

SAN JUAN COUNTY, COLORADO
BOARD OF COMMISSIONERS MEETING AGENDA

November 25, 2020

DUE TO THE COVID 19 EMERGENCY SAN JUAN COUNTY WILL CONDUCT ALL OF ITS PUBLIC MEETING VIRTUALLY UNTIL FURTHER NOTICE. THE INFORMATION NECESSARY TO CONNECT TO THIS PUBLIC MEETING IS LISTED BELOW

CALL TO ORDER: 5:30 P.M.

BOCC Meeting Minutes for October 14, 2020

APPOINTMENT

6:40 P.M. Elijah Waters - BLM

7:00 P.M. Gregg Donaldson - Proposed Boundary Agreement of the Alhambra Lode and Tornado No. 1 Lode, County Roads 8/8A

7:30 P.M. Kristie Borchers, OHV Grant

7:45 P.M. Charlie Smith, Southwest Water Update

8:00 P.M. Gilbert Archuleta, Fire Authority

8:15 P.M. Rusty Melcher & Michelle Tomayo – Proposed Land Trade

CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

Citizens State Bank Firetruck Lease Purchase Agreement

October Financial Report

Public Comment

Commissioner and Staff Reports

Next Regular Meeting – Tuesday December 15, 2020 8:30 A.M.

Join Zoom Meeting

<https://zoom.us/j/92136473203>

Meeting ID: 921 3647 3203

One tap mobile

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Dial by your location

+1 669 900 6833 US (San Jose)

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+1 346 248 7799 US (Houston)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 921 3647 3203

SAN JUAN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING WEDNESDAY, NOVEMBER 12, 2020
AT 8:30 A.M.

Call to Order: The meeting was called to order by Chairman Peter McKay. Present were Commissioners Scott Fetchenhier, Ernie Kuhlman, and Administrator William Tookey. The meeting was held via Zoom video conferencing.

Payment of Bills: Commissioner Fetchenhier moved to authorize payment of the warrants as presented. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

Minutes: Commissioner Fetchenhier moved to approve the minutes of October 28, 2020 with a correction to paragraph four to add "information concerning health insurance". Commissioner Kuhlman seconded the motion. The motion passed unanimous.

Incident Management Team members Jim Donovan OEM and Becky Joyce Public Health Director were present to provide the Commissioners with an update on the COVID 19. They also explained that they have received several COVID related grants that needed to be spent by December 31, 2020 but it had been difficult to purchase all the necessary supplies and equipment with the current credit card limit. They requested that the Commissioners consider increasing the credit card limit to \$10,000.

Commissioner Kuhlman moved to authorize submitting a request to Citizens State Bank to increase in the credit card limits to \$10,000 for both San Juan County Nursing, Rebecca Joyce and Arthur James Donovan, County Emergency Manager. Additionally, any purchase larger than \$2000 needed to be pre-approved by the County Administrator. Commissioner Fetchenhier seconded the motion. The motion passed unanimous.

Becky and Jim both noted that the pandemic had required them to work a significant number of extra hours and requested that the Commissioners compensate them for the extra time. It was the consensus of the Commissioners to have the County Administrator work with both Becky and Jim to determine a fair compensation.

Social Services Director Martha Johnson was present to provide the Commissioners with a monthly update. Commissioner Fetchenhier moved to approve Transmittal #9 in the amount of \$5943.05 as submitted. Commissioner Kuhlman seconded the motion. The motion passed unanimous. Commissioner Fetchenhier moved to approve the Memorandum of Understanding with Prowers County to provide a child welfare calls hotline. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

The Fire Authority present a request in the amount of \$7,495 for work on the Ice Fire. It was the consensus of the Commissioners to request that Fire Chief Archuleta attend the next meeting to better explain the request.

County Administrator Tookey presented the September Financial Report to the Commissioners for their review. Commissioner Fetchenhier moved to approve the September Financial Report as presented. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

David Singer and Loren Lew were present to provide the Commissioners with an update on the Hospital Building and Courthouse restoration work. The work at the Hospital Building is nearing completion. The Courthouse work should be completed by the end of 2021.

Commissioner Fetchenhier moved to instruct David Singer to implement a new secure locking system for the exterior doors and interior doors where necessary. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

A First Reading for Ordinance 2020-01 An Ordinance Of The Board Of County Commissioners Of San Juan County, Colorado For The Regulation Of Land Use, Development And Activities Upon Any Property Within Unincorporated San Juan County Containing Mine Waste Source Areas Where Residual Mine Wastes And Remediation Components Exist, Specifically Including The Bonita Peak Mining District Superfund Site was presented. The Commissioners had previously received the proposed Ordinance 2020-01 for their review prior to the meeting. Mark Rudolph and Jason King representing CDPHE, County Attorney Dennis Golbright and Community Liaison Anthony Edwards were present to answer any questions. Also attending was Ben Martinez of the National Forest Service and Kris Doebbler of BLM. Upon completion of the first reading by County Attorney Golbright Commissioner Fetchenhier moved to authorize publication of the ordinance. Commissioner Kuhlman seconded the motion. The motion passed unanimous.

Planning Director Lisa Adair provided the Commissioners with a staff report and was available to answer questions.

Having no further business, the meeting was adjourned at 12:17 P.M.

A work session was held beginning at 1:30 pm to review the 2021 Preliminary Budget.

**San Juan Regional
Planning Commission**
SAN JUAN COUNTY TOWN OF SILVERTON
Silverton, Colorado 81433
P.O. Box 223

October 27, 2020

Board of County Commissioners
San Juan County
Silverton, CO 81433

Members of the Commission:

RE: County Land Use Permit Application
 Proposed Donaldson Boundary Agreement
 Alhambra & Tornado No. 1 Lodes
 Ophir Pass (CR 8/8A)

At a regular meeting of the San Juan Regional Planning Commission on October 27, 2020, members of that Commission discussed the proposed County Land Use Permit Application. The proposed application was submitted by the owner Gregg Donaldson of Tornado LLC and Gregg Donaldson of Ruby Basin Land Co LLC., the owner was also present to answer questions.

After discussion, questions and presentations from the Town/County Planner, the Planning Commission voted to recommend to the County Commissioners that you approve the Proposed County Land Use Plan as presented, with the conditions outlined from Town/County Planner with an additional No. 8 to allow public walking access to the road. The Summary and additional conditions from the Town County Planner are included.

Thank you for considering this recommendation.

Sincerely,

Ken Safranski
Chairman

STAFF REPORT FOR THE BOARD OF COUNTY COMMISSIONERS
PROPOSED BOUNDARY AGREEMENT
ALHAMBRA LODGE & TORNADO NO. 1 LODGE

COUNTY LAND USE PERMIT APPLICATION

REPORT DATE: NOVEMBER 22, 2020.

MEETING DATE: NOVEMBER 25, 2020.

FROM: PLANNING DIRECTOR.

Project: Proposed Boundary Agreement, Alhambra Lode USMS No. 16941 & Tornado No. 1 Lode USMS No. 976, County Roads 8 & 8A, Ophir Pass, San Juan County, CO.

Application: County Land Use Permit Application.

Applicant: Gregg Donaldson.

Owner: Gregg Donaldson of Tornado LLC & Gregg Donaldson of Ruby Basin Land Co LLC.

Project Location: The Alhambra Lode and the adjacent Tornado No. 1 Lode are located on Ophir Pass.

EXECUTIVE SUMMARY: The Planning Director has reviewed the County Land Use Permit Application for the Proposed Boundary Agreement of the Alhambra Lode USMS No. 16941 and the adjacent Tornado No. 1 Lode USMS No. 976, on Ophir Pass. The Planning Director found no County regulations that would provide a reason to deny this Land Use Permit Application. I am recommending “approval with conditions” of this application, as summarized at the end of this report. The Planning Commission reviewed this project on October 27, they added one proposed Condition of Approval, and they recommended Approval with Conditions.

Proposed Improvements: No structures, improvements, grading, driveway, or utilities are proposed at this time. This is a Proposed “Boundary Agreement,” as defined by the Colorado Revised State Statutes. The County Commissioners are reviewing a “Proposed Boundary Agreement Survey Plat.” A Boundary Agreement is a method for a property owner to shift one or more internal property lines, without increasing the total number of parcels. The official term “Boundary Agreement” is sometimes also commonly referred to as a Boundary Adjustment or a Boundary Line Adjustment. Increasing the total number of parcels would classify a project as a Subdivision of Land. This project involves two parcels being made into two slightly different parcels. The resultant parcels are often referred to locally as “Revised Lodes.” The stated purpose of this Proposed Boundary Agreement is to move the internal property line between these two Lode mining claims to line up with an existing deep ravine.

Tornado No. 1 Lode: The Tornado No. 1 Lode has existing access from County Road 8 (CR 8), Ophir Pass Road. There is a Forest Service access easement, which is for an existing driveway crossing Forest Service Land, from CR 8 to the Tornado No. 1 Lode. That existing USFS driveway is shown on the USGS Topo Quad, and it appears on the Assessor GIS aerial maps as well. The existing driveway continues onwards to a mine. On the Tornado No. 1 Lode, there is an existing old metal mill building. I believe the nearby mine and the on-site mill building is known as the Frieda. Next to the mill building, there’s a steep and deep ravine. On some maps it is labeled as Ruby Gulch. There was a one-day mining reclamation project at the uphill Frieda Mine site, on Public Lands, just past the

STAFF REPORT FOR THE COUNTY COMMISSIONERS, ALHAMBRA-TORNADO BDRY AGMT, 11-22-2020.

Tornado No. 1 Lode, by the State DRMS, last summer. The Tornado No. 1 Lode is not at all a steep and treeless claim that one might initially imagine, when picturing the typical terrain of Ophir Pass. The site and driveway have rolling terrain with aspen groves, existing heavy tree cover, and is moderately steep. The existing on-site mill building is labeled as a snow shed on the draft "Boundary Line Adjustment Plat." The mill building has a giant funnel, which may have been for the purpose of loading ore rock, from above the building, into mine trucks parked on a roadway below. There was also an old outhouse, which is labeled on the Plat. That outhouse may be removed at this time. There is an avalanche study in the file for this site, prepared by in 2017, by Andy Gleason and Dave Trautner. It appears that there are areas on the Tornado No. 1 Lode which have low avalanche hazard. The Tornado No. 1 Lode is currently 10.33 acres, which is the standard original size for a Lode claim. Lode claims were typically laid out as originally 300 feet by 1500 feet, which is 10.33 acres.

Alhambra Lode: The Alhambra Lode is at the end of an existing spur road, labeled on the County Road Map as CR 8A. There is a sign on the road to the Alhambra, which is labeled CR 8A. The Assessor website had the road labeled as Public Access Road. The existing spur road is from CR 8 (Ophir Pass Road) to the Alhambra Lode. The Alhambra Lode appears to have moderate slope and is sparsely to moderately treed. The portion of the Tornado No. 1 Lode that is being added onto the Alhambra is more heavily treed. That may presumably make the Proposed Alhambra "Revised" Lode more suitable for a potential structure. The Applicant states that the information he has from the County Assessor indicates the acreage of the Alhambra Lode is currently approximately 8.454 acres.

Acreage Information: The County Assessor Property Database, which lists acreage, was temporarily unavailable due a web host transition. The BLM GLO website was consulted. If you would like to view original Mineral Surveys for the mining claims in this area, drawn about 100 years ago, you can Google "BLM GLO." When you are in that website, select Survey Plats, and Colorado, and then you can type in the Original US Mineral Survey (USMS) Number at the bottom corner. For example, the Alhambra Lode has a USMS No. of "16941."

Alhambra Acreage: Please see the attached 1903 original Mineral Survey Plat for USMS No. 16941. That document indicates the Alhambra Lode was originally intended to be monumented at about 1228 feet by about 300 feet, which is roughly 8.46 acres. The accompanying Survey Notes for USMS No. 16941, which is the Surveyors' notebook from 1903 (with handwritten notes, about bearing trees, monuments, bearing rocks, discovery cuts, access, tunnels, and structures) were not posted on the BLM GLO. The Alhambra had a "shaft house" structure on it, as shown on the 1903 original Mineral Survey Plat. The Alhambra "Revised Lode" (Proposed Boundary Agreement "Parcel A") is proposed as 14.18 acres. Therefore the Alhambra Lode is changing from approximately 8.46 acres to 14.18 acres.

Tornado Acreage: The Tornado No. 1 Lode is 10.33 acres. The BLM GLO website was consulted to verify that. Please see the attached 1882 Survey Plat for USMS No. 976, indicating the Tornado No. 1 Lode was intended to be monumented at the standard 10.33 acres. The Survey Notes for USMS No. 976 were not posted on the BLM GLO. The Tornado No. 1 "Revised Lode" (Proposed Boundary Agreement "Parcel B") is proposed as 5.46 acres. Therefore the Tornado No. 1 Lode is changing from approximately 10.33 acres to 5.46 acres.

Total Acreage: The original total acreage was intended to be monumented at approximately 18.8 acres. The current, re-monumented acreage appears to be approximately 19.2 acres. The proposed

STAFF REPORT FOR THE COUNTY COMMISSIONERS, ALHAMBRA-TORNADO BDRY AGMT, 11-22-2020.

total acreage is approximately 19.6 acres. The 1903 and 1882 Recorded (R) Bearings and Distances differ slightly from the 2017 and 2020 re-established monuments and Bearings and Distances. Corners were re-established, by Licensed Surveyor Dirk Hatter, using thorough research, and several found mound-of-stones, bearing trees, and bearing rocks, as well as ties to other nearby monuments and peaks, which would account for the change in the acreage measurement over the past 100 years. Because of the unusual locations of Corner No. 1 and Corner No. 2 of the Alhambra, shown on the Draft "Boundary Line Adjustment" Plat, this cursory research (using the County Assessor info and the BLM GLO website) was done. The Licensed Surveyor could better describe how the claims were originally monumented, corners reestablished, and the revised acreage calculations. The Licensed Surveyor would be able to more fully clarify any questions you might have about surveying, applicable laws, mining claims, monuments, acreage, and Plats.

Access: Access is not a requirement for a Proposed Boundary Agreement, however it is advisable for the County to be check that the proposed Boundary Agreement is not going to block or prevent access to one or more claims. It appears that both of these claims currently have legal written vehicular access, both before and after the Proposed Boundary Agreement. The Boundary Agreement does not appear to affect any of the existing access routes to these two claims.

Building Envelopes: No building envelopes are proposed nor are they approved. Approval of this Proposed Boundary Agreement, would include approval only of the shifting of one internal property line, and does not constitute any approval of the use of the claims as Residential, nor does it allow for any approval of any proposed structures or Building Envelopes. No building envelopes are shown on the Plat or approved by the County. Any proposed structure would require the owner of a private property, including these, to submit a County Improvement Permit Application.

Elevation: If these two properties were to ever have future cabins on them, it appears that the structures would most likely be located just above 11,000 feet. There are no structures proposed at this time. Structures above 11,000 feet in San Juan County are limited to an area of 1000 square feet. There is a rather complicated method of measuring, including interior ceiling height restrictions, and it allows for some basement space as well.

