project.

Blue Top Staking – We plan to provide blue top hubs to establish top of gravel elevations for the centerline and shoulder(s) on a 50 foot interval throughout the project.

Miscellaneous Layout and Calculations – It is required to calculate the various project layout to transition the final plan from paper to the ground. Miscellaneous layout we plan to provide includes drainage structures; driveway and road returns; sign placement; asphalt centerline; and replacement of disturbed or destroyed layout that is unavoidable.

Materials Testing – Will be performed by our geotechnical subcontractor, Trautner Geotech, for testing of subgrade, aggregate, concrete, and asphalt materials to be incorporated into the project. We will also consult with them concerning general road construction or problem areas where significant sub-grade stabilization may be warranted. This item budget has been established based upon the project being approached as a reconstruction project, with potential review of subgrade, base course, and surfacing materials.

Construction Review – For the subject project we have budgeted 2.5 hours per week-day for a 60 calendar day construction period extension to the Cloud Cap Avenue planned project duration of 90 calendar days for review, meetings with the County, etc. The construction review shall consist of visual observations of materials, equipment, and construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and the design intent. Full time construction review can be provided if desired by the County. No cost associated with full time review has been included as part of this proposal. Should this project be pursued as a stand-alone project requiring more time, or should the need arise for full time construction review, we propose to be compensated for services provided at our rates in effect when the work is performed. An estimate for the cost of anticipated additional or full time review work will be provided and approval gained from the County prior to initiating said work.

Contract Administration – For this we anticipate that the County will pay once per month to the Contractor at most, and have budgeted 8 hours per pay period for 4 pay periods for pay requests, change orders, and other contractual documents. Should this project be pursued as a stand-alone project requiring more time, and thus pay periods, we propose to be compensated for services provided at our rates in effect when the work is performed. An

estimate for the cost of anticipated additional contract administration work will be provided and approval gained from the County prior to initiating said work.

As-Built Documents and Project Closeout – On completion of the project, we will advertise for final project closeout in the Pagosa Sun legal notices, provide letters of certification, and prepare As-Built drawings to document any field changes made.

Project Contract Amount

Base Contract - A breakdown of the cost budgeted for the items of work identified above for Lake Forest Circle is contained in the tables below:

<i>PRELIMINARY ENGINEERING SERVICES</i>	
Service Item	Contract Budget
Geotechnical Investigation	4,500.00
Site Survey/Mapping	8,000.00
Prelim. Rd. Analyses & Cost Est.	1,000.00
Total Prelim. Engineering	\$ 13,500.00
<i>DESIGN ENGINEERING SERVICES</i>	
Service Item	Contract Budget
Road Design	7,500.00
Contract/Specifications	1,000.00
Final Bid Documents	1,000.00
Final Cost Estimate	500.00
SWMP	2,750.00
Meetings/Correspondence	750.00
Total Design Engineering	\$ 13,500.00
<i>CONSTRUCTION ENGINEERING SERVICES</i>	
Service Item	Contract Budget
Bid Process	1,000.00
Offset Staking	3,500.00
Red Top Staking	3,500.00
Blue Top Staking	3,500.00
Calcs./Misc.Layout/Replacement	2,500.00
Materials Testing	15,500.00
Construction Review	13,500.00
Contract Administration	4,000.00
As-Built/Closeout	500.00
Total Const. Engineering	\$ 47,500.00

Therefore, the total lump sum contract amount to provide the listed and described preliminary, design, and construction engineering services for the reconstruction of approximately 0.53 miles of roadway, being the portion of Lake Forest Circle from the east side of the Vista Boulevard intersection to the north side of the Martinez Place intersection is

Seventy Four Thousand Five Hundred dollars and Zero cents (\$74,500.00). As previously discussed, this amount could be reduced by \$3,000 if the County can get utility locates performed for free for design purposes (discussed under the Site Survey and Mapping item). Also, this contract amount assumes that the Lake Forest Circle project will be combined with the Cloud Cap Avenue project for construction purposes.

