SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES
Wednesday, February 5, 2020
333 W Colorado Ave. 2nd Floor
Telluride Colorado

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

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

1. CALL TO ORDER.
   9:30 a.m.

2. REVIEW OF AGENDA
   Item 4.e. pulled to have a further discussion.
   Item 5.h. and 6.b. continued to the board meeting on 2/19/2020.
   Item 8.a. was pulled from the agenda.

3. CALENDAR REVIEW

4. CONSENT AGENDA
   a. Approval of Chair's signature as the Board of Commissioners and as San Miguel County
      Housing Authority on Amended and Restated Deed Restriction and Covenant Adriana
      Santa Ana, Unit 314-13, Elk Meadows, PUD.
   b. Approval of Chair's Signature on an Impact Assistance Grant Application (PILT) with
      Colorado Parks and Wildlife for the tax year 2019 in the amount of $13,588.76.
   e. Approval of Chair's signature on the 2020 Rec Ranger Agreement
      Modification. Note: Item continued for further discussion.

   MOTION by Lance Waring to approve the consent agenda with item 4.e. continued for
   further discussion. SECONDED by Kris Holstrom. PASSED 3-0.

5. ADMINISTRATIVE MATTERS
   a. Consideration of the Board of County Commissioners acting as the Board of
      Equalization on a request by the Assessor to deny Petition #2019-064 for Abatement or
      Refund of Taxes, for the year 2017.

   Present: Peggy Kanter, County Assessor; Joe Solomon, Attorney representing the Petitioner

   MOTION by Kris Holstrom motion to deny petition #2019-064 abatement. SECONDED by Lance
   Waring. PASSED 3-0. (ATTACHMENT - I)
   b. Approval of Chair's signature on the 2020 Banking and Investments Resolution.

   MOTION by Lance Waring to approve the 2020 Banking and Investments Resolution.
   SECONDED by Kris Holstrom. PASSED 3-0. (ATTACHMENT II – Resolution 2020-005)
   c. Approval of Chair's signature on a 2020 Cancellation Resolution for Uncollectible
      Possession Interest Tax.

   MOTION by Lance Waring to approve the 2020 cancellation resolution for uncollectible
   Possession Interest tax. SECONDED by Kris Holstrom. PASSED 3-0. (ATTACHMENT III –
   Resolution 2020-006)
   d. Approval of Chair's signature on a 2020 Cancellation Resolution for Uncollectible Taxes.

   Present: Jan Stout, County Treasurer

   MOTION by Kris Holstrom 2020 cancellation resolution for uncollectible taxes. SECONDED by
   Lance Waring. PASSED 3-0. (ATTACHMENT IV—Resolution 2020-007)
10:25 am Recessed.
10:30 am Reconvened.

   e. Presentation of the Annual report of the Wilkinson Public Library.

Present: Sarah Landeryou, Wilkinson Public Library Director; Jennifer Hubbard, Wilkinson Public Library Board President

   f. Approval of Chair’s signature on a resolution of the board of county commissioners of San Miguel County, Colorado, authorizing the chair of the board to transfer forty percent ownership of the condo unit #601 Eider Creek Condominiums, known as 35 Pilot Knob Lane #601, Telluride Colorado, to Grace Franklin.

Present: Mike Bordogna, County Manager

MOTION by Lance Waring to approve the resolution for chair’s signature with the addition of Attachment A presented for final acceptance at the meeting scheduled on February 19, 2020. SECONDED by Kris Holstrom. PASSED 3-0. (ATTACHMENT V – Resolution 2020-008)

   g. Consideration of Chair’s signature on a Quitclaim deed transferring 40% interest to the Condominium Unit 601, Building F, Eider Creek Condominiums.

Present: Mike Bordogna, County Manager

MOTION by Kris Holstrom to approve the chair’s signature as presented. SECONDED by Lance Waring. PASSED 3-0.

   h. Consideration of Chair’s signature on a comment letter regarding the Paradox Salinity Control.

Note: Continued to the meeting scheduled on February 19, 2020.

4. CONSENT AGENDA – Continued.
   e. Approval of Chair’s signature on the 2020 Rec Ranger Agreement

Note: Item continued to the meeting scheduled on February 19, 2020 for the final contract and attached work plan.

7. PUBLIC HEALTH AND ENVIRONMENT
   (Board of Commissioners sitting as the San Miguel County Board of Public Health and Environment)
   a. Approval of Chair’s signature on an application to the Family Planning Program through the Colorado Department of Public Health and Environment.

Present: Mike Bordogna, County Manager

MOTION by Kris Holstrom to authorize the submission on the Family Planning application. SECONDED by Lance Waring. PASSED 3-0.

Note: Acceptance of the application will be placed on the board meeting scheduled February 19, 2020.

8. UPDATE WITH THE COUNTY MANAGER
   a. Discussion regarding the Lodging Tax Fee,
   b. Discussion regarding the 2020 NACO Legislative Priorities.

Note: It was agreed upon with the board to support the 2020 NACO Legislative Priorities as follows:

1. Pitt
2. Mental Health
3. Broadband
4. Community Resilience

Mike Bordogna will fill out the priorities as follows and provide copies to the board.
c. Other, as needed.
   1. State Land Board Parcels
   2. Case
   3. Human Resources Dept. Head Vacancy
   4. Public Health Admin.

Present: Mike Bordogna, County Manager

6. GOVERNMENT AFFAIRS/NATURAL RESOURCES
   a. Approval of Chair’s signature on a letter to the State Land Board Regarding Wilson Mesa Parcel.