Zoning: These mining claims, like most of the County property, would fall within the County's Mountain Zoning District. The Mountain Zone comprises almost all of the County private property. The exception is generally around Cascade Village and Lime Creek Road which is a mix of Urban residential and Rural Residential. For mining claims, in the Mountain Zone, there is a minimum parcel size of 5 acres, if one so chooses to propose a structure or development. This Proposed Boundary Agreement depicts the smaller of the two resultant parcels as 5.46 acres. That means that approval of this Proposed Boundary Agreement is unlikely to create a non-conforming parcel. The final acreage on the Final Boundary Agreement Plat, might potentially end up to be slightly different than 5.46 acres. The County should discourage the owner from proceeding with a Proposed Boundary Agreement, if either of the two resultant parcels would end up with an acreage under 5.0 acres. There appears to be little chance of creating a non-conforming parcel of area under 5 acres based on the submitted information.

Purpose of Boundary Agreement: The stated purpose of moving the internal property line, is to grant land to the Alhambra Lode, which is currently on the Tornado No. 1 Lode but wholly inaccessible.

The proposed internal property line will then align with the chasm, labeled on some maps as Ruby Gulch.

State Statutes: If you would like more information on Boundary Agreements, you can Google “Boundary Agreement CRS,” and some of the results will provide you with the Colorado Revised Statutes (CRS), and Land Use Laws, regarding Boundary Agreements and Plats. They are a tool generally used in a boundary dispute, or to set an unknown or disputed boundary line between two neighbors, or to shift a property line to match up with an old fence, or a geographic feature, or a rancher might make two fields equal size, or cause them to be divided along a road, to give equal acreage to his two heirs. A Boundary Agreement requirement is that the total number of parcels is not increased, which would be a Subdivision. There were several Boundary Agreements in San Juan County about 15 years ago, near Gladstone, and above the Lackawanna Mill. I am seeing a sudden resurgence in Proposed Boundary Agreements at this time. The internet has an interesting Application and checklist posted by Larimer County Colorado for proposed Boundary Agreement Projects.

Ownership: The Applicant is Gregg Donaldson. The two claims are held in two different LLCs. The property owner of the Tornado No. 1 Lode and the property owner of the Alhambra Lode are both listed on the first page of this report. The owner or shareholder of both of the LLCs is the Applicant, Gregg Donaldson. By briefly reviewing the applicable State Statutes today, I noticed that a person proposing a Boundary Agreement does not necessarily need to be the owner of both of the parcels. In this area, the person proposing a Boundary Agreement is usually the sole owner of all the properties involved. However, sometimes a Boundary Agreement is used in disputes between two sparring neighbors, in order to avoid complicated and expensive court litigation. A new set of Deeds will need to be made and filed at the Courthouse for the resultant two parcels. Locally they may be referred to as the Tornado No. 1 “Revised Lode” and the Alhambra “Revised Lode.” On the attached draft plat, they will officially be known as Parcel A and Parcel B. The new Legal Descriptions are already written by the Surveyor at the top of the Plat. The new Deeds for the two new parcels should be filed, when the Boundary Agreement Survey Plat is finalized and filed, at the Courthouse. The Assessor should be given the new acreage information for the tax files, as well as the location of the new internal property line.

Adjacent Land Owners: The adjacent land owners were notified. The application was posted on the County website but has since disappeared. There was a claim with a fractional ownership and the Planning Director notified that person by mail. There was only one call received from New Mexico. The person wanted to know what the project was about, and was calling on behalf of the Trujillo family. The Planning Director left a message, explaining the Proposed Boundary Agreement, and there were no further inquiries. The adjacent land owner list within the Application has one adjacent land owner missing, the person was notified by mail, and the name of the fractional owner missing from the list is available upon request. There were no actual adjacent land owner complaints or support received for this application.

Hazards: Avalanche, geologic, and fire hazards have not been evaluated at this time, as this is a proposed Survey Plat only, with no proposed improvements, and no proposed structures. There is definitely avalanche hazard, of widely varying degrees from low to high, at the project site, and an avalanche study was prepared in 2017. Fire hazards could be expected to be high, in the heavily treed portions of this site, and there will be areas of potential geologic hazards at this site.

Master Plan: There is no known portion of the Town & County 2010 Master Plan that would prohibit or discourage the County from approving this Proposed Boundary Agreement. There are no structures or improvements proposed. However, the Boundary Agreement may make it easier to develop one or more of these two parcels at a later date. In the Master Plan, development is encouraged closer to the main roads, rather than developing less accessible backcountry parcels. There is a very small amount of development on Ophir Pass, namely the Opus Hut which is a commercial lodge which currently has some inherent wintertime access, parking, and safety issues. All County projects are required to be compared to the Master Plan; this Proposed Boundary Agreement does not appear to be in conflict with the Master Plan.

Planning Commission Review and Added Condition: The Planning Commission reviewed this project on October 27. Discussion focused on continued public access on the existing driveway/road, which crosses the Forest Service Land, and is used to access the Tornado No. 1 Lode. The road was referred to as the “Ruby Road,” and it continues past the Tornado No. 1 Lode to the Frieda Mine. There was also some discussion about vehicular versus non-motorized use of the existing road, and a Forest Service gate. The Planning Commission added to their motion, a proposed Condition of Approval for you to please consider, which was worded in the following manner: “Use of the Ruby Road as a trail is recognized, and access is recognized as public.” The County regulations (Section 4-110.4) require the following: *The applicant shall allow continued public access on any historic public trails that cross the property. Applicant shall dedicate a trail easement ten (10) feet in width as measured from the existing trail centerline and having five (5) feet on each side; public access signage may be installed by the County.* The applicant had no problem with the proposed Condition of Approval; however, he correctly noted that he has a Forest Service access easement to use the road, but does not have jurisdiction over the road where it crosses Public Lands, or any Forest Service decisions. The Planning Commission recommended that a copy of the County’s decision on this application should be sent to the Forest Service, so they are aware of the County’s desire to maintain the existing open public trail pedestrian access on the “Ruby Road.” The Planning Commission recommended you consider approving this application, with the Conditions that were listed for them in their Staff Report, and the one additional Condition they specified regarding public access on the “Ruby Road.”

Legal Notice: A Legal Notice was published in the local newspaper in early November, to let citizens know that a Public Hearing will be held on November 25 at 7 PM. No inquiries were received from the public about this project. The Planning Department received no indication of any opposition to approval of this application from the public or adjacent land owners.

Staff Recommendation: The Planning Director recommends that the County Commissioners should consider approving with conditions this Land Use Permit Application, for the Proposed Boundary Agreement of the Alhambra and the Tornado No. 1 Lodes on Ophir Pass. Here are the proposed Conditions of Approval for you to please consider.

1. The Boundary Agreement Survey Plat shall be finalized and submitted to the County for review.
2. The Boundary Agreement Survey Plat shall be filed at the County Courthouse, after completion and any required signatures.
3. New deeds shall be prepared and filed at the County Courthouse in the office of the County Clerk. The Owner/Applicant shall give a copy of the new deeds to the County Assessor.

4. Each of the two resultant Parcels A and B shall have an acreage equal to or greater than 5.0 acres.
5. Approval of this Boundary Agreement does not include approval of any structures, building envelopes, or residential use. Any proposed structure, building envelope, or residential use shall require a County Improvement Permit Application.
6. Approval of this Boundary Agreement does not include approval of any proposed grading, special use, or improvements. Any proposed grading, special use, or improvements shall require a County Land Use Permit Application.
7. The Applicant/Owner and Licensed Surveyor shall comply with all Federal, State, and Local laws, including the San Juan County Zoning and Land Use Regulations. The Applicant shall comply with the Conditions of Approval listed herein. If requirements differ, the most stringent shall apply. Violation of these Conditions, or any Local, State or Federal regulations, may cause the Board of County Commissioners to rescind this Land Use Permit.
8. "Use of the Ruby Road as a trail is recognized, and access is recognized as public." Section 4-110 of the County Zoning and Land Use Regulations requires that: *the applicant shall allow continued public access on any historic public trails that cross the property. Applicant shall dedicate a trail easement ten (10) feet in width as measured from the existing trail centerline and having five (5) feet on each side; public access signage may be installed by the County.* A copy of the documents for this project will be forwarded by County Staff to the Forest Service.
9. *This is reserved for Conditions of Approval the County Commissioners may decide to add.*



Town of
Silverton

PO Box 250
Silverton, CO 81433



SAN JUAN COUNTY

PO Box 466
Silverton, CO 81433

September 22, 2020

Regarding: Proposed Boundary Agreement, Tornado No. 1 Lode and Alhambra Lode, Ophir Pass, County Roads 8 and 8A, San Juan County, Colorado.

Dear Property Owner:

San Juan County, Colorado has received a Land Use Permit Application, for a Proposed Boundary Agreement. The project site is located on Ophir Pass, near property that you own. The Application was submitted by Gregg Donaldson.

The purpose of the application is to obtain County approval to move the internal property line between two adjacent mining claims. The project site is the Tornado No. 1 Lode, and the Alhambra Lode.

The application is being posted onto the San Juan County, Colorado website, under “County Government” – “Building & Planning” – “Proposed Additions.” If you cannot locate the application online, you can contact the Planning Director for a copy of the site plan. Neighbors/citizens can contact the Planning Director with any questions, and can submit written/verbal comments on this application.

The Planning Commission will discuss this project at 7 PM on Tuesday October 20. The Planning Commission is an “advisory” board, all of their meetings are open to the public, and they make “recommendations” to the County Commissioners. The County Commissioners will decide the outcome of this application sometime after October 20. Currently the meetings are occurring virtually, via free Zoom videoconference software. Planning Commission Meeting Materials, agendas, and Zoom/phone instructions are being posted on the Town website.

If you have any questions, you can contact the Town & County Planning Director Lisa Adair.

Town Hall email address: ladair@silverton.co.us
Call or text work cell phone number: 970-946-9408
Home-office landline phone number: 970-387-0500
Town Hall landline phone number: 970-387-5522

Thank you,

Lisa M. Adair PE
Town & County Planning Director
Town of Silverton & San Juan County Colorado



Search Documents

Reference Center

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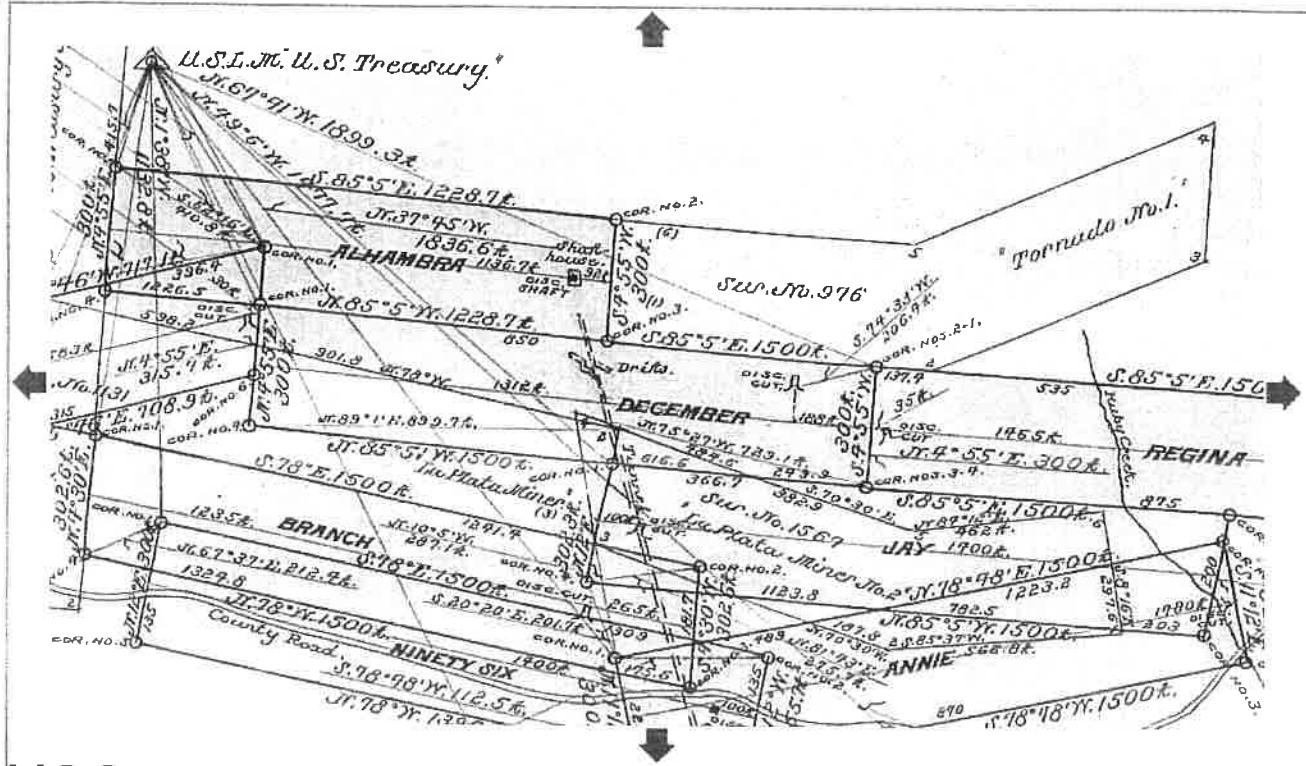
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Search Documents | Results List | Survey Details

DM ID: 275090 Survey Type: Mineral Survey Survey Title: The Ruby And Alhambra, December, Regina, Jay, Branch, Ninety Six,... And Snow Shoe Lodes State: Colorado

Survey Plat Details Plat Image Related Documents

Sheet: 1 Original



Hold down the Ctrl key to select a region with the mouse.

Basic Viewer



Note: You can download our plat images directly by clicking one of the icons above. Check out our [Viewing And Printing Images Guide](#) for more information.

PUBLIC HEARING

Notice is hereby given to the members of the general public that the San Juan County, Colorado, Board of County Commissioners will hold a Public Hearing at the San Juan County Courthouse, 1557 Greene St., Silverton, CO, at 7:00 PM on Wednesday, November 25, 2020, by phone/Zoom videoconference, to receive public comment on a County Land Use Permit Application for a Proposed Boundary Agreement of the Alhambra Lode and Tornado No. 1 Lode, County Roads 8/8A, Ophir Pass, San Juan County, CO. The Applicant is Gregg Donaldson. The purpose of the Application is to request approval of moving one internal property line between two adjacent mining claims.

NOTICE is further given that all persons may present oral/written testimony regarding this Application prior to/during the Public Hearing. Comments may be made by phone and/or video conference. Zoom call-in information is on the County website and on the meeting agenda. Comments may be sent by phone, email, mail, or delivery to Planning Director, Town Hall, Lisa Adair, PO Box 250, Silverton, CO 81433. Interested persons may contact the Planning Director (970) 946-9408 (ladair@silverton.co.us) with any questions or comments about the Application.

Published in the Silverton Standard & the Miner: November 12, 2020.

T

Mineral Survey No. 16987

Lot No.