Payment Schedule - It is proposed that payment for services provided would be based on the following: 40% of contract amount due upon approval of bid documents; additional 25% of contract amount due when halfway through the construction period; additional 25% of contract amount due once construction is completed; and final 10% of contract amount due upon project closeout and acceptance of project by County. Payment at each stage is expected within 30 days. Cancellation of this agreement presupposes payment for work already completed. During the entire contract period, DES will maintain, at our expense, such insurance in the amounts of \$500,000 as will protect the County and DES from claims under the Workmen's Compensation Act and from all claims for bodily injury, death, or property damage which may arise from the negligent performance by DES or its employees or DES functions and services required as part of this project.

Please note that should any major design modification be required due to no fault of the engineer, such as County ordered modification to scope of services, all additional work required will be compensated for at the rates in effect at the time the work is performed.

Project Schedule

As it is proposed to begin site surveying immediately (provided we can obtain elevations on the adjacent concrete gutters), and it is expected that design engineering services could be completed in 2 to 3 months after the surveying has been initiated. Following approval of the plans and authorization to proceed, the bid process will be initiated and construction performed as expeditiously as weather and site conditions allow.

Insurance

A copy of current insurance certificates for Workers Compensation, Business Liability, and Professional Liability are included in Appendix B of this document.

Appendix A

DES Rate Schedule as of January 4, 2016



Engineering Hourly Rates

Engineer, Principal	\$124.00 - \$138.00
Engineering Project Manager/Eng. Tech. Level 6	\$112.00
Design Engineer/Engineering Tech. Level 5	\$102.00

Surveying Hourly Rates

Surveyor, Principal	\$98.00
Surveyor/Surveying Tech. Level 4	\$92.00

Technician and Other Hourly Rates

GPS Engineering & Surveying Layout/Survey \$8.00 above regular individual rates

Engineering Tech. Level 5	\$102.00
Engineering/Surveying Tech. Level 1, 2, 3 & 4	\$62.00, \$72.00, \$82.00 & \$92.00
Construction Inspection	\$92.00
Field Assistant	\$62.00
Drafting Technician, Manual	\$62.00
General Office/Secretarial	\$56.00
Research	\$56.00

Lodging, Meal and Transportation Charges

Vehicle (per mile)	\$ 0.70
ATV /Snowmobile (per day)	\$50.00
Other Transportation	At Cost
Meals (each)	\$10.00
Lodging	At Cost

Printing Charges

Startup charge (no research)	\$ 3.00
Startup charge (with research)	\$ 5.00
Paper Prints (per square foot)	\$ 0.50
Film Prints (per square foot)	\$ 4.20

Miscellaneous Charges

GPS Equipment (per hour)	\$44.00
Computer Plotter generated maps (each film copy)	\$25.00
Computer Plotter generated maps (each black & white paper copy)	\$10.00
Computer Plotter generated maps (each color paper copy)	\$15.00
Subcontracted Professional Services	Cost + 5%
Other Out of Pocket Expenses	At Cost

The above rates are effective January 4, 2016

Appendix B

Insurance Certificates

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
01/21/2016PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE****NAIC#**INSURED
Davis Engineering Service Inc
1314 11th St
Alamosa, CO 81101

INSURER A: Pinnacol Assurance

41190

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADDL INSHD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	504892	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L EACH ACCIDENT \$1,000,000 E.L DISEASE - EA EMPLOYEE \$1,000,000 E.L DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER1672032
ARCHULETA COUNTY
P.O. BOX 1507
PAGOSA SPRINGS, CO 81147**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO NOTIFY 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVECindy Ward
Underwriter

ACORD CORPORATION 1988

ACORD 25(2001/08)