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

MOTION by Lance Waring to approve the Chair’s signature with a review of slight adjustment to the wording by Hilary Cooper. SECONDED by Kris Holstrom. PASSED 3-0.

b. Approval of the Department of Energy Slickrock Burro Mines Complex Follow-up Letter.

Note: Item continued to the next meeting on February 19, 2020.

c. Other, as needed.
   1. Upcoming deadlines

9. COMMISSIONER UPDATES AND PUBLIC DISCUSSION
   a. Lance Waring - EcoAction Partners Meeting, Emergency Management Meeting with the Town of Ophir, CC4CA
   b. Kris Holstrom -
   c. Hilary Cooper - Rollbacks on Nepa, CC4CA, Medical Advocacy, Tri-County Health, SBEADMR, Carbon Footprint Offset, Gunnison Sage Grouse Working Group, Center for Mental Health

Public Comment:
Vivian from True North, Spoke of Tom Hale Scholarship ($500 scholarship), and if there was any interest in continuing that scholarship. Update on the job fair.

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

c. ADJOURNMENT.
12:18 p.m.

20200205-BOCC-Audio

Respectfully submitted,

Carmen Warfield, Chief Deputy Clerk

Approved March 10, 2020.

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Hilary Cooper, Chair

ATTEST:

Mike Bordogna, County Manager
# PETITION FOR ABATEMENT OR REFUND OF TAXES

**County:** San Miguel  
**Date Received:** (Use Assessor’s or Commissioners’ Data Stamp)

**Section I: Petitioner, please complete Section I only.**

<table>
<thead>
<tr>
<th>Date:</th>
<th>December 18, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month</td>
<td>Day</td>
</tr>
<tr>
<td>Year</td>
<td></td>
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</tbody>
</table>

**Petitioner’s Name:**  
Vandeemere, L.P., a Texas limited partnership

**Petitioner’s Mailing Address:**  
1809 Dunstan Road  
Houston, Texas 77005

**SCHEDULE OR PARCEL NUMBER(S):**  
Parcel #10100100101

**PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY:**  
Lot 1 East Deport Giddola PUD

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**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 2017 are incorrect for the following reasons:**

Briefer 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.

Cheryl Baughman and Karen Baughman (the “Baughmans”) ultimately have the sole ownership interest in Vandeemere, L.P., a Texas limited partnership. The Baughman have been using Lot 1 in conjunction with their contiguous home.

The Baughmans have been using Lot 1 for parking.

As such Petitioner asks that Lot 1 be taxed at the improved residential rate pursuant to CRS 39-2-102(4)(a).

**Petitioner’s estimate of value:**  
$2,020,000  
**Year:** 2017

No dispute as to value. Petitioner requests the assessed value be calculated pursuant to the improved residential tax rate.

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.

By [Signature]  
Daytime Phone Number: 970-729-2333

Printed Name: Joseph A. Solomon, Esq.  
Email: josolomon@meatasse.exe

*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 statement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of §§ 39-2-123, C.R.S., within thirty days of the entry of any such decision, § 39-10-114(3), C.R.S.

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**Section II: Assessor’s Recommendation**  
(For Assessor’s Use Only)

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<thead>
<tr>
<th>Actual</th>
<th>Assessed</th>
<th>Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original</td>
<td>2,520,000</td>
<td>2,376,000</td>
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<tr>
<td>Corrected</td>
<td>2,376,000</td>
<td>2,376,000</td>
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</tbody>
</table>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no statement 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)(e). C.R.S.

**Tax year:** 2017  
**Protect:** Yes  
**No**  

If a protest was filed, please attach a copy of the NOD.

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

[Signature]  
Assessor’s Recommendation

**Attach any exhibit(s) regarding different ownerships**

[Signature]  
Petitioner’s Signature
FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

Section III:

Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Actual</th>
<th>Assessed</th>
<th>Tax</th>
</tr>
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</table>

The Commissioners of __________ County authorize the Assessor by Resolution No. __________ 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 $10,000 or less per tracts, parcels, or lots of land or per schedule of personal property, in accordance with § 39-4-1-15(2), C.R.S.

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

Note: The total tax amount does not include assessed 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 __________________________ Date __________

Assessor's or Deputy Assessor's Signature __________________________ Date __________

Section IV:

Decision of the County Commissioners

(Must be completed if Section III does not apply)

San Miguel

WHEREAS, the County Commissioners of __________ County, State of Colorado, at a duly and lawfully called regular meeting held on __________, 2020, at which meeting there were present the following members:

Hilary Cooper, Chairman
Lance Martin, Kris Holstrom

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 __________ (being present/not present) and

Petitioner: Joe Solomon Rep. (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 of Commissioners (does not agree) with the recommendation of the Assessor, and that the petition be (approved/approved in part/rejected) with an abatement/refund as follows:

2017 $730,800 $0

Year Assessed Value Taxes Abated/Refund

________________________

Carmen Warfield, County Clerk and Ex-Officio Clerk 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 __________, 2020.