Land District

PLAT

OF THE CLAIM OF

THE RUBY MINE MINING AND TUNNEL COMPANY,

KNOWN AS THE

THE RUBY PLACER AND ALMADEN, DECEMBER, FEBRUARY, MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER AND JUNE SHOES LODES,

IN

SAN JUAN COUNTY, COLORADO,

Containing an Area of

Approx. 500 Acres to the inch.

Subdivided into

December 1904, 1903 &

U.S. Survey, Mineral Survey

The Original Field Notes of the Survey of the Mining Claim to

The Ruby, South Mining and Tunnel Company,

As shown on the

The Ruby Placer and Almaden, December, February, March, April, May, June, July, August, September and June Shoes Lodes,

and

from which this plat has been made under my direction

have been examined and approved, and are on file in this office

and I hereby certify that they furnish such an accurate description

of said Mining Claim as will, if incorporated into a plat

serve fully to identify the premises, and that such reference

is made therein to natural objects or permanent monument

as will perpetuate and fix the locus thereof.

I further certify that the hundred dollars worth of labor has

been expended on improvements made upon said Mining

Claim by obtaining of its granules, and the

and improvements raised eight cuts, two styles, made

on occasion, a ditch and a portion of a tunnel, as

appears by the affidavit of said surveyor.

that the location of said improvements is correctly shown

upon this plat, and that no portion of said labor or an

improvement has been included in the estimate of expense

there upon any other claim.

I further certify that this is a correct plat of said Mining

Claim made in conformity with said original field notes of the

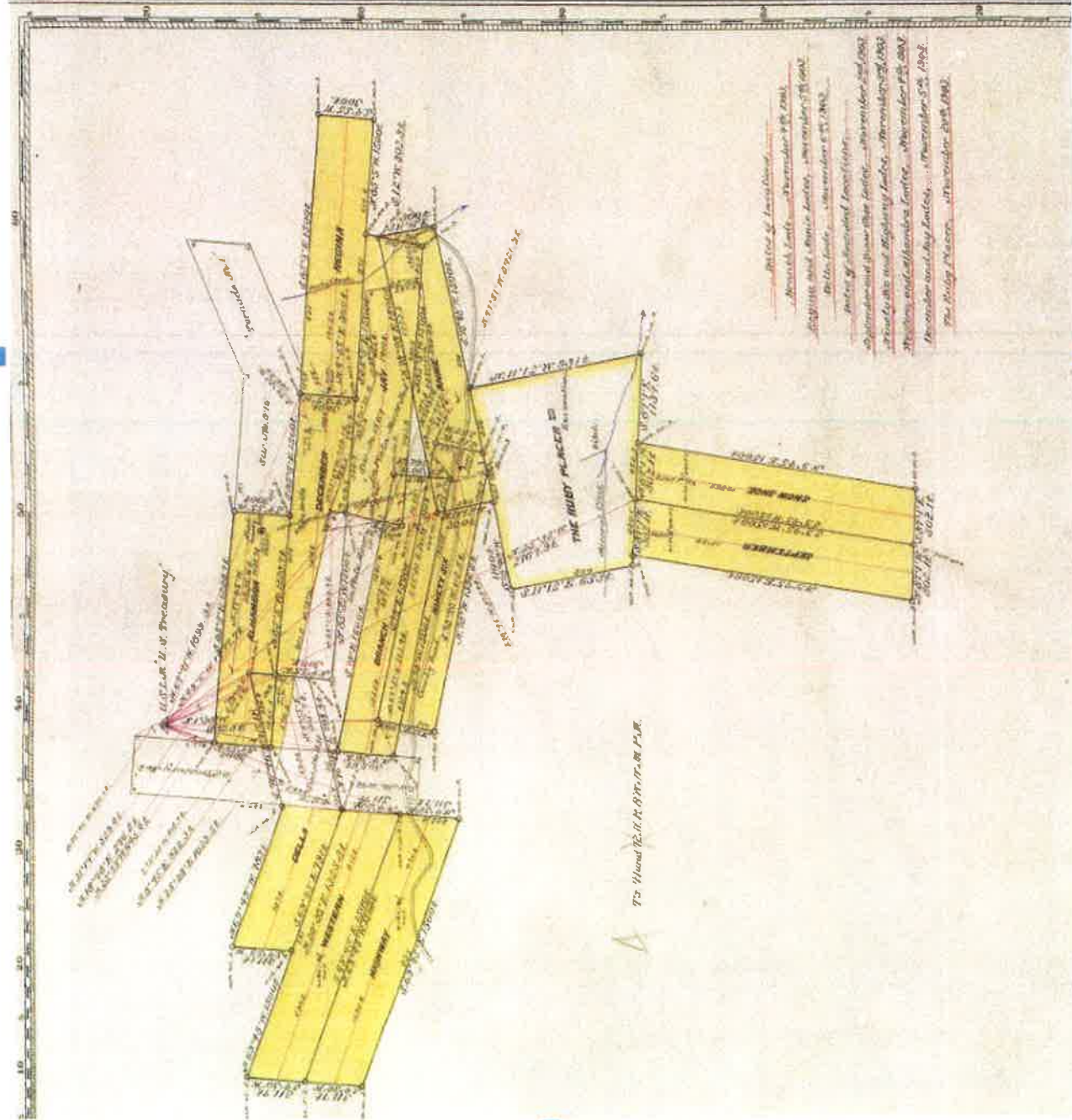
survey thereof, and the same is hereby approved.

U.S. Surveyor General's Office,

Denver, Colorado,

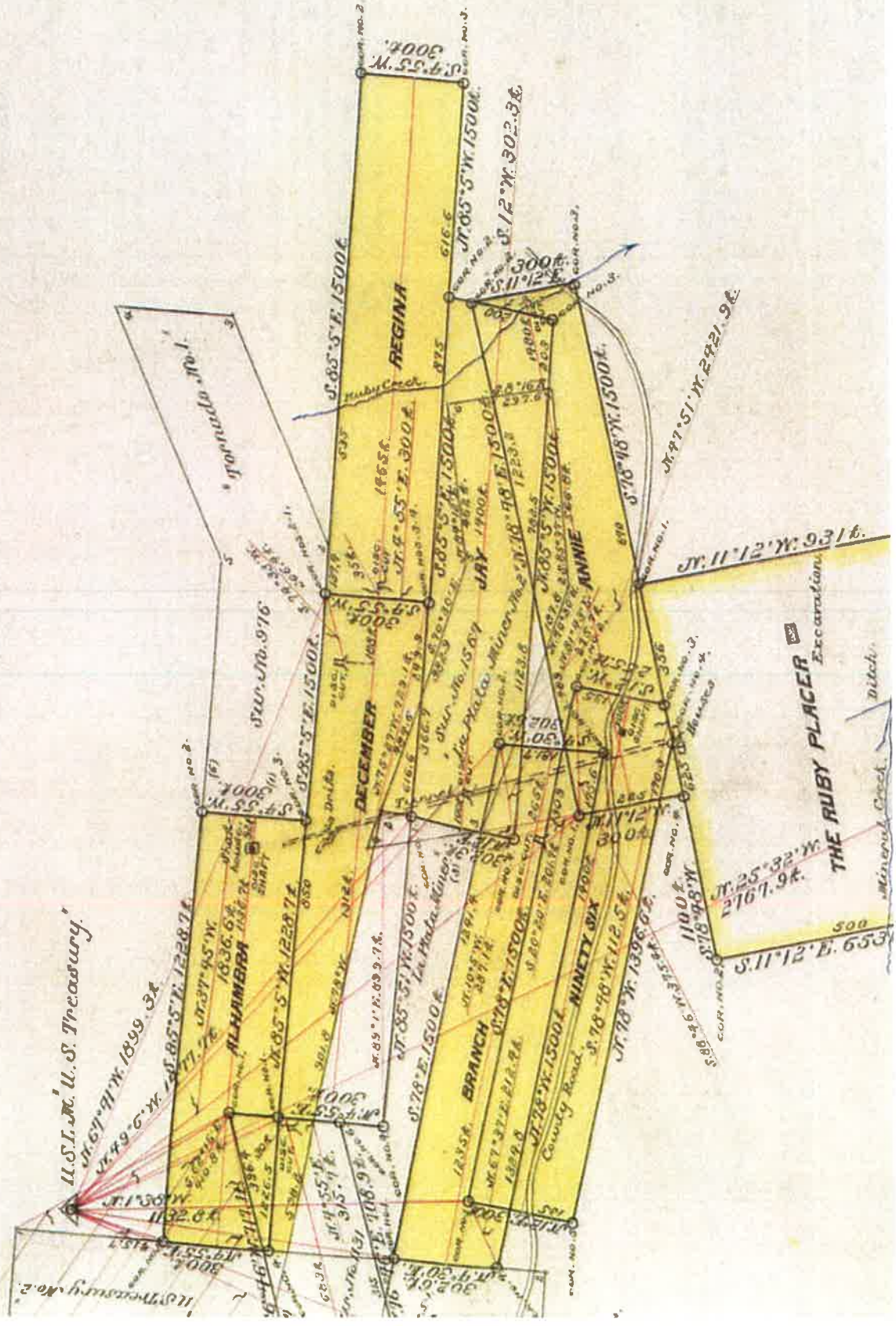
1904

U.S. Survey General for



To Head T. H. O. N. P. R.

U.S.I. & U.S. Treasury



THE RUBY PLACER Excavation

Mineral Creek Ditch

500

SURVEY No. 976.
Mineral District No. 7.

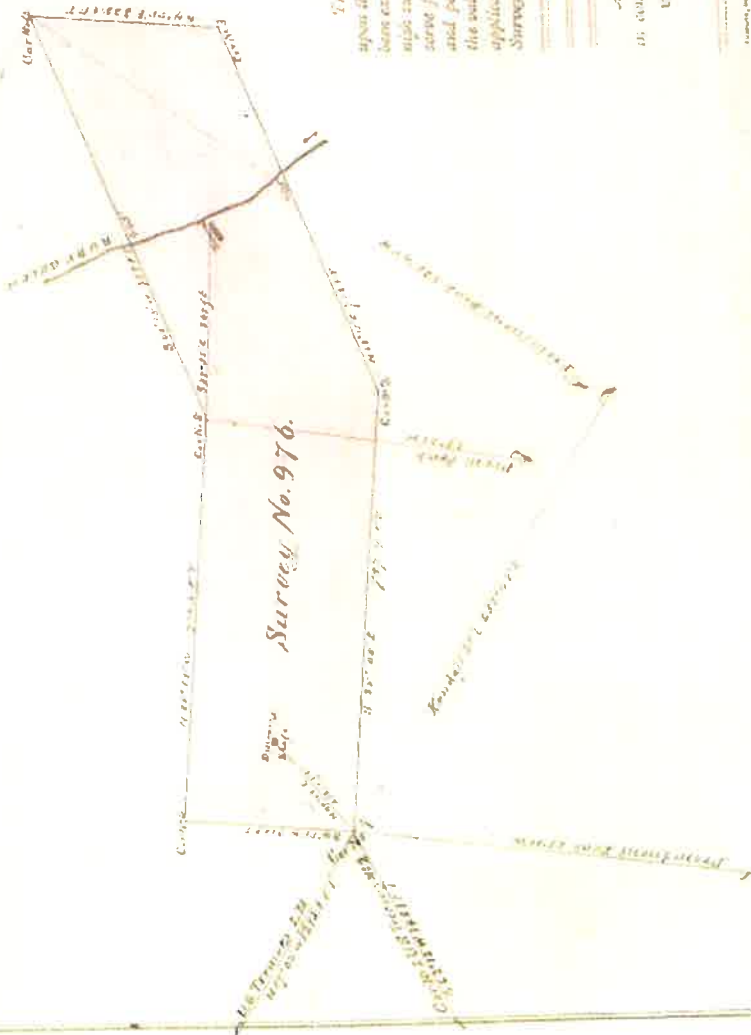
PLAN

ABEIE A. BOCK ET AL.,

TOPANADO No. 1, LOUDE
MINING DISTRICT SAN JUAN COUNTY COLORADO.

Surveyed by **Wm. Mauroe** U. S. Geologic Surveyor

Containing 10.37 Acres
Scale 300 Feet to an Inch
No. 17.50



The original Field Notes of the claim of *Abbie A. Bock et al.* upon the *Topanado No. 1* lode from which this Plan has been made, have been examined and approved, and are on file in this office. And I hereby certify that they furnish such an accurate description of said Mining Claim as well, if incorporated into a patent, as to fully identify the premises, and that such reference is made therein to actual objects and permanent monuments as will perpetuate and fix the locus thereof. I further certify that the value of the labor and improvements upon the said Mining Claim placed thereon by the applicant or his grantees, is not less than Five Hundred Dollars, as sworn to by the Deputy Surveyor, and that said improvement consist of *a. One Shaft and a Hoist.*

And I further certify that this is a correct Plan of said Mining Claim or premises, made in conformity with said original Field Notes of survey interest.

U. S. SURVEYOR GENERAL'S OFFICE,
DENVER, COLORADO.
Albert Johnson
Deputy Surveyor
1882

APPLICATION FOR LAND USE PERMIT

PROPOSED BOUNDARY LINE ADJUSTMENT

MS NO. 16941 ALHAMBRA

MS NO. 976 TORNADO NO. 1

RED MOUNTAIN MINING DISTRICT

SAN JUAN COUNTY, COLORADO

PROPERTY OWNER OF BOTH PROPERTIES – GREGG DONALDSON

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7. Certificates of 2020 Taxes Paid - Alhambra
8. Warranty Deed - Alhambra
9. Certificates of 2020 Taxes Paid – Tornado
10. Warranty Deed - Tornado
11. Survey Plat of Existing Properties Prepared by ITC Resources

LAND USE PERMIT
San Juan County, Colorado

Applicant: Gregg Donaldson	Permit No.
Address: 319 Willow Dr.	
City and State: Durango, CO 81301	Telephone: 970-317-2707

Description of Use:	I own 2 mining claims (Alhambra & Tornado) adjacent to each other. I desire to move the eastern boundary of the of the Alhambra to the middle of the Tornado. The Tornado claim is split in half by a very deep ravine and there is no access from the west half of the Tornado to the east half. As a result of the topography, it makes sense to incorporate the western half of the tornado with the Alhambra parcel. No new lots are being created.
---------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Dates and Times of Use:	
Location of Use:	

Areas of Concern: (Applicant should provide attachments for each relevant area)
(Land Use Administrator will initial approval if appropriate)

Property Ownership _____	Permission of Property Owner _____
Vicinity Map _____	Plans and Drawings _____
Natural Hazards _____	Zoning Compatibility _____
Sanitation _____	Environmental Impacts _____
Building Permit _____	Federal and/or State Permits _____
Security _____	Emergency Services _____
Parking _____	Insurance Coverage _____
Clean Up _____	County Road Impact _____
Other <u> X </u>	Other _____

Boundary Line Adjustment

Date Application Submitted: September 10, 2020	By: (Signature) <i>Gregg Donaldson</i>
Date Permit Issued:	By: (Signature)
Conditions:	
Acceptance of Conditions:	By: (Signature)