CERTIFICATE HOLDER COPY

ARCHULETA COUNTY
P.O. BOX 1507
PAGOSA SPRINGS, CO 81147

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2016

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

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

PRODUCER Jay Meyer Insurance Agency, Inc. StateFarm 410 Ross Ave. Alamosa, CO 81101	CONTACT NAME: Jay Meyer PHONE (A/C, No., Ext.): 719.589.2258 FAX (A/C, No.): 719.589.3525 E-MAIL ADDRESS: jay.meyer.18mh@statefarm.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>26178</td> </tr> <tr> <td>INSURER B:</td> <td>State Farm Fire and Casualty Company</td> <td>26143</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Mutual Automobile Insurance Company	26178	INSURER B:	State Farm Fire and Casualty Company	26143	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Davis Engineering Service, Inc. P.O. Box 1840 Alamosa, CO 81101																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			96-B9-G014-7	01/01/2016	01/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			F60 1890-A11-060-9ZZ	01/11/2016	01/11/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Archuleta County P.O. Box 1507 Pagosa Springs, CO 81147	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>W. Andrew Stewart</i> for <i>Jay Meyer</i>
--	--



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SK1

DATE (MM/DD/YYYY)

01/21/2016

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

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

PRODUCER Front Range Insurance Group 1100 Haxton Drive Suite 100 Fort Collins, CO 80526 David A. Wooldridge LUTCFAAI	Phone: 970-223-1804 Fax:	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DAVIS-6	FAX (A/C, No):																				
	INSURED Davis Engineering Service, Inc 1314 11th Street Alamosa, CO 81101		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Beazley Insurance Company, Inc</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Beazley Insurance Company, Inc		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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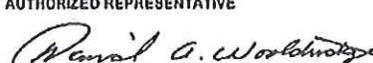
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y/N N/A WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liab			V13E99150301	07/03/2016	07/03/2016	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

ARCHU-2 Archuleta County P. O. Box 1507 Pagosa Springs, CO 81147	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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January 22, 2016

Mr. Ken Feyen, Public Works Director
Archuleta County
P.O. Box 1507
Pagosa Springs, CO 81147

Re: Lake Forest Circle Proposal

Dear Ken:

Davis Engineering Service, Inc. (DES) is pleased to provide a proposal to Archuleta County (County) for the *Reconstruction of a Portion of Lake Forest Circle* project. These proposals are being delivered in digital format via e-mail. It is understood that the County desires to combine this project with the Cloud Cap Avenue project for purposes of construction in order to develop economy of scale and hopefully interest from more contractors. As such, we have catered our contract price for this combining of the construction projects, which will minimize some duplication of effort in developing the contract, specifications, and going through the bid process. We should be able to gather the site survey data immediately provided we can obtain elevations on the adjacent concrete gutters (no ice). As long as we can perform the surveying fairly soon, we don't anticipate a problem in getting the overall project (Lake Forest Circle and Cloud Cap Avenue) ready for a bid opening so that the project could be started by late spring or early summer. We plan to work on this project in an efficient manner as expeditiously as conditions and our current schedule allow. Trautner Geotech is also very busy, but they indicated that they would "squeeze us in" provided that we can authorize them to proceed in short order.

DES has successfully worked with the County on numerous projects in the past. As always, we take pride in working on local projects and achieving quality products for our community. The subject road is rapidly deteriorating, having become much worse over the past couple of years, and we hope that we can assist the County in making improvements. Please call with any questions, or if any additional information is required.

Sincerely,

Michael M. Davis

ATTACHMENT B GENERAL TERMS AND CONDITIONS

Article 1 General

- 1.1 Contract:** The ENGINEERS Proposal, submitted documents, and any negotiations, when properly accepted by Archuleta County, shall constitute a contract equally binding between the County and ENGINEER. No different or additional terms shall become a part of this Contract with the exception of an Amendment.
- 1.2 Offer/Acceptance of Proposal Terms:** If the ENGINEERS proposal is accepted, then a purchase order will be issued by the County to the ENGINEER. This purchase order is an ACCEPTANCE of the ENGINEERS OFFER TO SELL in accordance with the terms and conditions of the proposal. If no proposal is referenced, the purchase order is an OFFER TO BUY, subject to the ENGINEERS acceptance, which must be demonstrated by either your performance of the purchase order or by a formal acknowledgement in writing. Any COUNTER-OFFER TO BUY is automatically construed as a CANCELLATION of the purchase order unless a change order is issued accepting a counter-offer. In the event ENGINEER's form(s), or part(s) of forms are included in, or as an attachment to, any bid, proposal, offer, acknowledgement, or otherwise, ENGINEER agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the ENGINEER's form(s) regardless of any statement to the contrary in the ENGINEER's form(s). Unless the County purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on ENGINEER forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.
- 1.3 Amendment/Changes:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the proposal, submitted documents and written amendments properly accepted, which constitute the contract. Nothing in the contract may be added to, modified, superseded or otherwise altered except in writing and signed by an authorized representative of the County and acknowledged by the ENGINEER. Each shipment received or service performed shall be only upon the terms contained in the contract, notwithstanding any terms that may be contained in any invoice or other act of the ENGINEER other than acknowledgement of a written change order to the purchase order. The ENGINEER agrees to furnish the products and/or services in strict accordance with the specifications and at the price set forth for each item.
- 1.4 Assignment:** The ENGINEER shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the County.
- 1.5 County's Project Manager:** The Project Manager, on behalf of the County, shall render decisions in a timely manner pertaining to the work proposed or performed by the ENGINEER. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Work.