________________________

Carmen Warfield, County Clerk, County Clerk

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):

________________________

Property Tax Administrator's Signature __________________________ Date __________

16-CP-LIN No. 955-6617
RESOLUTION OF THE BOARD OF COMMISSIONERS, SAN MIGUEL COUNTY, COLORADO CONCERNING THE DEPOSIT AND INVESTMENT OF COUNTY FUNDS BY THE COUNTY TREASURER

Resolution #2020-005

WHEREAS, pursuant to C.R.S. Section 30-10-708, as amended, which requires the Board of Commissioners to direct the Treasurer of San Miguel County in the deposit and investment of county funds;

WHEREAS, pursuant to C.R.S. Section 11-10.5-101 and Section 11-47-101, which provide for the deposit of public funds in State and National Banks and Savings and Loan Associations which qualify under the provisions of both of these acts;

WHEREAS, the primary objectives of the County investment program is safety, liquidity, and yield; and

WHEREAS, the deposit of County funds in local banks may benefit the County; and

WHEREAS, the County Treasurer has requested that the Board of County Commissioners grant her the flexibility to invest county funds in certain legal investments as authorized under Title 24, Article 75, Part 6, C.R.S., and the Board does hereby find and determine that it is appropriate and in the public interest to provide such investment flexibility to the Treasurer, subject to compliance with the terms and conditions set forth in this resolution and as required by applicable Colorado law.

WHEREAS, the County Treasurer has requested the Board of Commissioners grant her authority to designate certain personnel as authorized signers on the deposit accounts.

WHEREAS, the Board of Commissioners of San Miguel County, Colorado, considered this resolution at a public meeting on Feb. 5, 2020.

NOW THEREFORE BE IT RESOLVED that:

1. The San Miguel County Treasurer is hereby authorized to deposit County Funds in the following local banks in compliance with the requirements of applicable Colorado statutes:

   a. Alpine Bank - Telluride
   b. American National Bank - Telluride
   c. US Bank – Bank of Telluride
   d. Wells Fargo Bank - Mountain Village
   e. Community Banks of Colorado – Telluride
   f. Dolores State Bank - Telluride
2. The County's investment program shall be in compliance with the Treasurer's investment Policy for San Miguel County which is incorporated by reference in this resolution. Any material exceptions to the investment policy shall be reported to the Board of Commissioners expeditiously.

3. The Treasurer is authorized to invest in only the following securities:
   a. Money market accounts and certificates of deposits issued by banks located in the County and collateralized under Colorado statutes.
   b. Money market accounts and certificates of deposit issued by banks located outside the County, but with branches in the State of Colorado and collateralized under Colorado statutes.
   c. Certificates of Deposit Account Registry (CDARS) as allowed under C.R.S. 24-75-603(4) and insured by F.D.I.C.
   d. Negotiable Certificates of Deposit authorized under C.R.S. Section 24-75.601.1 per opinion provided by the Colorado Division of Securities with principal and interest payments under the FDIC insurance limit of $250,000.
   e. State investment pools authorized under the provisions of C.R.S. 24-75-701.
   f. Money market funds authorized under the provisions of C.R.S. 24-75-601.
   g. Prime commercial paper.
   h. Direct obligations of the United States Government.
   i. Obligations of the United States Government sponsored corporations and agencies.
   j. Master Repurchase Agreement Automatic Investment Sweep Accounts collateralized by securities that comply with the Colorado Public Deposit Protection Act, Title 11, Article 10.5, Part 1, C.R.S., and that qualify as legal investments for public entities under Title 24, Article 75, Part 6, C.R.S. (sections 24-75-601(1)(a)(b)(j), C.R.S.)

4. The San Miguel County Treasurer is hereby authorized to invest in securities as itemized above in compliance with the requirements through the following Broker/Dealers:
   a. Sigma Financial Corporation through Peaks Investment Brokers, Denver
b. Pershing, Inc. through Multi-Bank Securities, Inc. utilizing their investment tool e-Connect Direct endorsed by CCI and NACO

5. The maximum maturity of any security purchased by the Treasurer shall not exceed two years.

6. The Treasurer may sell securities held by the County to meet, as necessary, the primary objectives of the County investment program.

7. The County Treasurer is granted the authority to designate authorized personnel as signatories on the deposit accounts.

8. All previous resolutions concerning the deposit and investment of County funds are rescinded upon approval of this resolution.

APPROVED by the Board of Commissioners of San Miguel County, Colorado at a public meeting in Telluride, Colorado, on Feb. 5, 2020.

SAN MIGUEL COUNTY, COLORADO
BOARD OF COMMISSIONERS
By: __________________________
     Hilary Cooper, Chair

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

ATTEST:

______________________________
Carmen Warfield
Chief Deputy Clerk
SAN MIGUEL COUNTY TREASURER
INVESTMENT POLICY

I. PURPOSE AND SCOPE: the purpose of this investment policy is to establish guidelines for the purchase and sale of investments for the San Miguel County Treasurer. This policy applies to all funds that are designated as investment funds in the San Miguel County Treasurer’s Office.

II. INVESTMENT OBJECTIVES: funds shall be invested to accomplish the following objectives in the following priority:

1. SAFETY: to insure the safety of all County funds. Investments shall be made so as to minimize the potential for losses arising from changes in market value or default.