Vicinity Map

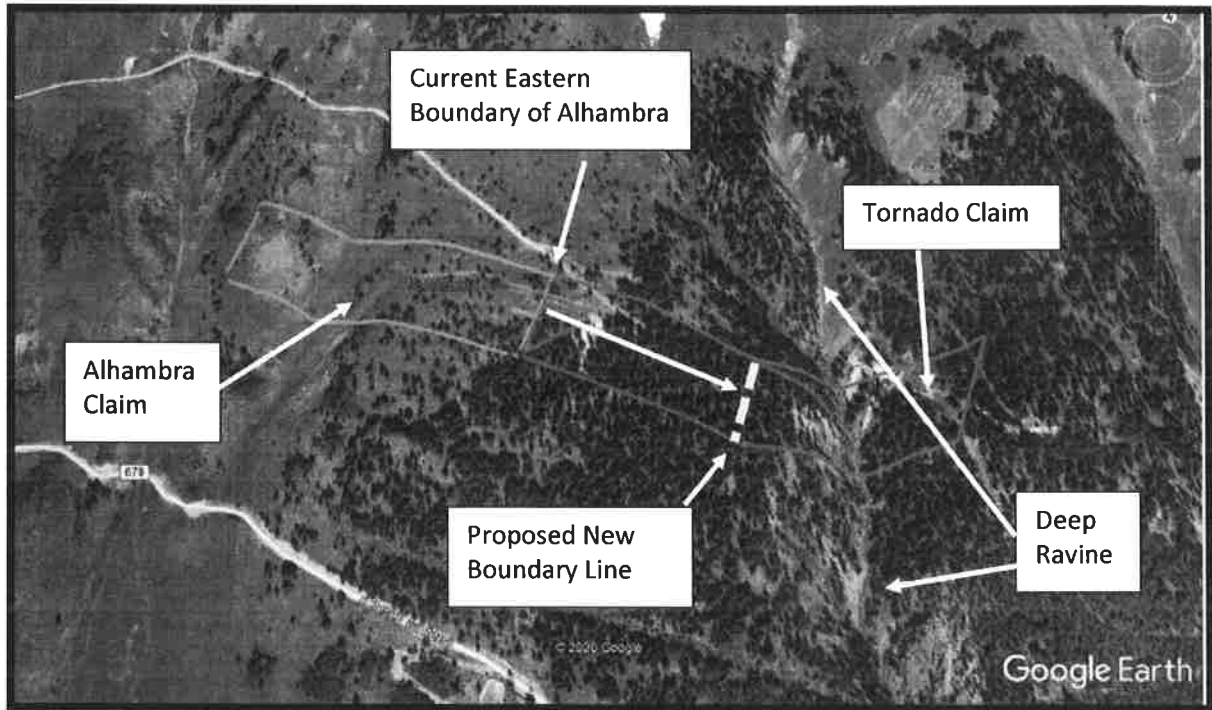


Project Narrative

Tornado Claim – San Juan County Parcel No. 47770330040016

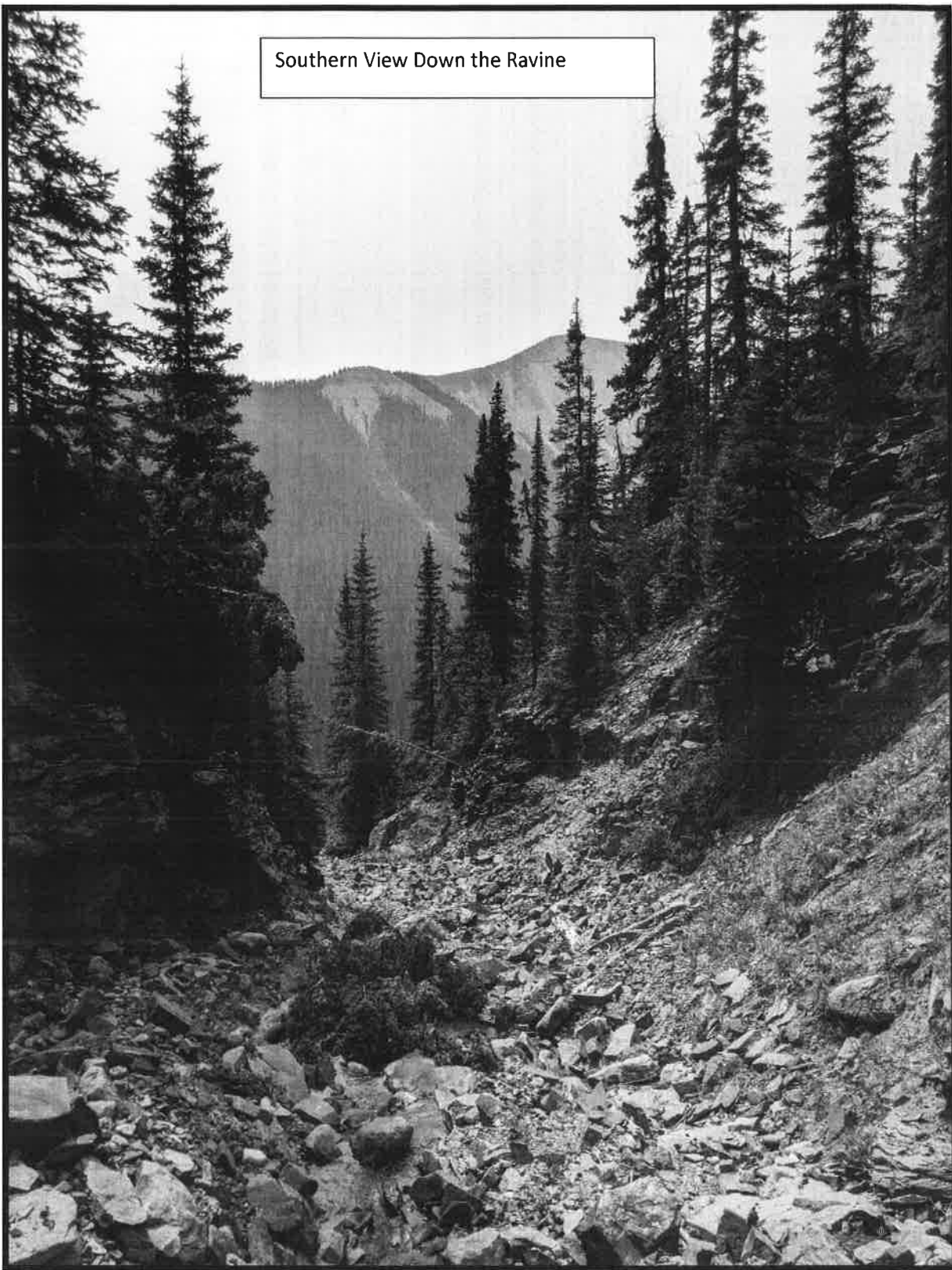
Alhambra Claim – San Juan County Parcel No. 47770330040002

The Tornado Claim is owned by Gregg Donaldson. The Alhambra Claim is located directly adjacent and to the west of the Tornado Claim. The Alhambra Claim is owned by Gregg Donaldson. The Tornado claim is split in half by a very deep ravine making the east side of the Tornado inaccessible from the west side of the Tornado. I would like to move the eastern boundary of the Alhambra to the middle of the Tornado. This movement makes complete sense from a topography and feasibility perspective. The resultant parcel acreage will be approximately 14.18 acres for the Alhambra and 5.46 acres for the Tornado. Both parcels have already been surveyed and I am the owner of both parcels.

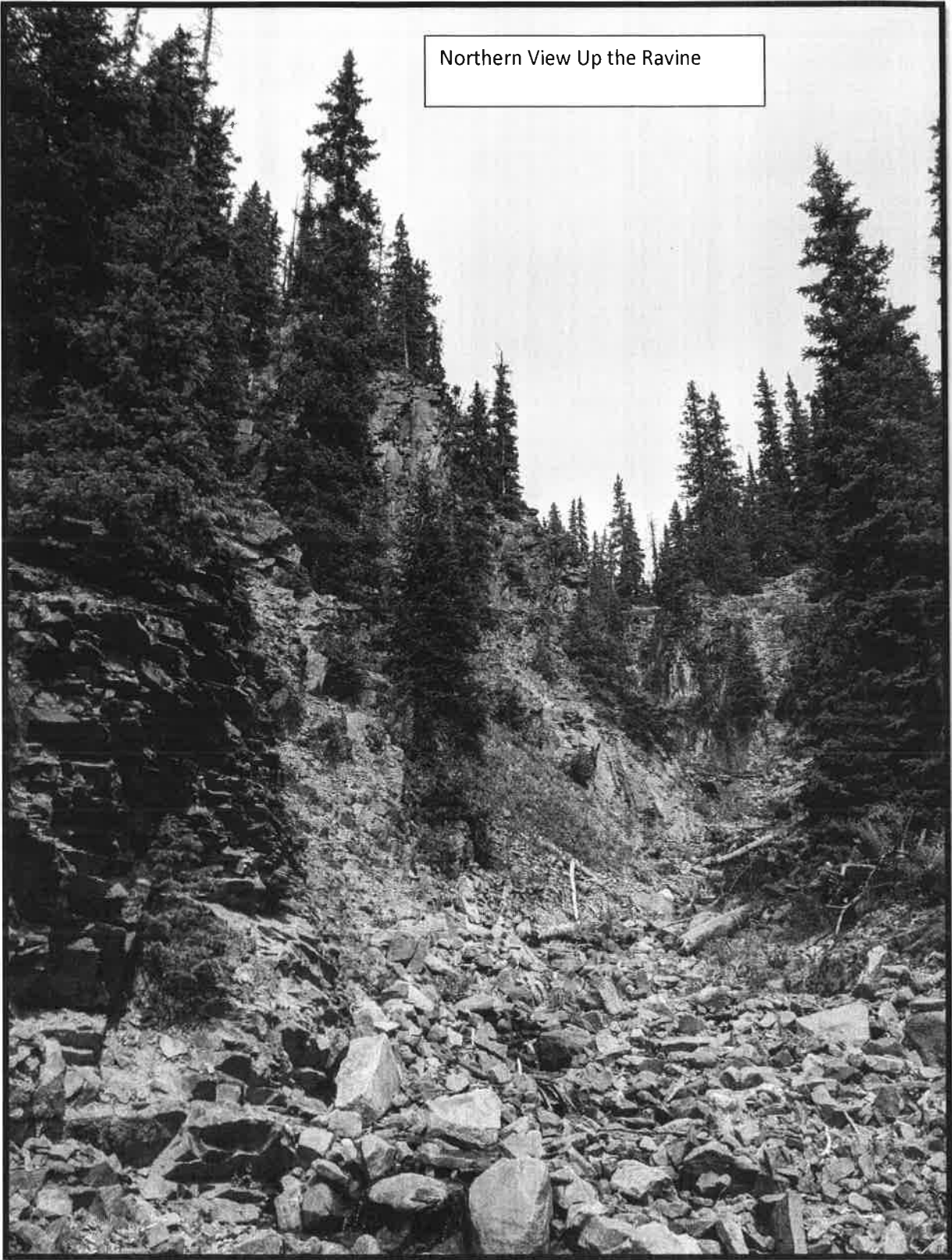


See attached pictures of the ravine splitting the Tornado in half.