For this request, the County Project Manager is: **Archuleta County Director of Public Works.**

- 1.6 Independent Contractor:** The ENGINEER shall be legally considered an Independent Contractor and neither the ENGINEER nor its employees shall, under any circumstances, be considered servants or agents of Archuleta County. The County shall be at no time legally responsible for any negligence or other wrongdoing by the ENGINEER, its servants, or agents. The County shall not withhold from the contract payments to the ENGINEER any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the ENGINEER. Further, the County shall not provide to the ENGINEER any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 1.7 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of Archuleta County.
- 1.8 Venue:** Any agreement as a result of responding to this proposal shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the State of Colorado, and any action brought to enforce any provisions shall be maintained 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.

Article 2 Interpretation

- 2.1 Failure to Enforce:** Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.

Article 3 Confidentiality

- 3.1 Confidentiality:** All information disclosed by the County to the ENGINEER for the purpose of the work to be done or information that comes to the attention of the ENGINEER during the course of performing such work is to be kept strictly confidential.

Article 4 Information

4.1 Basic Qualifications: In order to do business with the County, a ENGINEER must be able to demonstrate that it has:

- The appropriate financial, insurance, material, licensing, certifications, equipment, facility and personnel resources, experience and expertise, or the ability to obtain them, necessary to indicate the capability to meet all contractual requirements;
- A satisfactory record of performance and integrity;
- No unresolved negative issues with the Better Business Bureau;
- The legal capacity to contract with the County;
- Has already supplied, or upon request does supply, all necessary information needed to establish the above qualifications.

The County reserves the right to inspect the plant, place of business or worksite of the ENGINEER. The ENGINEER will supply an IRS W-9 (Taxpayer Identification Number and Certification) with their proposal. The unreasonable failure of an ENGINEER to promptly supply information in connection with an inquiry regarding basic qualifications may be grounds for a determination of non-responsibility. If an ENGINEER who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the County and the non-responsible ENGINEER will be ineligible for the award.

Article 5 Liability

5.1 Force Majeure: The ENGINEER shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the ENGINEER, unless otherwise specified in the contract.

5.2 Indemnification: ENGINEER shall defend, indemnify and save harmless Archuleta County, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the ENGINEER, or of any ENGINEER's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. ENGINEER shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages.

Article 6 Government Requirements

6.1 Conflict of Interest: No public official and/or County employee shall have interest in any contract resulting from this proposal.

6.2 Ethics: The ENGINEER shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.

6.3 Illegal Aliens: The ENGINEER certifies that the ENGINEER shall comply with the provisions of CRS 8-17.5-101, et seq. The ENGINEER shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this contract. The ENGINEER represents, warrants and agrees that it (i) has verified that it does not employ any illegal aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-102(b)(I), The ENGINEER shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the ENGINEER fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the County may terminate this contract for breach of contract, and the ENGINEER shall be liable for actual and consequential damages to the County. If the ENGINEER obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the ENGINEER shall: Notify the subcontractor and the County within three (3) days that the ENGINEER has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6.4 Employment Discrimination: During the performance of any services per agreement with the County, the ENGINEER, by submitting a Proposal, agrees to the following conditions:

- The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the ENGINEER. The ENGINEER agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that such ENGINEER is an Equal Opportunity Employer.

- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6.5 Campaign and Political Finance: Sole Source: Colorado Constitution, Article XXVIII, Sections 2,13,15,16 and 17. The purchase described in this contract may be subject to the provisions of the aforementioned constitutional article and the following:

- This provision applies only to sole source government contracts and does not apply to any contract which used a public and competitive bidding process in which the County solicited at least three bids prior to awarding the contract, such as solicitations made through an electronic solicitation notification system. ENGINEER certifies, warrants, and agrees that it has complied and will comply with Colorado Constitution Article XXVIII, including but not necessarily limited to the following prohibitions and obligations:
- If during the term of the contract, contractor holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000 in a calendar year, then for the duration of this contract and for two years after, contractor will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of contractor or contractors immediate family member(s) for the benefit of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions; and
- ENGINEER represents that contractor has not previously made or caused to be made, and will not in the future make or cause to be made, any contribution intended to promote or influence the result of a ballot issue election related to the subject matter of this contract; and
- ENGINEER will satisfy contractors obligations to promptly report to the Colorado Department of Personnel & Administration information included in the Government Contract Summary and the Contract Holder Information, regarding this contract and any other sole source government contracts to which contractor is a party; and
- ENGINEER understands that any breach of this section or of ENGINEERs responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies; and
- A ENGINEER that intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and
- By performing pursuant to the contract, ENGINEER hereby affirms it is qualified and eligible under such provisions to enter into this contract.

**Article 7
Termination**

7.1 Contract Termination: The County may terminate the performance of Work under the Contract Documents without cause and in the County's sole and absolute discretion. Such termination may be in whole, or from time to time in part. Any such termination shall be effected by delivery of a written Notice of Termination to the ENGINEER, specifying the extent to which performance of Work under the Contract is terminated and the date upon which termination becomes effective.

7.2 Termination for Cause: If ENGINEER fails to timely deliver the product(s) or to perform any of the service(s) contained in this Contract at the time specified herein or otherwise defaults in the performance of any of its obligations hereunder and the default continues for ten (10) calendar days, or if ENGINEER becomes insolvent, a trustee or receiver of ENGINEERs business or assets is appointed, ENGINEER makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against ENGINEER, then in any such event, the County, at its sole and ultimate discretion, may cancel this Contract in whole or in part and any other agreement, order, confirmation, or terms of sale between the parties, by written notice to ENGINEER. The County shall have no liability or obligation whatsoever to ENGINEER by reason of or resulting from such cancellation. In addition to any other remedies available, the County may purchase similar product(s) or service(s) elsewhere in such manner as the County may deem appropriate. ENGINEER is liable to the County for any excess costs in procuring and purchasing the similar product(s) and/or service(s), plus any and all incidental and or consequential damages.

**Article 8
Performance**

8.1 Compliance with Laws: Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

8.2 Failure to Deliver: In the event of failure of the ENGINEER to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the ENGINEER responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.

8.3 Inspection and Acceptance: Final acceptance is dependent upon completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements the County may exercise all of its rights, including those provided in the Uniform Commercial Code. In the case of services, the County reserves the right to inspect services provided under this contract at all

reasonable times and places. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to the contract requirements, the County may require the ENGINEER to perform the services again in conformity with the contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the County may (1) require the ENGINEER to take necessary action to ensure that the future performance conforms to the contract requirements and (2) equitably reduce the payment due the ENGINEER to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the County in the termination provisions of the contract, or other remedies available at law.