2. LIQUIDITY: to insure that adequate funds are available to pay the County’s financial obligations as they become due.

3. YIELD: to earn a market-average rate of return consistent with the safety and liquidity objectives.

III. ELIGIBLE INVESTMENTS AND DEPOSITORIES

1. Time certificates of deposit and interest-bearing accounts, fully insured or collateralized, at commercial banks located in Colorado which are designated as an eligible public depository by the banking board pursuant to the provisions of C.R.S. 11-10.5-106 as amended. Depositories shall be approved and designated by Resolution of the Board of County Commissioners in compliance with C.R.S. 30-10-708 (1);

2. Certificate of Deposit Account Registry (CDARS) as allowed under C.R.S. 24-75-603(4) and are insured by F.D.I.C.;

3. State investment pools authorized under the provisions of C.R.S. 24-75-701;

4. Money market funds authorized under the provisions of C.R.S. 24-75-601;

5. Prime commercial paper;

6. Direct obligations of the United States Government;

7. Obligations of the United States Government sponsored corporations and agencies;

8. Master Repurchase Agreement Automatic Investment Sweep Accounts collateralized by securities that comply with the Colorado Public Deposit protection Act, Title 11, Article 10.5, Part 1, C.R.S., and that qualify as legal investments for public entities under Title 24, Article 75, part 6, C.R.S. (Sections 24-75-601 (1)(a)(b)(j), C.R.S.);

9. Negotiable Certificates of Deposit authorized under C.R.S. Section 24-75.601.1 per opinion provided by the Colorado Division of Securities with principal and interest payments under the FDIC insurance limit of $250,000.
10. The maximum maturity of any security purchased by the Treasurer shall not exceed two years;

11. The Treasurer may sell securities held by the County to meet, as necessary, the primary objectives of the County Investment Program.

IV. ELIGIBLE SECURITIES DEALERS/BROKERS

1. Primary Dealers: securities brokers and dealers and banks which are designated as reporting dealers by the Federal Reserve Bank;

2. Securities Brokers/Dealers: which are not designated reporting dealers by the Federal Reserve Bank but are or overseen by the Securities Exchange Commission (SEC) and Federal Financial Industry Regulatory Authority (FINRA) specifically approved by the Board of County Commissioners;

3. National and State banks which have their principal offices in the State of Colorado and which the Board of County Commissioners specifically approves.

V. DIVERSIFICATION:

It is the policy of San Miguel County to diversify assets held in cash and pooled investments to minimize the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities.

VI. MATURITY:

No U.S. Treasury or Agency Obligation may be purchased for maturity of greater than two years, except an investment pool as defined in C.R.S. 24-75-701, et seq. that limits its investments to no more than 25% in securities with a maturity greater than two years, but in all cases less than five years.

VII. COMPETITIVE BIDDING – BONDS AND CD’S:

A competitive bid process shall be conducted before the Treasurer invests any funds that have been identified available for investment. A sufficient number of bids for a specific type of instrument shall be solicited to insure a competitive price or rate, Return, diversification, and security are factors in the competitive award decision. Whenever two or more bids are equal in return, diversification and risk, the Treasurer will give preference to investing with a local institution.

VIII. SAFEKEEPING:

All investments shall be made in the name of the San Miguel County Treasurer. Institutions issuing non-negotiable certificates of deposit shall keep the CD in safekeeping and send the County Treasurer a copy of the CD and a safekeeping receipt.

Marketable securities shall be deposited in a safekeeping account with an independent investment company or bank having a principal office in Colorado.
ATTACHMENT [I]

RESOLUTION OF THE BOARD OF COMMISSIONERS
OF SAN MIGUEL COUNTY, COLORADO, CANCELING CERTAIN
POSSESSORY INTEREST TAXES THAT THE SAN MIGUEL COUNTY
TREASURER HAS DETERMINED TO BE UNCOLLECTIBLE
FOR THE TAX YEARS 2017 AND 2018

Resolution #2020-_______

WHEREAS, Section 39-4-104(4), C.R.S., Tax Liens, provides that, “The property tax on a
possessory interest in real or personal property that is exempt from taxation under this
article shall be assessed to the holder of the possessory interest and collected in the same
manner as property taxes assessed to owners of real or personal property; except that such
property tax shall not become a lien against the property. When due, the property tax
shall be a debt due from the holder of the possessory interest to the board of county
commissioners for the county in which such property is located or to such other body as
is authorized by law to levy property taxes, and shall be recoverable by such board or
body by direct action in debt on behalf of each governmental entity for which a property
tax levy has been made.”; and,

WHEREAS, the San Miguel County Treasurer has determined that certain possessory
interest taxes due and owing for the 2017 and 2018 tax years, as set forth in Exhibit “A”,
a copy of which is attached hereto and incorporated herein by reference, are
uncollectible, and has requested that the Board of County Commissioners collect or
cancel such taxes, in the total amount of $56.80 and,

WHEREAS, the Board of County Commissioners, having reviewed the County
Treasurer’s request, does hereby find and determine that the property taxes for the 2017
and 2018 tax year specifically described in Exhibit “A”, are uncollectible by the
Treasurer and should therefore be cancelled pursuant to statute.

NOW, THEREFORE, BE IT RESOLVED BY THE SAN MIGUEL COUNTY
BOARD OF COMMISSIONERS AS FOLLOWS:

1. The possessory interest taxes described in Exhibit “A” having been
determined to be uncollectible are hereby cancelled in accordance with
Section 39-10-114(2)(a), C.R.S.

2. Pursuant to the applicable statutes, the San Miguel County Treasurer is hereby
directed to amend the relevant provisions of the San Miguel County
possessory interest tax list and warrant for the 2017 and 2018 tax years to
indicate that the possessory interest tax obligations specifically described in
Exhibit “A”, have been cancelled as uncollectible in accordance with this
Resolution.
APPROVED, executed and adopted by the Board of Commissioners of San Miguel County, Colorado, at a public meeting in Telluride, Colorado on Feb. 5, 2020.