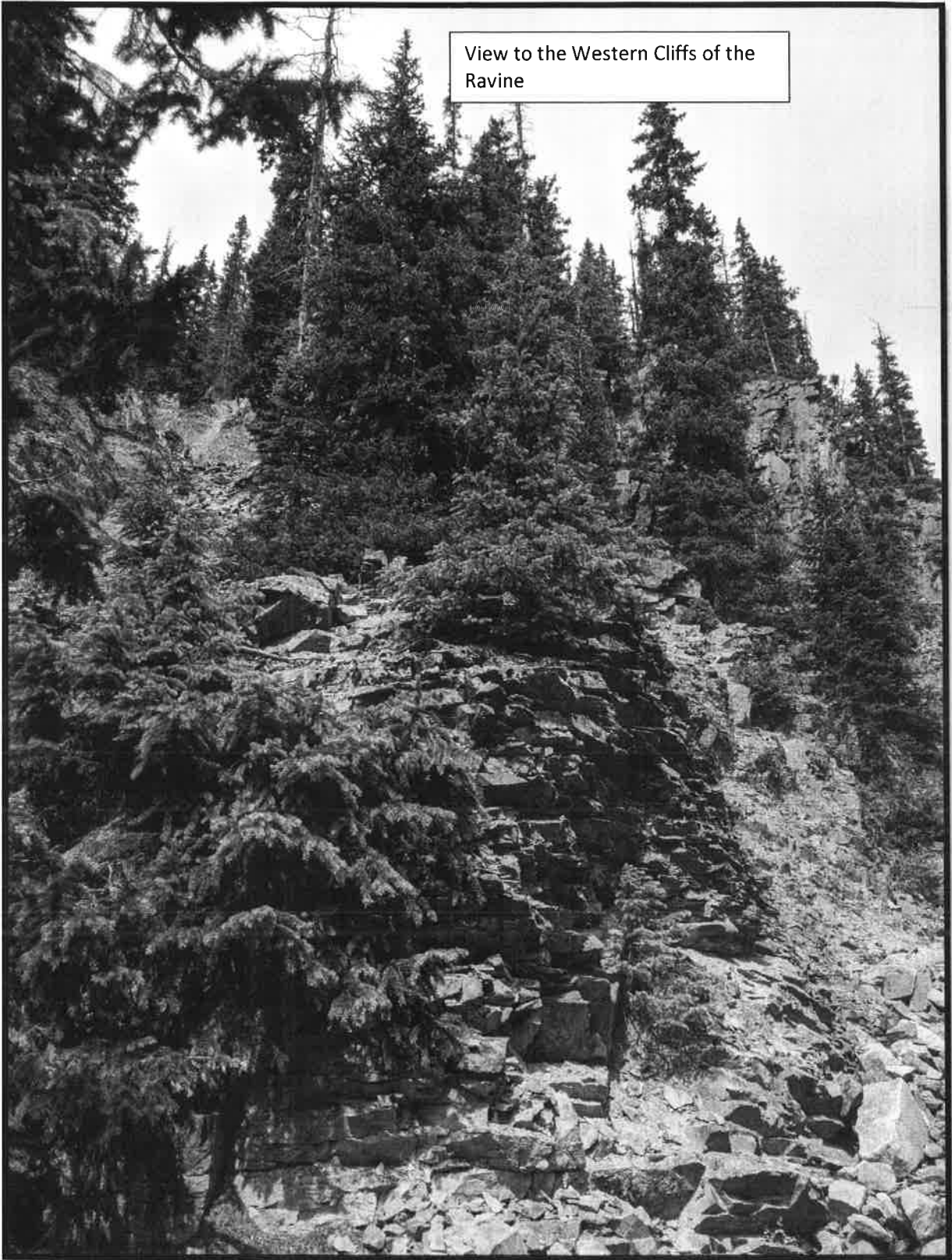
Southern View Down the Ravine



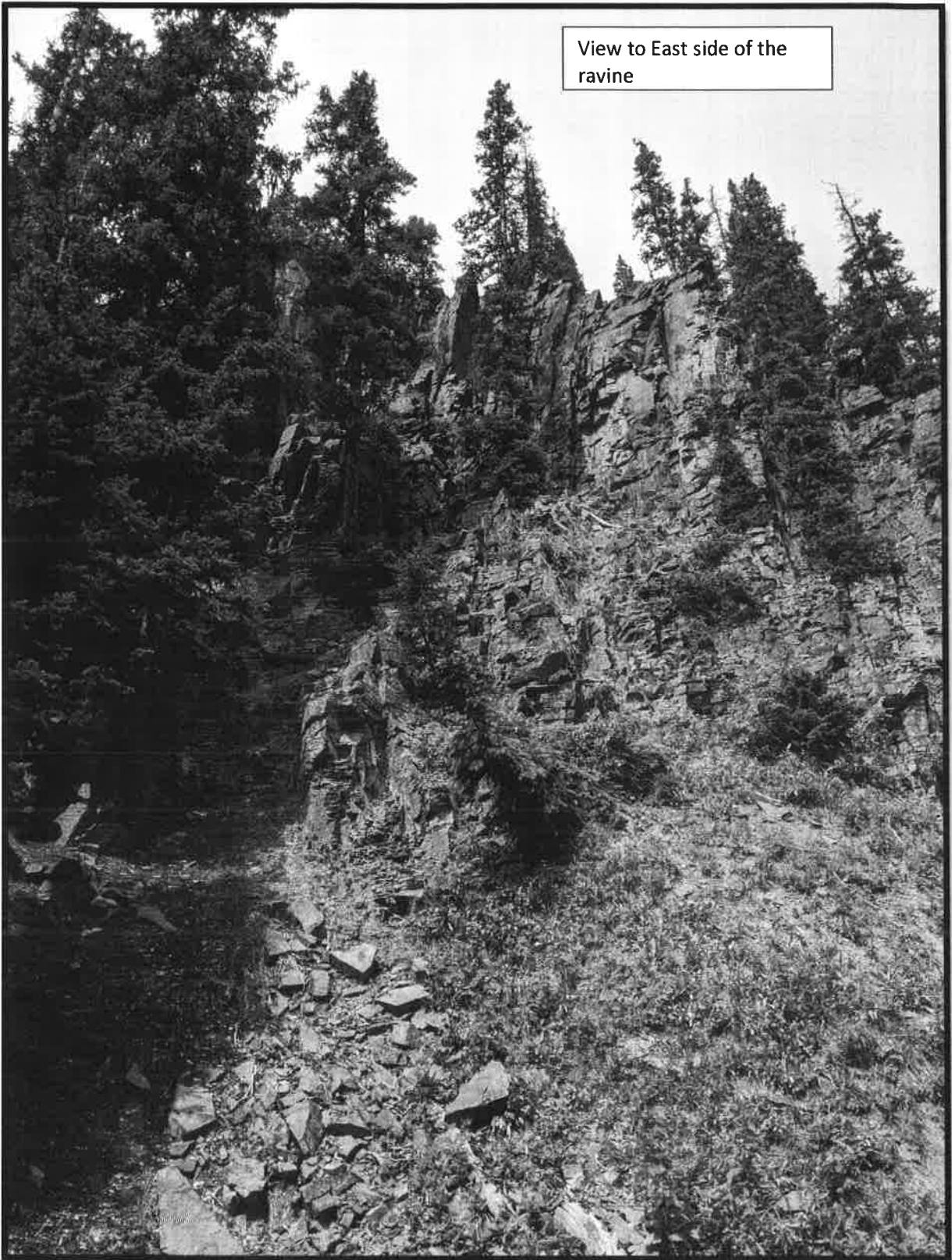
Northern View Up the Ravine



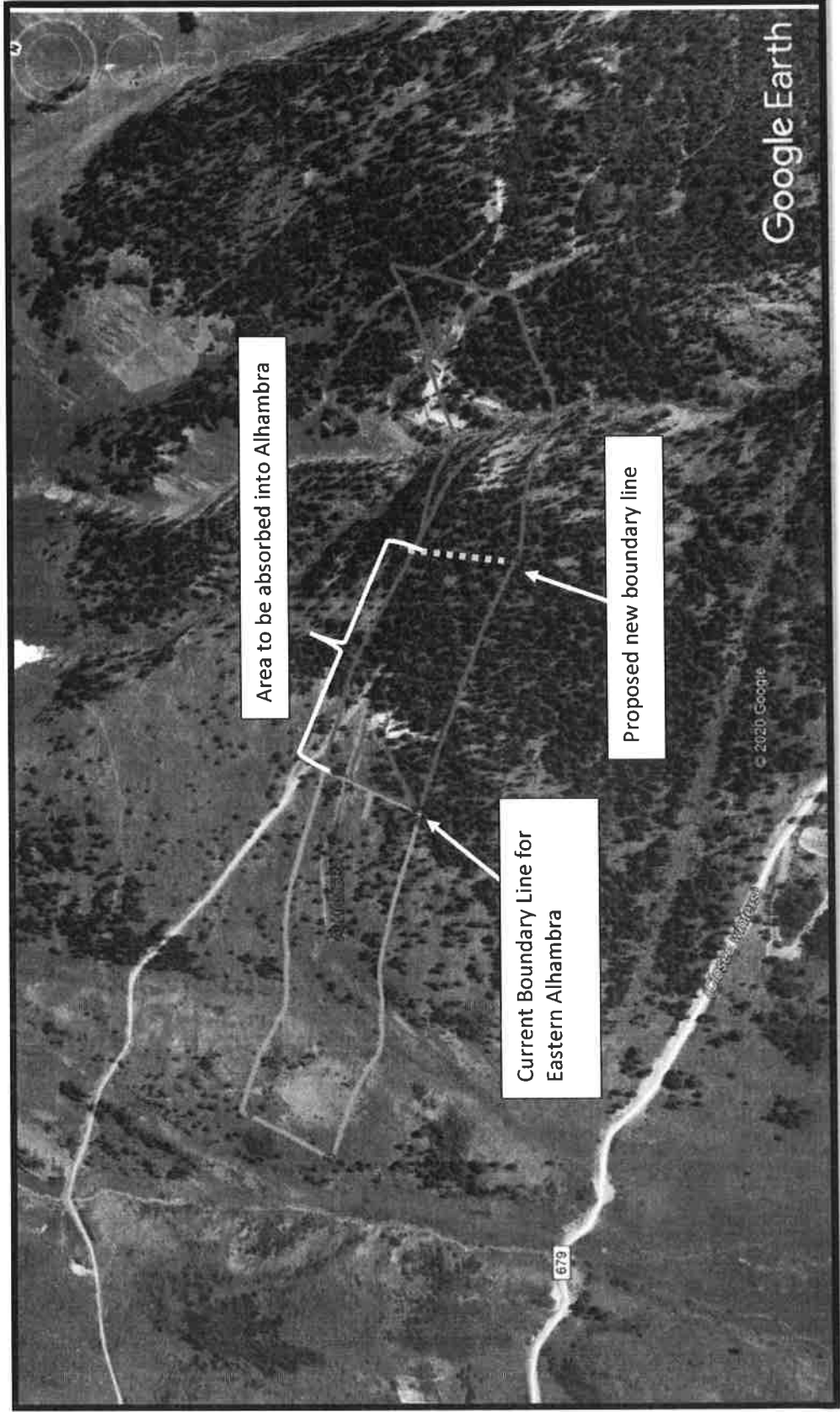
View to the Western Cliffs of the Ravine



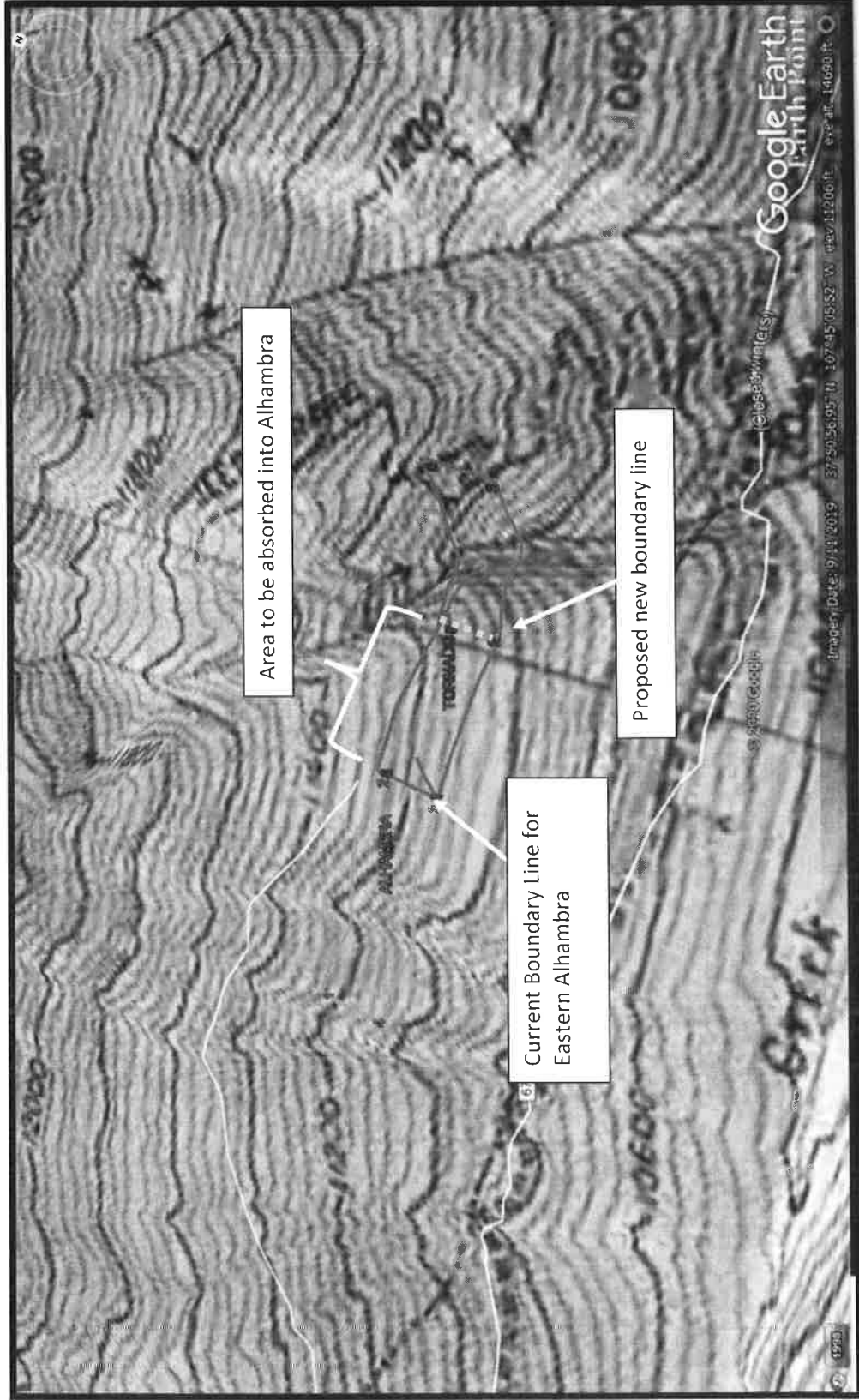
View to East side of the
ravine



Boundary Line Site Plan

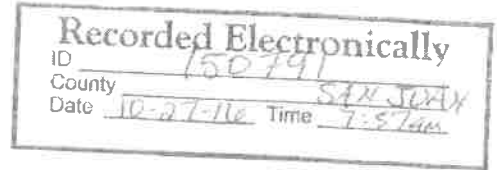


Boundary Line Site Plan with Topography



List of Land Owners within 1500 ft of Exterior Boundary Lines

1. San Juan National Forest
2. Gregg Donaldson
3. Cameron Adams
4. Robert DeJulio
5. John Joe & Valentin Trujillo



QUITCLAIM DEED

This QUITCLAIM DEED, is made as of the 24th day of October, 2016, by and between Silverton Land Corp., a Colorado corporation, whose address is P.O. Box is 3406, Boulder, CO 80307 (“**Grantor**”) and Ruby Basin Land Co. LLC, a Colorado limited liability company, whose address is 319 Willow Dr., Durango, CO 81301 (“**Grantee**”).

WITNESSETH, that Grantor for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and quitclaim unto Grantee, all of Grantor’s right, title and interest in and to that certain property more particularly described in Exhibit A attached hereto and by reference made a part hereof (the “**Property**”).

TOGETHER WITH all and singular the rights and appurtenances thereunto belonging or in any manner appertaining to the same, including but not limited to the following: the mines, minerals, lodes, ledges and veins within the lines of mining claims comprising the Property, their dips, spurs and extralateral rights; all minerals of every kind and character, whether base, precious, metallic, nonmetallic or otherwise, lying in, on or under the Property; all severed ore, and improvements which may be situated on the surface of or located within the Property; all water rights, rights-of-way, easements, permits, licenses, permissions and other authorizations affecting access to the Property or the right to conduct operations therein and thereon.

TO HAVE AND TO HOLD the Property conveyed and described in Exhibit A, with the appurtenances, unto Grantee and its successors and assigns forever.

This conveyance is subject to all easements, restrictions, reservations, and other matters of record as of the date hereof.

Grantor hereby covenants and agrees to execute and deliver to Grantee all such other and additional deeds, assignments and other instruments as may be necessary to more fully and effectively convey to Grantee the interests intended to be conveyed by this instrument, which covenant together with the representation made herein are intended to and shall survive the execution and delivery of this instrument.

IN WITNESS WHEREOF, Grantor has executed and delivered this Quitclaim Deed as of the day and year first above written.

GRANTOR
Silverton Land Corp.

By: David Tippit, President

Acknowledgements

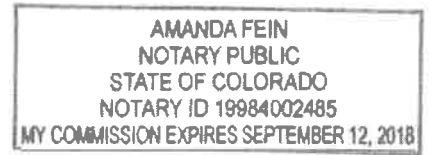
STATE OF Colorado)
) ss.
COUNTY OF Boulder)

This Quitclaim Deed was acknowledged before me, a notary public, on this 21st day of October, 2016, by DAVID TIPPIT who is personally known or has been identified to me to be the person whose name is subscribed to the above instrument, and is President of Silverton Land Corp.

Witness my hand and official seal.



Notary Public



My commission expires: _____

My Commission Expires 09/12/2018

EXHIBIT "A"

Alhambra Lode Mining Claim, MS 16941, as described in Patent recorded November 3, 1905 in Book A5 at page 361;

Tornado No. 1 Lode Mining Claim, MS 976, as described in Patent recorded April 12, 1905 in Book A5 at page 349;

**All in Red Mountain Mining District,
County of San Juan,
State of Colorado.**

QUITCLAIM DEED

This QUITCLAIM DEED, is made as of the 25th day of September 2017, by and between RUBY BASIN LAND CO. LLC, a Colorado limited liability company, whose address is 319 Willow Dr., Durango, CO 81301 (“Grantor”) and TORNADO LLC, a Colorado limited liability company, whose address is 319 Willow Dr., Durango, CO 81301 (“Grantee”).