RESOLUTION 2016 - _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ARCHULETA COUNTY, COLORADO, TO ALLOW THE INCREASE
OF ACTIVE VOTERS IN ELECTION PRECINCTS 6, 7 AND 8**

WHEREAS, the County has the authority pursuant to C.R.S. §1-5-101(3) to establish one precinct for every one thousand five hundred active eligible electors. However, the Clerk and Recorder, subject to approval by the Board of County Commissioners, may establish one precinct for every two thousand active eligible electors; and

WHEREAS, the Board of County Commissioners of Archuleta County, Colorado, feels it advisable due to the population growth, to establish one precinct for every two thousand voters for election precincts 6, 7 and 8; and

WHEREAS, the Board of County Commissioners of Archuleta County, Colorado, feels it is advisable and desirable to set up a committee to study and determine changes to precinct boundary lines contained in the County due to population increases and changes; and

WHEREAS, pursuant to C.R.S. 1-5-103 et seq. the deadline to make changes to precinct boundary lines in a partisan election year has passed. This committee will be established by the Clerk & Recorder in January of 2017.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. Pursuant to the constraints of C.R.S. §1-5-101(3), the Board of County Commissioners of Archuleta County, Colorado, hereby establish the population for election precincts 6, 7 and 8 as two thousand (2,000) active eligible elector.
2. The Board of County Commissioners hereby directs the Clerk and Recorder to set up a committee to study changes in precinct population and recommend changes. The committee shall make recommendations to the Board no later than May 1, 2017.

APPROVED AND ADOPTED this 2nd day February, 2016 in Pagosa Springs, Archuleta County, Colorado.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ARCHULETA COUNTY

June Madrid, Clerk & Recorder

Michael Whiting, Chairman

RESOLUTION 2016-

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF ARCHULETA COUNTY, COLORADO
APPROVING AND DESIGNATING INSTITUTIONS THE COUNTY
TREASURER MAY BANK AND INVEST COUNTY FUNDS**

WHEREAS, C.R.S. §30-10-707 provides that the County Treasurer is to receive all moneys belonging to the County, from whatsoever source they may be derived, and all other moneys which are by law directed to be paid to the Treasurer. All money received by the Treasurer for the use of the County shall be paid out by the Treasurer only on the orders of the Board of County Commissioners, according to law, except where special provision for the payment thereof is otherwise made by law; and

WHEREAS, C.R.S. §30-10-708 provides that the County Treasurer shall deposit all the funds and moneys that come into the Treasurer's possession by virtue of the Treasurer's office in one or more state banks, national banks having their principal offices in this state or, in compliance with Article 47 of Title 11, C.R.S., savings and loan associations having their principal offices in this state, and may invest all or part of the funds and moneys in securities through investment firms meeting the investment requirements established in part 6 of article 75 of title 24, C.R.S. which have theretofore been approved and designated by written resolution of the Board of County Commissioners; and

WHEREAS, the Archuleta County Treasurer has represented to the Board of County Commissioners that she has investigated Peaks Public Investment Advisors and Southwest Securities and that each of the three entities satisfy the requirements of C.R.S. §30-10-708, C.R.S. §11-47-101 et. seq. and the investment requirements established in part 6 of article 75 of title 24, C.R.S.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF
ARCHULETA COUNTY, COLORADO,**

1. The following banks and savings and loan associations are hereby approved and designated by the Board of County Commissioners as institutions in which the County Treasurer may deposit County funds:

Bank of Colorado
Bank of the San Juans, Division of Glacier Bank
Citizens Bank of Pagosa Springs
First Southwest Bank
Rio Grande Savings & Loan
Wells Fargo Bank, NA

2. The following investment firms are hereby approved and designated by the Board of County Commissioners as institutions in which the County Treasurer may deposit County funds:

Peaks Investment Management
Hilltop Securities, Inc.

3. The County Treasurer is authorized to participate in the Colorado Local Government Liquid Asset Trust (COLOTRUST) and Colorado Surplus Asset Fund Trust (CSAFE), statutory trusts formed under the laws of the State of Colorado in accordance with the provisions of Parts 6 and 7, Article 24 and Articles 10.5 and 47 of title 11 of the Colorado Revised Statutes regarding the investing, pooling for investment, and protection of public funds.
4. All previous designations and investment firms at which deposits or instruments shall be held by the County Treasurer are hereby superseded by the designation contained in this resolution.
5. This resolution shall become effective immediately upon adoption and shall continue in effect until amended or rescinded by the Board of County Commissioners.

DONE THIS 2nd DAY OF FEBRUARY, 2016.

Michael Whiting, Chair

ATTEST:

County Clerk June Madrid