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

[Signature]
Hilary Cooper, Chair

Vote:
- Lance Waring: Aye
- Kris Holstrom: Aye
- Hilary Cooper: Aye

[Signature]
Carmen Warfield, Chief Deputy Clerk

ATTEST:

Exhibit “A”: Uncollectible Possessory Interest Taxes Tax Year 2017 and 2018

Resolution_2011_Cancelling_Uncollectable_PossessoryInterestTaxes_2009
EXHIBIT "A"
UNCOLLECTIBLE POSSESSORY INTEREST TAXES TAX YEAR 2017 AND 2018

<table>
<thead>
<tr>
<th>SCHEDULE NUMBER &amp; ACCT NUMBER</th>
<th>TAX YEAR</th>
<th>OWNERSHIP</th>
<th>ASSESSED VALUE</th>
<th>TAX AMOUNT</th>
<th>NOTES</th>
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<tr>
<td>PIB0430026 P0002027</td>
<td>2017</td>
<td>HOOK AND LADDER CATTLE</td>
<td>790.00</td>
<td>$31.94</td>
<td>NO RESPONSE FROM TAXPAYER OR BLM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>IN 2018, 2016 TAXES ALSO WRITTEN OFF</td>
</tr>
<tr>
<td>PIJSFU026 P0006999</td>
<td>2018</td>
<td>MISSION PRODUCTIONS LP</td>
<td>690.00</td>
<td>$24.86</td>
<td>NO RESPONSE FROM TAXPAYER 2018</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>1,480.00</td>
<td>$56.80</td>
<td></td>
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</tbody>
</table>

The above list is certified uncollectible by the Treasurer to the Board of County Commissioners and is submitted to the same for collection or cancellation.

Dated: January 15, 2020

by: Janice M. Stout
Treasurer in and for the County of San Miguel
State of Colorado
RESOLUTION OF THE BOARD OF COMMISSIONERS
OF SAN MIGUEL COUNTY, COLORADO, CANCELLING CERTAIN
DELINQUENT PERSONAL PROPERTY AND MOBILE HOME TAXES AND
CERTAIN DELINQUENT "IMPROVEMENT ONLY" TAXES THAT THE
SAN MIGUEL COUNTY TREASURER HAS DETERMINED TO BE
UNCOLLECTIBLE FOR THE TAX YEARS 2011 THROUGH 2018

Resolution #2020-007

WHEREAS, Section 39-10-114(2)(a), C.R.S., Abatement, Cancellation of Taxes,
provides that, "Any taxes levied on Personal Property, including but not limited to mobile
homes, which are determined to be uncollectible after a period of one year after the date
of their becoming delinquent may be cancelled by the board of county commissioners";
and,

WHEREAS, the San Miguel County Treasurer has determined that certain personal
property and mobile home taxes due and owing for the tax years 2011 through 2018, as
set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by
reference, are either erroneous or uncollectible, and has requested that the Board of
County Commissioners cancel such taxes, in the total amount of $6,426.53; and,

WHEREAS, the San Miguel County Treasurer has determined that certain improvement
only property taxes due and owing for the 2017 tax year, as set forth in Exhibit "B", a
copy of which is attached hereto and incorporated herein by reference, are uncollectible,
and has requested that the Board of County Commissioners cancel such taxes in the total
amount of $200.00; and

WHEREAS, the Board of County Commissioners, having reviewed the County
Treasurer's request, does hereby find and determine that the property taxes for the 2011
through 2018 tax years specifically described in Exhibits "A" and "B" are uncollectible
by the Treasurer and should therefore be cancelled pursuant to statute.

NOW, THEREFORE, BE IT RESOLVED BY THE SAN MIGUEL COUNTY
BOARD OF COMMISSIONERS AS FOLLOWS:

1. The personal property and mobile home only tax obligations for the 2011
   through 2018 tax years, as specifically described in Exhibit "A", in the
   amount of $6,426.53 and improvement only tax obligations for the 2017 tax
   year, as specifically described in Exhibit "B", in the amount of $200.00
   having been determined to be uncollectible are hereby cancelled in accordance
   with Section 39-10-114(2)(a), C.R.S.
2. Pursuant to the applicable statutes, the San Miguel County Treasurer is hereby directed to amend the relevant provisions of the San Miguel County personal property tax list and warrants for the 2011 through 2018 tax years to indicate that the personal property, mobile home and improvement only tax obligations specifically described in Exhibits “A” and “B”, have been cancelled as uncollectible in accordance with this Resolution.

APPROVED, executed and adopted by the Board of Commissioners of San Miguel County, Colorado, at a public meeting in Telluride, Colorado on __________.

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

[Signature]
Hilary Cooper, Chair

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

ATTEST:

[Signature]
Carmen Warfield, Chief Deputy Clerk

Exhibit “A”: - Cancellation List 2020 - Personal Property and Mobile Homes
Exhibit “B”: - Cancellation List 2020 - Improvements Only
## CANCELLATION LIST 2020 - PERSONAL PROPERTY AND MOBILE HOME TAX UNCOLLECTIBLE