WITNESSETH, that GRANTOR for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and quitclaim unto GRANTEE, all of GRANTOR’s right, title and interest in and to that certain property more fully described below and by this reference made a part hereof (the “Property”).

Property Description: 1 parcel identified as San Juan County, Colorado, parcel number 47770330040016, and legally described as the Tornado No. 1 Mining Claim, MS 976, as described in Patent recorded April 12, 1905 in Book A5 at page 349, Red Mountain Mining District, San Juan County, CO 81326

TOGETHER WITH all and singular the rights and appurtenances thereunto belonging or in any manner appertaining to the same, including but not limited to the following: the mines, minerals, lodes, ledges and veins within the lines of mining claims comprising the Property, their dips, spurs and extralateral rights; all minerals of every kind and character, whether base, precious, metallic, nonmetallic or otherwise, lying in, on or under the Property; all severed ore, and improvements which may be situated on the surface of or located within the Property; all rights-of-way, easements, permits, licenses, permissions and other authorizations affecting access to the Property or the right to conduct operations therein and thereon.

GRANTOR hereby retains a non-exclusive roadway, utility, and access easement not greater than sixty (60) feet in width, located along existing trails and tracks. This easement may be relocated and aligned by GRANTOR, provided that GRANTOR is solely responsible for all costs incurred in the relocation of such easement.

GRANTEE hereby assumes, and undertakes all liability and responsibility for, any obligations of GRANTOR arising under GRANTOR’s ownership of the Property.

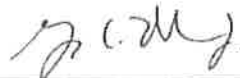
TO HAVE AND TO HOLD the Property above conveyed and described, with the appurtenances, unto GRANTEE and its successors and assigns forever.

This conveyance is subject to all easements, restrictions, reservations, and other matters of record as of the date hereof.

GRANTOR hereby covenants and agrees to execute and deliver to GRANTEE all such other and additional deeds, assignments and other instruments as may be necessary to more fully and effectively convey to GRANTEE the interests intended to be conveyed by this instrument, which covenant together with the representation made herein are intended to and shall survive the execution and delivery of this instrument.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this Quitclaim Deed as of the day and year first above written.

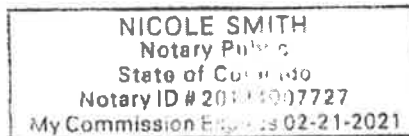
GRANTOR
Ruby Basin Land Co., LLC



By: Gregg Donaldson, Owner

Acknowledgements

STATE OF COLORADO)
) ss.
COUNTY OF LA PLATA)



This Quitclaim Deed was acknowledged before me, a notary public, on this 25 day of September, 2017, by GREGG DONALDSON, who is personally known or has been identified to me to be the person whose name is subscribed to the above instrument.

Witness my hand and official seal.


Notary Public

My commission expires: 2-21-2021

Hi Willy,

Here is my offer for the land swap with the county shop on Green St. I have not been able to get a copy of the property description from Kim, so this offer assumes the property lines shown below and is contingent on San Juan County providing a property description. Let me know if you have questions or want to discuss more. Hope you are well and appreciate your time and consideration.

Thanks,
Michelle

4 economic development lots in Silverton, CO

Parcel: 48291730320013

11th & CEMENT ST, BLOCK 32 LOTS 9-12.

\$100,000

100 hours of equipment time from Alpine Outdoor Living

2 year lease for 2 bays of shop, no sub-lease

In exchange for,

Schedule: 482917100041

Name(s): SAN JUAN COUNTY

Location Address: 1512 GREENE ST -

Mailing Address: PO BOX 466 SILVERTON CO 81433-0466

Location Information:

Neighborhood: 11 (SILVERTON AREA DEVELOPED)

Analysis Area: 215 **Tax District:** 112

Legal Description: STANLEY PLACER COUNTY SHOP AND GARAGE



Untitled Map

Write a description for your map.

Legend

BLOCK



Exhibit A

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$137,500.00	11-25-2020	11-25-2028	125315450		***	JAF	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor: SAN JUAN COUNTY
PO BOX 466
SILVERTON, CO 81433

Lender: CITIZENS STATE BANK
SILVERTON
1202 GREENE STREET
PO BOX 6
SILVERTON, CO 81433
(970) 387-5502

THIS COMMERCIAL SECURITY AGREEMENT dated November 25, 2020, is made and executed between SAN JUAN COUNTY ("Grantor") and CITIZENS STATE BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

2021 INTERNATIONAL HV207 SFA (VIN 3HAEETAR3ML434424)

In addition, the word "Collateral" also includes all the following:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the structure of the entity Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's principal residence; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except for vehicles, and except otherwise in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. If the Collateral is a vehicle, Grantor will keep the Collateral at those addresses except for routine travel. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Colorado, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least sixty (60) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Colorado Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's reasonable costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the reasonable costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SAN JUAN County, State of Colorado.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: 125315450

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Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means SAN JUAN COUNTY and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means SAN JUAN COUNTY.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means CITIZENS STATE BANK, its successors and assigns.

Note. The word "Note" means the Note dated November 25, 2020 and executed by SAN JUAN COUNTY in the principal amount of \$137,500.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 25, 2020.

GRANTOR:

SAN JUAN COUNTY

By: _____
PETER C MCKAY, CHAIRMAN OF BOCC OF SAN JUAN COUNTY
COMMISSIONERS of SAN JUAN COUNTY

State of Colorado
Joint Tenancy with Rights of Survivorship
Acknowledgement of Intent
 C.R.S. 38-11-101

Any Alteration or Erasure may Void this Document

To create joint tenancy with rights of survivorship, there must be specific language declaring such intent, signed under penalty of perjury in the second degree by all owners. This form is only applicable to multiple owners.

Joint Tenancy with rights of Survivorship is defined as: A form of legal co-ownership of property (also known as survivorship). At the death of one co-owner, the surviving co-owner becomes sole owner of the property. Transfer of ownership requires copy of death certificate and signature of survivor.

Tenancy in Common is defined as: The equal or unequal holding of property by two or more persons. At the death of one co-owner, the deceased share of the property goes to his/her estate and is to be divided according to his/her will or the law in the absence of a will. Transfer of ownership requires documents appointing a personal representative for the decedent.

Vehicle Identification Number 3HAEETAR3ML434424	Year 2021	Make INTERNATIONAL	Model HV207 SFA
If any owner chooses Tenancy in Common or if neither box is checked; the Colorado Certificate of Title will be issued as Tenancy in Common.			
O w n e r	I _____ (print name) request the Colorado Certificate of Title for the Vehicle described above be issued in:		
	<input type="checkbox"/> Joint Tenancy With Rights of Survivorship <input type="checkbox"/> Tenancy in Common		
O n e	Per C.R.S. 42-6-116; I certify under penalty of perjury in the second degree that the above information is true and correct to the best of my knowledge.		
	Owners Signature	Date	
O w n e r	I _____ (print name) request the Colorado Certificate of Title for the Vehicle described above be issued in:		
	<input type="checkbox"/> Joint Tenancy With Rights of Survivorship <input type="checkbox"/> Tenancy in Common		
T w o	Per C.R.S. 42-6-116; I certify under penalty of perjury in the second degree that the above information is true and correct to the best of my knowledge.		
	Owners Signature	Date	
O w n e r	I _____ (print name) request the Colorado Certificate of Title for the Vehicle described above be issued in:		
	<input type="checkbox"/> Joint Tenancy With Rights of Survivorship <input type="checkbox"/> Tenancy in Common		
T h r e e	Per C.R.S. 42-6-116; I certify under penalty of perjury in the second degree that the above information is true and correct to the best of my knowledge.		
	Owners Signature	Date	
O w n e r	I _____ (print name) request the Colorado Certificate of Title for the Vehicle described above be issued in:		
	<input type="checkbox"/> Joint Tenancy With Rights of Survivorship <input type="checkbox"/> Tenancy in Common		
F o u r	Per C.R.S. 42-6-116; I certify under penalty of perjury in the second degree that the above information is true and correct to the best of my knowledge.		
	Owners Signature	Date	

Application For Title and/or Registration
C.R.S. 42-3-105, 42-3-304(25)(c), 42-6-107, 42-6-116, 42-6-117
 Any Alteration or Erasure may Void this Document

Vehicle Identification Number (VIN) 3 H A E E T A R 3 M L 4 3 4 4 2 4										Fuel Type*: Diesel	
										*If electric, is it plug-in electric? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Year 2021	Make International	Body	Model HV207 SFA	Color	CWT	Off-Highway Vehicle <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Snowmobile <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		INTERNATIONAL	
Dealer #	Date Purchased	Commercial Use <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		MSRP	Size (W x L)		Bus Cap. <input type="checkbox"/> Adult <input type="checkbox"/> Juvenile				
Legal Name(s) as it Appears on Identification* and Address of Owner(s) or Entity SAN JUAN COUNTY PO BOX 466 SILVERTON, CO 81433 * <input type="checkbox"/> DR 2421 Attached					Lease Buy-Out <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Legal Name(s) as it Appears on Identification and Physical Address of Lessee Indicate Alternate Address Here if The Registration Renewal Should be Sent to a Different Address				
First Lienholder Name and Address or ELT E- Number CITIZENS STATE BANK 1202 GREENE STREET PO BOX 6 SILVERTON, CO 81433					Second Lienholder Name and Address**						
Lien Amount 137,500.00					Lien Amount						
Indicate Alternate Address Here if The Title Should be Sent to a Different Lienholder Address					Indicate Alternate Address Here if The Title Should be Sent to a Different Lienholder Address						
<p>*DR 2421 Statement of One in the Same is required when the owner's name on the Secure and Verifiable ID differs from the owner's name on the application/title. **If more than two lienholders, please attach separate documentation.</p> <p>Motor vehicle insurance or operator's coverage is compulsory in the State of Colorado. Proof of insurance is required prior to issuance of a registration. Non-compliance with this requirement is a misdemeanor traffic offense. Pursuant to 42-4-1409, C.R.S., the penalties for failure to have motor vehicle insurance coverage is a Class 1 Misdemeanor Traffic Offense punishable by a mandatory minimum ten days imprisonment, or three hundred dollar fine, or both or a mandatory maximum one year imprisonment, or one thousand dollar fine, or both shall be imposed by section 42-4-1701(3)(a)(II)(A), C.R.S.; and</p> <p>a. A minimum mandatory fine of not less than five hundred dollars or greater if imposed by the court; and</p> <p>b. At the discretion of the court, not less than forty hours of community service, subject to the provisions of section 18-1.3-507, C.R.S.</p> <p>c. A second or subsequent conviction within a period of five years following a prior conviction, a minimum mandatory fine of not less than one thousand dollars.</p> <p><u>After obtaining a registration, you will be required to sign an affirmation clause indicating compliance with insurance requirements.</u> Unless a person waives his or her confidentiality, the information contained in the person's motor vehicle record shall not be used for any purpose other than a purpose authorized by law, pursuant to C.R.S. 42-2-121 (4)(a).</p> <p>I certify, under penalty of perjury in the second degree, that the above information is true and accurate to the best of my knowledge.</p>											
Owner or Agent Signature										Date	
Printed name of Owner/Agent as it appears on Identification:											
Secure and Verifiable ID of Owner/Agent: <input type="checkbox"/> Colorado DL <input type="checkbox"/> Colorado ID <input type="checkbox"/> Other:											
ID#				Expires				DOB			
The undersigned witness affirms that the named owner of the vehicle identified in this document presented the identification described above.											
Witness Signature										Date	
County Use Only (Dealers/Lienholders: Do Not Write Below this Line)											
Previous Title Number					Title Number						
Date Accepted	Purchase Price	Odometer Reading & Indicator			GVWR	Fleet #		Unit #			
First Lienholder #					Second Lienholder #						
Lien File No.	Lien Amount	Maturity Date	Date of Lien		Lien File No.	Lien Amount	Maturity Date	Date of Lien			
Taxes Paid:					Filing Fees:						
Additional Comments:											
										Clerks Initials _____	

AMORTIZATION SCHEDULE

Principal \$137,500.00	Loan Date 11-25-2020	Maturity 11-25-2028	Loan No 125315450	Call / Coll	Account ***	Officer JAF	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SAN JUAN COUNTY
PO BOX 466
SILVERTON, CO 81433

Lender: CITIZENS STATE BANK
SILVERTON
1202 GREENE STREET
PO BOX 6
SILVERTON, CO 81433
(970) 387-5502

Disbursement Date: November 25, 2020
Interest Rate: 3.150

Repayment Schedule: Installment
Calculation Method: 365/365 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	11-25-2021	19,713.06	4,331.25	15,381.81	122,118.19
2	11-25-2022	19,713.06	3,846.72	15,866.34	106,251.85
3	11-25-2023	19,713.06	3,346.93	16,366.13	89,885.72
4	11-25-2024	19,713.06	2,839.16	16,873.90	73,011.82
5	11-25-2025	19,713.06	2,299.87	17,413.19	55,598.63
6	11-25-2026	19,713.06	1,751.36	17,961.70	37,636.93
7	11-25-2027	19,713.06	1,185.56	18,527.50	19,109.43
8	11-25-2028	19,713.03	603.60	19,109.43	0.00
TOTALS:		157,704.45	20,204.45	137,500.00	

NOTICE: This is an estimated lease amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO

	Beginning Balance	Revenue	Expenditures	Ending Balance
Total General Operation	733,928	2,479,546.02	1,860,921.87	1,352,552
Road & Bridge Operation	441,282	460,252.58	351,443.32	550,092
Contingency	54,555	0.00	0.00	54,555
TABOR Emergency	30,000	0.00	0.00	30,000
Social Services	79,589	117,783.89	121,726.92	75,646
Conservation Trust	9,133	560.76	25.99	9,667
County Lodging Tax	198,043	47,227.73	80,000.00	165,271
Emergency Services Fund	690,330	450,220.92	705,531.85	435,019
Anvil Mountain Housing	134,739	112,088.64	113,217.06	133,610
Noxious Weed Management	1,988	0.00	0.00	1,988
Escrow Accounts (Below)	750,374	259.41	0.00	750,633
TOTAL	3,123,961	3,667,939.95	3,232,867.01	3,559,033

ESCROW ACCOUNTS	Balance	Revenue	Expenditures	Balance
Ambulance	52,078	5.54	0.00	52,083
Fire Department	145,009	15.96	0.00	145,025
Sheriff's Vehicle	43,035	1.82	0.00	43,037
Computer Equipment	4,043	1.11	0.00	4,044
Clerk's Computer Equipment	2,889	80.00	0.00	2,969
Courthouse	63,018	94.41	0.00	63,113
Assessor/Treasurer	3,091	1.57	0.00	3,093
Historical Archives	328	0.53	0.00	328
Workforce Housing	2,477	3.87	0.00	2,481
Land Use Fund	50,174	6.98	0.00	50,181
Emergency Preparedness	2,157	1.80	0.00	2,158
Secure Rural Schools	125,648	0.00	0.00	125,648
Gravel	144,421	2.50	0.00	144,423
County Barn	35,088	11.61	0.00	35,099
Road Equipment	13,006	12.42	0.00	144,433
LOST 4-Wheelers	3,862	0.83	0.00	35,089
CR 2 and 110 Asphalt Maintenance	60,051	18.46	0.00	60,069
CDOT Contract (110A & B)	0	0.00	0.00	0
TOTAL	750,374	259.41	0.00	750,633