<table>
<thead>
<tr>
<th>SCHEDULE NUMBER &amp; ACCT NUMBER</th>
<th>YEAR</th>
<th>OWNERSHIP</th>
<th>ASSESSED VALUE</th>
<th>TAX</th>
<th>REASON FOR CANCELLATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>P2011072/ P0005316</td>
<td>2016</td>
<td>TELLURIDE GRAVITY WORKS</td>
<td>17,000.00</td>
<td>$225.76</td>
<td>OUT OF BUSINESS 2015. SOME EQUIPMENT WAS SOLD TO TELLURIDE FUEL AND I COLLECTED $986.82 OF $622.58 TAX FROM TELLURIDE FUEL ONLY FOR THOSE ITEMS FUEL PURCHASED. UNABLE TO LOCATE BALANCE OF PERSONAL PROPERTY OF GRAVITY WORKS.</td>
</tr>
<tr>
<td>P20006349/ P0002861</td>
<td>2011 &amp; 2012</td>
<td>PLUM TV</td>
<td>56,300.00</td>
<td>$5,978.91</td>
<td>BANKRUPTCY FILED IN 2012 - ALL PROPERTY MOVED FROM COUNTY IN 2012. BANKRUPTCY COURT DISALLOWED AND EXPUNGED CLAIM.</td>
</tr>
<tr>
<td>P2011002/ P0000575</td>
<td>2017</td>
<td>TOMPSON ERIN</td>
<td>2,220.00</td>
<td>$79.82</td>
<td>PROPERTY SOLD IN 2016 AND SHOULD NOT HAVE BEEN ON THE 2017 TAX ROLL</td>
</tr>
<tr>
<td>M9309630102/ M0000235</td>
<td>2017</td>
<td>DAVIS, DONALD</td>
<td>320.00</td>
<td>$12.94</td>
<td>MOBILE HOME WAS DESTROYED OR MOVED. TAXES FOR 2014 - 2016 ALSO WRITTEN OFF. NO LONGER ON TAX ROLL.</td>
</tr>
<tr>
<td>M9300092075/ M0000004</td>
<td>2017</td>
<td>LONE CONE OUTFITTERS INC</td>
<td>50.00</td>
<td>$2.18</td>
<td>RETURNED MAIL. UNABLE TO LOCATE NEW ADDRESS. NO RESPONSE FROM COMPANY WHO BOUGHT REAL PROPERTY ASKING THEM TO CONFIRM MOBILE HOME IS ON PROPERTY. TAXES FOR 2016 CANCELLED IN 2018. NO LONGER ON TAX ROLL.</td>
</tr>
<tr>
<td>P2011024/ P0000578</td>
<td>2018</td>
<td>APOTHECA INTEGRATED PHARMACY</td>
<td>2,570.00</td>
<td>$126.92</td>
<td>CLOSED BUSINESS IN 2018 AND MOVED PROPERTY OUT OF COUNTY - UNABLE TO SEIZE - BANKRUPTCY FILED</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td>17,000.00</td>
<td>$6,426.53</td>
<td></td>
</tr>
</tbody>
</table>
### CANCELLATION LIST 2020 - "IMPROVEMENTS ONLY" TAX UNCOLLECTIBLE 2017 TAX YEAR

<table>
<thead>
<tr>
<th>SCHEDULE NUMBER &amp; ACCT NUMBER</th>
<th>TAX YEAR</th>
<th>OWNERSHIP</th>
<th>ASSESSED VALUE</th>
<th>TAX AMOUNT</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1040015405</td>
<td>2017</td>
<td>CANYON RIVER CORPORATION</td>
<td>6,380.00</td>
<td>$ 200.00</td>
<td>IMPROVEMENTS ON UNPATENTED MINING CLAIMS THAT HAVE BEEN REMOVED FROM PROPERTY. TAXES 2012-2016 CANCELLED. NO LONGER ON CURRENT TAX ROLL.</td>
</tr>
<tr>
<td>R0011809</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>6,380.00</td>
<td>$ 200.00</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF SAN MIGUEL COUNTY, COLORADO, AUTHORIZING THE CHAIR OF THE BOARD
TO TRANSFER FORTY PERCENT OWNERSHIP OF THE CONDO UNIT #601 EIDER
CREEK CONDOMINIUMS, KNOWN AS 35 PILOT KNOB LANE #601 TELLURIDE,
COLORADO TO GRACE FRANKLIN

Resolution No. 2020 — 004

WHEREAS, pursuant to section 30-11-101 (1) (c), C.R.S., the Board of County Commissioners (BOCC), on behalf of the County, has the legal authority to sell, convey, exchange or lease any real property owned by the County and make such order respecting the same as may be deemed to be in the best interests of the County and its inhabitants; and

WHEREAS, San Miguel County, Colorado (the County) owns certain real property located at 35 Pilot Knob, Unit 601 F, Telluride, Colorado which is a two bedroom condominium in the Eider Creek neighborhood (‘Eider Creek Condo’); and

WHEREAS, the County maintains the Eider Creek Condo for the purposes of short-term, workforce housing in order to recruit and maintain county employees; and

WHEREAS, Grace Franklin (Franklin) has accepted employment with the County as Director of Public Health & Environment and is scheduled to start work on February 18, 2020 and is in need of housing; and

WHEREAS, the County is willing to transfer forty (40) percent ownership interest of the Eider Creek Condo to Franklin for as long as she employed by the County and in need of housing; and

WHEREAS, in the event Franklin finds other housing or is no longer employed by the County she will transfer her 40 percent ownership interest in the Eider Creek Condo back to the County; and

WHEREAS, the Parties have formalized the terms and conditions for the transfer and use of the Eider Creek Condo by way of a separate agreement; and

WHEREAS, the BOCC finds it appropriate to designate the Chair or Chair Pro-tem as the individuals authorized to execute any documents required to effect the transfer of the Property.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of San Miguel County, Colorado hereby authorizes the Chair or the Chair Pro-tem to execute any and all documents related to the transfer of 40 percent ownership of the above mentioned property to Grace Franklin for the purposes referenced herein.
DONE AND APPROVED by the San Miguel County Board of County Commissioners at a duly noticed public meeting held in Telluride, Colorado on Feb. 5, 2020.

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

By: [Signature]
Hilary Cooper, Chair

ATTEST:
Hilary Cooper   x  Aye   Nay   Abstain   Absent
Kris Holstrom   x  Aye   Nay   Abstain   Absent
Lance Waring    x  Aye   Nay   Abstain   Absent

[Signature]
Chief Deputy Clerk to the Board
QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 5th day of February, 2020, by the Grantor, SAN MIGUEL COUNTY, COLORADO, by and through its Board of County Commissioners, whose mailing address is P.O. Box 1170, Telluride, Colorado 81435 to the Grantee, GRACE Franklin whose mailing address is P.O. Box 408, Telluride, Colorado 81435.

WITNESSETH, that the said Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell and quitclaim unto the said Grantee, forty percent (40%) all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of San Miguel, State of Colorado, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor has signed and delivered on the day and year first above written.

GRANTOR:
SAN MIGUEL COUNTY, COLORADO

Hilary Cooper, Chair
Board of County Commissioners

ATTEST:
Carmen Warfield, Chief Deputy Clerk to the Board

State of Colorado
County of San Miguel

The foregoing instrument was acknowledged before me this 5th day of February, 2020, by Hilary Cooper as Chair of the San Miguel County, Colorado Board of County Commissioners.

NANCY HRUPCIN
Notary Public
State of Colorado
Notary ID 20184038282
My Commission Expires Oct 18, 2023

My commission expires 10/18/2023
EXHIBIT A

CONDOMINIUM UNIT 601, BUILDING F, EIDER CREEK CONDOMINIUMS (FORMERLY KNOWN AS GOLD KING CONDOMINIUMS) ACCORDING TO THE CONDOMINIUM MAP RECORDED MARCH 22, 1983 IN PLAT BOOK 1 AT PAGE 433 AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION RECORDED NOVEMBER 20, 1973 IN BOOK 346 AT PAGE 447, COUNTY OF SAN MIGUEL, STATE OF COLORADO.
AGREEMENT BETWEEN SAN MIGUEL COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS AND GRACE FRANKLIN FOR THE USE OF THE EIDER CREEK CONDOMINIUM DURING HER EMPLOYMENT WITH THE COUNTY

THIS AGREEMENT ("Agreement") is entered into effective as of February 5th, 2020 between the San Miguel County, Colorado ("County"), a body corporate and politic acting by and through its Board of County Commissioners and Grace Franklin ("Franklin") and may be collectively referred to herein as the "Parties", as follows:

RECITALS

WHEREAS, the County owns certain real property located at 35 Pilot Knob, Unit 601 F, Telluride, Colorado which is a two bedroom condominium in the Elder Creek neighborhood ("Elder Creek Condo"); and

WHEREAS, the County maintains the Elder Creek Condo for the purposes of short-term, workforce housing in order to recruit and maintain county employees; and

WHEREAS, Franklin has accepted employment with the County as Director of Public Health & Environment and is scheduled to start work on February 18, 2020 and is in need of housing; and

WHEREAS, the County is willing to transfer 40 percent (40%) ownership interest of the Elder Creek Condo to Franklin for as long as she employed by the County and in need of housing; and

WHEREAS, in the event Franklin finds other housing or is no longer employed by the County she will transfer her 40% ownership interest in the Elder Creek Condo back to the County; and

WHEREAS, the Parties desire to formalize the terms and conditions for the transfer and use of the Elder Creek Condo.

AGREEMENT

NOW, THEREFORE, IT IS MUTUALLY AGREED in consideration of the mutual promises between the Parties, and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledge, the Parties agree as follows:

1. COUNTY REPRESENTATIVE
   Mike Bordogna is the authorized County Representative for this Agreement. (Telephone number: 970-728-3844.)

2. PREMISES
   The County shall transfer 40% ownership interest in Condominium Unit 601, Unit F, Elder Creek Condominiums, located at 35 Pilot Knob Lane, Telluride, CO 81435 to Franklin by quitclaim deed.
3. **TERM**
   Month-to-month. The term of this Agreement shall begin on February 12, 2020, and shall be automatically renewed for additional periods of one month thereafter until December 31, 2020. If Franklin still desires to remain in the Elder Creek Condo at the end of this Term, the Parties may continue this Agreement under the current terms or renegotiate new terms.

   This Agreement can be terminated by either party giving 30 (thirty) days written notice prior to the end of the term month. The term month shall begin with the due date of the monthly payment.

4. **PAYMENTS**
   A. **Lease:** Franklin shall pay the County $800.00 monthly for the term of this Agreement, due on the first day of each month, beginning March 1, 2020. The monthly payment may not be changed without 60 (sixty) days written notice prior to the end of the payment month.

   B. **Homeowner Association Dues:** Yearly HOA dues are currently $1,600.00. Franklin shall pay the County $133.00 monthly for the term of this Agreement due on the first day of each month, beginning March 1, 2020. This monthly payment may not be changed without 60 (sixty) days written notice prior to the end of the payment month. The County shall ensure full payment of the dues to the HOA are required.

   C. **Property Taxes/Remainder HOA Dues:** The County shall be responsible for payment of all property taxes and the remainder of the HOA dues as assessed on the Elder Creek Condo when due.