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

FUND REVENUE

	Budget	October	Year to Date	83% of Year % of Budget
General Operation	1,763,339	109,235.64	2,061,859.92	117%
General Operation Grants	1,165,346	0.00	417,686.10	36%
General Operation Total	2,928,685	109,235.64	2,479,546.02	85%
Road & Bridge Operation	596,700	36,040.09	460,252.58	77%
Emergency Services Fund	730,927	108,852.60	450,220.92	62%
Contingency	0	0.00	0.00	0%
County Lodging Tax	101,000	780.48	47,227.73	47%
Conservation Trust	740	1.61	560.76	76%
TABOR Emergency	0	0.00	0.00	0%
Noxious Weed Management	0	0.00	0.00	0%
Social Services	187,638	10,801.98	117,783.89	63%
Anvil Mountain Workforce Housing	279,000	11,467.02	112,088.64	40%
Escrow Accounts (Below)	239,000	259.41	8,145.64	3%
TOTAL	5,063,690	277,438.83	3,675,826.18	73%

Escrow Accounts	Budget	October	Year to Date	
Ambulance	10,000	5.54	238.46	2%
Fire Department	34,500	15.96	687.13	2%
Sheriff's Vehicle	10,000	1.82	78.47	1%
Search and Rescue	5,000	0.00	0.00	0%
Computer Equipment	0	1.11	47.92	0%
Clerk's Technology Fund	500	80.00	418.40	84%
Courthouse	10,000	94.41	4,067.49	41%
Assessor/Treasurer	0	1.57	67.48	0%
Historical Archives	0	0.53	23.00	0%
Workforce Housing	25,000	3.87	166.45	1%
Land Use Fund	5,000	6.98	300.46	6%
Emergency Preparedness	0	1.80	77.46	0%
Gravel	20,000	2.50	107.72	1%
Secure Rural Schools	0	0.00	0.00	0%
	120,000	216.09	6,280.44	5%
Road Equipment	88,000	12.42	534.37	1%
County Barn	21,000	11.61	499.67	2%
LOST 4-Wheelers	0	0.83	36.30	0%
CR 2 and 110 Asphalt Maintenance	10,000	18.46	794.86	8%
CDOT Contract (110A & B)	0	0.00	0.00	0%
	119,000	43.32	1,865.20	2%
TOTAL	239,000	259.41	8,145.64	3%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

GENERAL FUND REVENUE

	Budget	October	83% of Year Year to Date % of Budget
P.I.L.T.	0	0.00	0.00 0%
S.R.S.	0	0.00	0.00 0%
Cigarette Tax	250	26.36	256.10 102%
Town Contract - Sheriff	262,631	0.00	224,260.90 85%
USFS Contract - Sheriff	4,000	0.00	4,619.70 115%
BLM Contract - Sheriff	10,000	10,000.00	10,000.00 100%
Social Services	22,000	2,132.65	22,145.55 101%
S.O. Tax A, B, C, F	82,000	5,719.32	67,784.35 83%
Sales Tax	150,000	18,734.72	147,147.18 98%
Liquor Licenses	3,000	0.00	250.00 8%
Building Permits / Fees	0	0.00	0.00 0%
Land Use Fees	5,000	350.00	5,190.00 104%
Subdivision Fees	0	0.00	0.00 0%
Workforce Housing Fees	0	0.00	0.00 0%
Sheriff's Fees/Fines	500	0.00	0.00 0%
Clerk's Fees	31,000	7,210.41	40,111.44 129%
Treasurer's Fees	86,000	3,146.16	76,771.34 89%
Health Dept. Grants & Fees	100,000	50,360.45	224,309.57 224%
Copies - Maps - etc.	200	0.00	0.00 0%
Investment Income	17,000	218.97	9,433.92 55%
Courthouse Rent	2,500	0.00	0.00 0%
Hospital Building Rent	1,200	0.00	0.00 0%
Advertise/Overbids	4,000	60.00	569.00 14%
IGA with Town of Silverton	9,641	0.00	14,059.00 146%
Road & Bridge Administration	0	0.00	0.00 0%
Property Tax	896,817	10,402.15	853,737.94 95%
Delinquent Tax + Interest	5,000	609.55	4,609.90 92%
Preschool Rent	6,000	0.00	3,000.00 50%
Fire Authority Reimbursement	6,000	0.00	5,926.00 0%
Mineral Lease	25,000	0.00	56,718.42 227%
Election Reimburse	1,100	0.00	7,878.53 716%
Alpine Ranger	7,500	0.00	0.00 0%
Excise Tax	5,000	220.00	1,671.10 33%
Veterans	5,000	0.00	7,350.00 147%
Miscellaneous Revenue	15,000	44.90	274,059.98 1827%
Sub-Total	1,763,339	109,235.64	2,061,859.92 117%
Ambulance Grant	180,000	0.00	0.00 0%
SHF - Hospital Building	49,000	0.00	0.00 0%
Emergency Management	14,000	0.00	18,350.00 131%
DOLA Courthouse	167,537	0.00	0.00 0%
SHF Courthouse	100,000	0.00	0.00 0%
Housing Solutions CDBG	185,000	0.00	80,742.40 44%
CDPHE Communication Liaison	57,309	0.00	30,000.00 52%
Underfunded Courthouse Grant	120,000	0.00	0.00 0%
DOLA Fire Truck	267,500	0.00	0.00 0%
Software	0	0.00	34,617.90 0%
Other Grants	25,000	0.00	253,975.80 1016%
Sub-Total	1,165,346	0.00	417,686.10 36%
TOTAL	2,928,685	109,235.64	2,479,546.02 85%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

ROAD & BRIDGE FUND REVENUE

	Budget	October	Year to Date	83% of Year % of Budget
P.I.L.T.	93,000	0.00	98,113.00	105%
Forest Reserve	89,000	0.00	54,381.98	61%
Highway Users Tax	390,000	35,820.64	286,795.74	74%
S.O. Tax A, B, C, F	1,100	78.36	928.70	84%
Refunds	3,000	0.00	4,622.95	154%
Sale of Assets	0	0.00	0.00	0%
Magnesium Chloride (USFS)	0	0.00	0.00	0%
CORE Mountain Fee	6,000	0.00	0.00	0%
EPA COOP Agreement	0	0.00	0.00	0%
Title II SRS	0	0.00	0.00	0%
Miscellaneous	2,500	0.00	3,862.00	154%
Sub-Total	584,600	35,899.00	448,704.37	77%
Property Tax	12,000	133.22	11,490.96	96%
Delinquent Tax and Interest	100	7.87	57.25	57%
TOTAL	596,700	36,040.09	460,252.58	77%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

FUND EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
General Operation Total	3,132,395	169,752.99	1,860,921.87	59%
General Operation	1,831,876	147,735.28	1,458,185.62	80%
General Operation Grants	1,056,037	19,496.04	345,693.58	33%
Road & Bridge Operation	603,200	27,564.79	351,443.32	58%
Emergency Services Fund	839,550	0.00	705,531.85	84%
Contingency	10,000	0.00	0.00	0%
County Lodging Tax	100,000	20,000.00	80,000.00	80%
Conservation Trust	6,000	0.00	25.99	0%
Noxious Weed Management	1,988	0.00	0.00	0%
TABOR Emergency	0	0.00	0.00	0%
Social Services	203,900	24,792.71	121,726.92	60%
Anvil Mountain Workforce Housing	116,500	8,173.45	113,217.06	97%
Escrow Accounts (Below)	262,000	0.00	0.00	0%
TOTAL	5,275,533	250,283.94	3,232,867.01	61%

Escrow Accounts	Budget	October	Year to Date	
Ambulance	0	0.00	0.00	0%
Fire Department	115,000	0.00	0.00	0%
Sheriff's Vehicle	0	0.00	0.00	0%
Computer Equipment	0	0.00	0.00	0%
Clerk's Technology Fund	0	0.00	0.00	0%
Courthouse	10,000	0.00	0.00	0%
Assessor/Treasurer	0	0.00	0.00	0%
Historical Archives	0	0.00	0.00	0%
Workforce Housing	0	0.00	0.00	0%
Land Use Fund	0	0.00	0.00	0%
Emergency Preparedness	0	0.00	0.00	0%
Gravel	0	0.00	0.00	0%
Secure Rural School	0	0.00	0.00	0%
	<hr/>			
	125,000	0.00	0.00	0%
County Barn	21,000	0.00	0.00	0%
Road Equipment	116,000	0.00	0.00	0%
LOST 4-Wheelers	0	0.00	0.00	0%
CR 2 and 110 Asphalt Maintenance	0	0.00	0.00	0%
CDOT Contract (110A & B)	0	0.00	0.00	0%
	<hr/>			
	137,000	0	0	0%
TOTAL	262,000	0.00	0.00	0%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

GENERAL FUND - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
Administrator	125,000	9,627.58	99,237.93	79%
Ambulance	86,400	0.00	64,800.00	75%
Assessor	150,700	12,288.19	134,500.01	89%
Clerk & Recorder	129,744	9,886.10	118,564.86	91%
Commissioners	125,500	10,717.60	100,946.25	80%
Coroner	27,118	4,009.84	17,425.19	64%
County Attorney	47,000	2,297.50	28,154.50	60%
Custodian	95,000	5,739.25	91,191.79	96%
District Attorney	23,496	0.00	9,838.00	42%
Elections	5,000	2,404.75	15,677.57	314%
Fire Department	45,082	0.00	25,179.00	0%
Health Dept.	132,600	27,472.17	156,599.56	118%
Intergovernment	161,700	4,616.39	100,776.46	62%
Jail	25,000	65.00	2,340.00	9%
Office of Emergency Preparedness	67,988	10,548.07	103,898.89	153%
Sheriff	448,800	37,648.92	275,806.49	61%
Surveyor	2,500	0.00	0.00	0%
Treasurer	117,250	9,479.22	109,187.14	93%
Veterans Officer	998	86.46	860.39	86%
Miscellaneous	15,000	848.24	3,201.59	21%
Sub-Total	1,831,876	147,735.28	1,458,185.62	80%
Grants	1,056,037	19,496.04	345,693.58	33%
Sub-Total	2,887,913	167,231.32	1,803,879.20	62%
Treasurer's Fees	52,000	2,521.67	57,042.67	110%
Transfer to Escrow	71,000	0.00	0.00	0%
Transfer to Emergency Fund	121,482	0.00	0.00	0%
Sub-Total	3,132,395	169,752.99	1,860,921.87	59%
Escrow Expenditures	295,000	0.00	0.00	0%
TOTAL	3,427,395	0.00	1,860,921.87	54%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

AMBULANCE - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
Ambulance Association	86,400.00	0.00	64,800.00	75%
TOTAL	86,400.00	0.00	64,800.00	75%
EMS Sales Tax	375,000.00	0.00	344,999.97	92%
Escrow	10,000.00	0.00	0.00	0%
	<hr/> 471,400.00	<hr/> 0.00	<hr/> 409,799.97	<hr/> 87%

FIRE - EXPENDITURES

	Budget	October	Year to Date	
Fire Authority	35,082.00	0.00	25,179.00	72%
Truck Payment	0.00	0.00	0.00	0%
Fireman's Pension	10,000.00			0%
TOTAL	45,082.00	0.00	25,179.00	56%
EMS Sales Tax				
Building Lease Purchase	25,678.00	0.00	12,838.70	50%
Building Maintenance & Operation	8,000.00	0.00	6,179.96	77%
Insurance	5,000.00	0.00	0.00	0%
Escrow	20,000.00	0.00	0.00	0%
	<hr/> 103,760.00	<hr/> 0.00	<hr/> 44,197.66	<hr/> 43%
Emergency Services Other	56,000.00	0.00	341,513.22	610%
Total Emergency Service	567,660.00	0.00	795,510.85	140%
Emergency Service Sales Tax	509,678.00	0.00	705,531.85	138%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

ADMINISTRATOR - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
Personnel	118,823	9,482.46	97,105.58	82%
Supplies	500	12.99	382.42	76%
Telephone/Internet	1,100	132.13	847.61	77%
Postage	50	0.00	0.00	0%
Travel	3,000	0.00	802.32	27%
Training	1,000	0.00	0.00	0%
Electronic Equipment	0	0.00	0.00	0%
Equipment Repair/Maint.	0	0.00	0.00	0%
Subscription - Dues	100	0.00	100.00	100%
Miscellaneous	427	0.00	0.00	0%
TOTAL	125,000	9,627.58	99,237.93	79%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

CLERK & RECORDER - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
Personnel	102,721	9,766.69	92,832.69	90%
Supplies	1,500	0.00	2,107.16	140%
Telephone/Internet	100	0.00	0.00	0%
Postage	1,500	0.00	140.47	9%
Printing	500	27.91	355.38	71%
Travel - Training	1,000	0.00	226.96	23%
Dues - Meetings	800	0.00	796.95	100%
Recording Service and Maintenance	7,000	0.00	6,900.00	99%
Recorder's Equipment Replacement	14,325	0.00	14,445.00	101%
Miscellaneous	298	91.50	760.25	255%
TOTAL	129,744	9,886.10	118,564.86	91%

ELECTIONS - EXPENDITURES

TOTAL	5,000	2,404.75	15,677.57	314%
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**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

ASSESSOR - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
Personnel	105,473	9,477.78	93,396.41	89%
Supplies	6,500	1,301.81	5,506.52	85%
Telephone	250	0.00	0.00	0%
Postage	500	14.60	211.89	42%
Printing	1,300	0.00	0.00	0%
Travel	4,000	0.00	882.40	22%
Dues	550	0.00	110.00	20%
Computer Lease	15,000	874.00	31,242.60	208%
Mapping	7,000	0.00	2,100.00	30%
Master Touch	0	0.00	205.19	0%
Equipment	2,700	0.00	225.00	8%
Consulting	7,000	620.00	620.00	9%
Miscellaneous	427	0.00	0.00	0%
TOTAL	150,700	12,288.19	134,500.01	89%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

COMMISSIONERS - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
Personnel	120,788	10,108.14	95,366.64	79%
Supplies	1,000	609.46	2,916.94	292%
Telephone	100	0.00	0.00	0%
Postage	25	0.00	0.00	0%
Printing	1,000	0.00	1,173.04	117%
Travel	2,000	0.00	0.00	0%
Miscellaneous	587	0.00	1,489.63	254%
TOTAL	125,500	10,717.60	100,946.25	80%