   Payments of $933.00 shall be made payable to San Miguel County and delivered to the San Miguel County Finance Office at 1120 Summit Street, Norwood, Colorado. If payment is not received by the 10th day of the month, a late fee of $25 per day will be charged. Such fee, which will be considered additional payment, may be collected immediately by San Miguel County, at its option. Late fees may be waived if San Miguel County agrees in writing. Franklin should request such waiver by notifying the County Representative, on or before the payment due date and mutually arranging an alternative payment date.

   A payroll deduction may be imposed for any check that is returned to San Miguel County, because of insufficient funds or at Franklin’s request.

5. **NOTICE**
   All notices shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:
6. **EVICTION/HOLDING OVER**

   A. In the event Franklin fails to fulfill any part of this Agreement, San Miguel County may evict her from the premises or undertake other legal action to regain possession and ownership of her 40% interest for non-payment pursuant to the “Payments” paragraph or other substantial breach of the Agreement.

   B. Franklin shall continue to be liable for payments and be bound by the other provisions of this Agreement during the time Franklin remains in possession of the Elder Creek Condo even though San Miguel County has chosen to seek eviction because of breach of this Agreement.

   C. If the premises are abandoned, or if Franklin is evicted, Franklin will remain liable for any Payments for the remainder of the Agreement term.

7. **USE**

   Franklin shall use the premises for residential purposes only, unless otherwise agreed in writing. Franklin shall not engage in any illegal activities on the premises.

8. **UTILITIES**

   Franklin shall be responsible for paying the following:
   - Telephone (if desired)
   - Cable/Satellite/Internet (if desired)
   - Electricity
   - Gas

9. **PRIVACY**

   Franklin shall permit the County Representative, or his designee, to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the premises to prospective residents, purchasers, or lenders. Entry may be made without prior notice ONLY if it is believed that an emergency exists, such as a fire or broken water pipe, or that the premises have been abandoned.

10. **ASSIGNMENT/SUBLEASING/RELEASE**

    Franklin shall not assign this Agreement, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of San Miguel County.
11. **NOISE AND NUISANCE**
Franklin agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

12. **REPAIRS AND MAINTENANCE**
The County shall provide or pay for necessary repairs to the Elder Creek Condo. Franklin may make minor repairs as needed but shall not make substantial repairs to the Elder Creek Condo without written consent of San Miguel County.

Franklin shall pay reasonable charges (other than for normal wear and tear) for the repair of damage to the premises or common areas caused by the negligence or willful acts by herself, members of her household, or guests. Such damage shall be grounds for San Miguel County to evict Franklin. Franklin will pay any damages associated with having a dog in the property, including carpet cleaning before vacating the property.

13. **CONSTRUCTIVE EVICTION**
When conditions beyond the control of Franklin cause the premises to become legally uninhabitable, and when San Miguel County is responsible for remediating those conditions but does not do so within a reasonable time after notification by Franklin, Franklin may vacate the premises, terminate this Agreement, and owe no future rent.

14. **ALTERATIONS TO PREMISES**
Franklin agrees that before making alterations to the premises, including, e.g., painting, adding or changing door locks, advance written consent will be obtained.

15. **INSURANCE**
The County will insure the physical property from loss or damage. However, said insurance will not cover Franklin's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Franklin desires to insure personal possessions or to insure against personal liability, renter's insurance should be obtained.

16. **LIABILITY**
Franklin will only be liable for the injury to any person or damage to any property caused by her negligence or willful acts. San Miguel County will only be liable for the injury to any person or damage to any property caused by its negligence or willful acts.

17. **SUBORDINATION**
This Agreement shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

18. **WAIVER**
Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.
19. **SEVERABILITY**
The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

20. **ELDER CREEK CONDOMINIUM ASSOCIATION, INC. RULES, REGULATIONS, POLICIES, AND PROCEDURES**
Use of the Elder Creek Condo is subject to the condominium association's rules and regulations as amended (attached an incorporated by reference). Franklin agrees to abide by all such rules. Failure to abide by said rules may result in fines. If Franklin's use of the Elder Creek Condo results in fines assessed by the HOA, Franklin shall be liable for full payment.

These rules include: a maximum occupancy of 4 persons living together who are not related by blood, marriage or adoption (4.01); a maximum of one dog per unit (6.01); and storage of personal property on decks and entryways (5.02).

21. **APPROPRIATION OF FUNDS**
The County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. §29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.

22. **TERMINATION OF AGREEMENT**
When Franklin secures other housing arrangements, is evicted or her employment with the County is terminated, Franklin shall quitclaim her 40% interest in the Elder Creek Condo to the County within thirty (30) days of the date of said event. This Agreement shall automatically terminate on the date the quitclaim deed is duly recorded with the San Miguel County Clerk & Recorder and all obligations of Franklin and the County hereunder shall cease.

23. **GOVERNING LAW, JURISDICTION & VENUE**
This Agreement will be governed by and construed in accordance with the laws of Colorado. Should there be a dispute between the parties, jurisdiction and venue shall lie in the 7th Judicial District of San Miguel County, Colorado.

24. **ENTIRE AGREEMENT**
This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied.
Exhibit A

herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party’s waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement. In the event of a conflict between an Exhibit to this Agreement and the body of this Agreement, the Agreement will govern resolution of the conflict.

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

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

Date signed 2/6/20

Mike Bordogna, County Representative

SAN MIGUEL COUNTY

Date signed 02/04/2020

GRACE FRANKLIN