Travel

 Kuhlman

0.00

0.00

 McKay

0.00

0.00

 Fetchenhier

0.00

0.00

 Total

0.00

0.00

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

CUSTODIAN - EXPENDITURES

COURTHOUSE	Budget	October	Year to Date	83% of Year % of Budget
Personnel	26,000	2,174.32	22,793.05	88%
Supplies	900	0.00	1,158.89	129%
Maintenance	3,500	0.00	2,934.70	84%
Repairs	2,500	0.00	3,585.31	143%
Utilities	15,000	701.00	17,381.56	116%
Propane/Coal	11,000	1,771.00	12,079.60	110%
Vehicle Maintenance	500	0.00	0.00	0%
Miscellaneous	600	0.00	420.00	70%
Sub-Total	60,000	4,646.32	60,353.11	101%
HOSPITAL				
Personnel	15,000	1,070.93	14,069.51	94%
Supplies	500	0.00	708.88	142%
Maintenance	1,500	0.00	1,207.81	81%
Repairs	500	0.00	1,376.03	275%
Utilities	7,000	22.00	3,226.65	46%
Coal	10,000	0.00	10,249.80	102%
Miscellaneous	500	0.00	0.00	0%
Sub-Total	35,000	1,092.93	30,838.68	88%
TOTAL	95,000	5,739.25	91,191.79	96%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

HEALTH DEPARTMENT - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
Personnel by Grant	90,368	16,689.70	130,592.22	145%
Personnel by General Fund	29,656	0.00	0.00	0%
Supplies	1,000	498.32	2,797.11	280%
Postage	100	0.00	88.15	88%
Telephone	0	0.00	0.00	0%
Travel - Training	500	0.00	117.47	23%
Dues - Meetings	400	0.00	780.70	195%
Licenses & Certifications	0	0.00	111.00	0%
Vaccines	500	0.00	342.91	69%
Miscellaneous	444	0.00	1,479.30	333%
Total Operations	32,600	498.32	5,716.64	18%
Emergency Planning PHEP	16,353	411.23	411.23	3%
SIMM	4,000	0.00	0.00	0%
Health Care Program Grant MCH/HCF	11,957	1,000.00	1,000.00	8%
STEPP	36,866	600.00	4,994.59	14%
OPPI	17,386			
Immunizations	8,438	0.00	0.00	0%
Miscellaneous Grants	5,000	8,272.92	13,884.88	278%
Total Grants	100,000	26,973.85	150,882.92	151%
TOTAL	132,600	27,472.17	156,599.56	118%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

INTERGOVERNMENT - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
San Juan Basin Health	5,000	0.00	0.00	0%
Planning Commission	400	0.00	0.00	0%
Area Agency on Aging	850	0.00	0.00	0%
Club 20	300	0.00	0.00	0%
NACO	450	0.00	450.00	100%
Volunteers of America	300	0.00	0.00	0%
Region 9 E.D. District	425	0.00	425.00	100%
Cemetery Donation	250	0.00	0.00	0%
Fire Dept. Donations	100	0.00	0.00	0%
San Juan Development Assoc.	5,000	0.00	0.00	0%
Social Services	22,000	4,616.39	45,265.46	206%
Town Shared Services	53,000	0.00	32,010.00	0%
School - Subdivision Fees	0	0.00	0.00	0%
Annual Audit	10,000	0.00	10,500.00	105%
Liability Insurance (CTSI)	35,000	0.00	0.00	0%
Workers Comp. Insurance (CTSI)	6,000	0.00	0.00	0%
Transportation Dues	450	0.00	0.00	0%
Housing Solutions Grant	500	0.00	0.00	0%
AXIS Mental Health	500	0.00	0.00	0%
CCI Dues	6,175	0.00	6,226.00	101%
Preschool Loan	6,000	0.00	3,200.00	53%
MSI	1,000	0.00	0.00	0%
SWCOG	4,000	0.00	2,700.00	68%
Fireworks Donation	500	0.00	0.00	0%
Alpine Ranger	3,000	0.00	0.00	0%
Cascade Village Fiber	0	0.00	0.00	0%
Silverton Youth Center	500	0.00	0.00	0%
Sub-Total	161,700	4,616.39	100,776.46	62%
GRANTS				
SHF - Hospital Building	49,000	629.36	93,802.58	191%
DOLA Fire Truck	267,500	0.00	0.00	0%
CDPHE Communications Liaison	48,000	4,366.68	43,949.26	92%
Emergency Management	0	0.00	0.00	0%
SHF Courthouse	194,000	0.00	2,920.00	0%
DOLA Courthouse	167,537	0.00	0.00	0%
Underfunded Courthouse Grant	120,000	14,500.00	58,735.67	49%
Housing Solutions CDBG	185,000	0.00	58,874.50	32%
Document Digitizing Grant		0.00	69,994.50	
Other Grants	25,000	0.00	17,417.07	70%
Sub-Total	1,056,037	19,496.04	345,693.58	33%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

MISCELLANEOUS COUNTY OFFICES - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
CORONER				
Personnel	15,118	1,259.84	12,596.41	83%
Miscellaneous	12,000	2,750.00	4,828.78	40%
	27,118	4,009.84	17,425.19	64%
Surveyor				
Personnel	2,500	0.00	0.00	0%
Miscellaneous	0	0.00	0.00	0%
	2,500	0.00	0.00	0%
COUNTY ATTORNEY				
Personnel	45,000	2,297.50	28,154.50	63%
Miscellaneous	2,000	0.00	0.00	0%
	47,000	2,297.50	28,154.50	60%
DISTRICT ATTORNEY				
	20795	0.00	9,838.00	47%
La Plata Courthouse Remodel	2,701	0.00	0.00	0%
	23,496	0	9,838.00	42%
VETERANS OFFICER				
Personnel	998	86.46	860.39	86%
Miscellaneous	0	0.00	0.00	0%
	998	86.46	860.39	86%
EMERGENCY PREPAREDNESS				
Personnel	64,488	9,050.58	75,577.20	117%
PIO		0.00	17,707.33	
Miscellaneous	3,500	1,497.49	10,614.36	303%
	67,988	10,548.07	103,898.89	153%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

SHERIFF - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
Personnel	366,770	30,515.81	229,784.92	63%
Workers Comp Ins.	10,000	0.00	0.00	0%
Supplies	8,500	704.10	9,155.83	108%
Telephone/Internet	6,500	205.41	4,817.01	74%
Postage	400	8.30	291.71	73%
Printing	100	0.00	0.00	0%
Training	2,500	0.00	690.00	28%
Dues - Meetings	2,500	0.00	144.76	6%
Ads - Legal Notices	300	0.00	0.00	0%
Bonds	0	0.00	0.00	0%
Vehicle Maintenance	6,000	1,092.38	2,799.79	47%
Gasoline	16,000	1,183.92	8,733.17	55%
Transient Persons	500	0.00	0.00	0%
Dispatch Services	15,000	0.00	8,957.00	60%
Vehicle Insurance	2,400	0.00	0.00	0%
Matching Grant Funds	0	0.00	0.00	0%
Rescues	150	3,360.00	3,360.00	0%
Communications Towers	6,500	579.00	6,032.30	93%
Special Events (4th of July)	4,000	0.00	0.00	0%
Miscellaneous	680	0.00	1,040.00	153%
Sub-Total	448,800	37,648.92	275,806.49	61%
JAIL	25,000	65.00	2,340.00	9%
TOTAL	473,800	37,713.92	278,146.49	59%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

TREASURER - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
Personnel	93,408	7,655.22	74,357.05	80%
Supplies	750	0.00	99.73	13%
Telephone/Internet	100	0.00	0.00	0%
Postage	750	0.00	1,029.56	137%
Printing	4,500	0.00	1,508.20	34%
Travel	1,250	0.00	0.00	0%
Dues - Meetings	1,000	500.00	500.00	50%
Computer Lease	15,000	1,324.00	31,692.60	211%
Electronic Equipment	0	0.00	0.00	0%
Maps	0	0.00	0.00	0%
Miscellaneous	492	0.00	0.00	0%
TOTAL	117,250	9,479.22	109,187.14	93%

**2020 OCTOBER FINANCIAL REPORT
SAN JUAN COUNTY, COLORADO**

ROAD & BRIDGE - EXPENDITURES

	Budget	October	Year to Date	83% of Year % of Budget
Personnel	247,041	20,339.94	202,558.38	82%
Administration	0	0.00	0.00	0%
Liability Insurance (CTSI)	9,000	0.00	0.00	0%
Workers Comp. Insurance (CTSI)	14,500	0.00	0.00	0%
Travel	300	0.00	0.00	0%
Utilities	9,000	347.91	7,750.46	86%
Supplies	13,000	726.76	8,344.06	64%
Coal/Propane	7,200	0.00	5,442.50	76%
Building Maintenance	1,000	0.00	77.37	8%
Safety - Signs	3,000	0.00	1,122.60	37%
Fuel	38,000	5,784.14	24,387.90	64%
Oil - Antifreeze	2,500	0.00	0.00	0%
Tires	4,500	0.00	7,403.68	165%
Equipment Repair	28,000	0.00	20,342.32	73%
Magnesium Chloride	20,000	0.00	0.00	0%
Avalanche Control	2,500	0.00	0.00	0%
Rock Work - Blasting	0	0.00	0.00	0%
Culverts	3,500	0.00	4,905.20	140%
Gravel - Permit	350	0.00	331.03	95%
Snow Removal	7,050	0.00	6,750.00	96%
Bridge Maintenance	2,000	0.00	0.00	0%
Equipment Payment	0	0.00	0.00	0%
CDL Physicals/License	200	0.00	0.00	0%
Clothing Allowance	600	0.00	200.00	33%
Asphalt Materials & Striping	1,000	0.00	0.00	0%
Miscellaneous	959	0.00	2,821.08	294%
Sub-Total	415,200	27,198.75	292,436.58	70%
Treasurer's Fees	4,000	366.04	4,627.12	116%
Transfer to Escrows	139,000	0.00	0.00	0%
Transfer to School	45,000	0.00	54,379.62	0%
Sub-Total	603,200	27,564.79	351,443.32	58%
Escrow Expenditures	139,000	0.00	95,366.26	69%
TOTAL	742,200	27,564.79	446,809.58	60%



Town of
Silverton

PO Box 250
Silverton, CO 81433
970-387-5522



SAN JUAN COUNTY

PO Box 466
Silverton, CO 81433
970-387-5766

Date: November 22, 2020.

For: November 25 Board of County Commissioners Meeting.

From: Town/County Planning Director.

Regarding: Some of the Town and County Planning Department Work During the Past Two Weeks.

- The past two weeks were mostly spent reviewing **applications**. This included reviewing what paperwork was submitted, working with applicants to direct them to turn in additional items, such as a certain number of paper copies for board packets, the required forms, application fees, envelopes for adjacent land owners, and a request for cover letters explaining their various projects. Several legal notices were prepared, and adjacent land owner letters for nine projects were sent to about 200 persons.
 - Five Town Vacation Rental applications.
 - Eight projects for the Planning Commission.
 - Three Variance Applications for the Town's Board of Adjustment.
 - One project for an upcoming Town Board Public Hearing.
 - Two projects for upcoming County Commissioners Public Hearings.
 - Several additional applications were received for meetings that will occur in 2021.
- I attended several **meetings** on Zoom; and upcoming there is a meeting about housing, and the Master Plan.
- Coordination occurred with persons starting to prepare applications for sites in both the Town and the County. They generally wanted to know how to go about applying, and what needs to be turned in.
- Coordination occurred with persons inquiring about land in both the Town and the County. Discussions often are focused on various challenges, such as septic, infrastructure, wetlands. In Town, the vacant land available for purchase seems to be shifting from the avalanche prone lots sold this summer, to various lots in floodplain zones. The other areas changing hands in Town tends to be on challenging steeper hillsides lacking infrastructure and likely including wetlands issues. In the County, there are increased calls lately about proposed lodges/B&Bs, and there seems to be a shortage of relatively "buildable" claims available.
- I have been working with the Town's new hire to get him lined out on placing our Town planning maps and forms online, to reduce calls from persons needing zoning maps, hazard maps, and various forms. Also we are revising conflicting lists of the various Town planning application fees.
- For the County, the following specific projects are being developed during the past two weeks:
 - A Proposed Boundary Agreement on Ophir Pass will be considered by the Commissioners on 11/25.
 - A Proposed Plat Amendment will be considered by the Commissioners at an upcoming meeting.
 - Property is for sale on CR 20/20A above the Lackawanna Mill, which is generating some inquiries about the County Improvement Permit Application process.
 - An application is being prepared for an emergency services antenna near Chattanooga.
 - Property is changing hands at Howardsville, generating some inquiries about County regulations.
 - A college outdoor educator is considering a backcountry learning lodge in Prospect.
 - There are some proposed septic systems being designed, by septic designers from Durango.
 - County film and special events permitting is being updated, in coordination with the Town staff.

-A minor revision to a new Boundary Agreement Plat will be reviewed by the Commissioners at an upcoming meeting.

- Here is the Town Board Staff Report I prepared on November 18.

Town of Silverton Staff Report

<p>Department: Town & County Planning Department Head of Department: Lisa Adair PE Date of Trustee meeting: November 23, 2020</p>	
<p>For immediate Trustee consideration: N/A.</p>	
<p>Regular Meetings & Communication:</p> <ul style="list-style-type: none"> • Town Staff Meeting 11/19 & each Thurs. • Town weekly Code Committee will meet on 11/23; we are wrapping up revisions to the Vacation Rental regulations. • Town Master Plan Committee 11/24. • County Commissioners 11/25, Public Hearings for Planning Applications. • Planning Commission will meet on 12/8 with up to eight projects on the agenda. • A Board of Adjustment meeting is tentatively scheduled for 1/6 to consider three Town Variance Applications. • An affordable housing meeting will occur on 12/2. 	<p>Top on the TO DO list:</p> <ul style="list-style-type: none"> • Adjacent land owner notification letters (approximately 200 letters) are being mailed today, for nine Town projects. • Some updates to the Town's Vacation Rental regulations, using comments from Town attorney. • Review of approx 18 applications, mostly all for sites within Town limits. Most are DIY applications and lack completeness. • Returning about 100 phone messages and emails about Planning Dept. questions. • Continued work with Baxter, Sites, MacDougall, regarding digitizing of planning documents, such as zoning maps, Town hazard maps, infrastructure maps, planning forms, etc. and posting those online, and updating the list of application fees. • This summer, real estate transfers and project sites tended to be located in the Town's avalanche hazard zones. Real estate transfers and planning inquiries are now shifting towards lots in the floodplain hazard zones.
<p>Grants (applications, updates, awards): N/A.</p>	<p>Upcoming Issues: Town Board consideration of a Town Avalanche Hazard Development Permit Use Subject to Review Application. Public Hearing was scheduled for 11/23. Legal Notice did not get published. Public Hearing is moved to 12/14.</p>
<p>Notable completed tasks: For information on specific Town and County planning projects, please see the Town/County Staff Reports which I prepare each two weeks for the County Commissioners, which are being posted on the San Juan County website. You can find those two-week Staff Reports in the online County Commissioners "Board Packets."</p>	<p>Ongoing Project Update: Town Board will eventually be considering updates to the Town Vacation Rental regulations.</p> <p>Learning/ Professional Development: Review of R1A non-conforming lot regulations and requirements.</p> <p>COVID related: N/A.</p>

-If you have any questions you can contact me at:
email address ladair@silverton.co.us, work cell 946-9408, home landline 387-0500.

Prepared By Lisa Adair PE, Town/County Planning Director.
Staff Report for the Board of County Commissioners, Prepared on November 22, 2020.



November 23, 2020

Hello,

With colder weather, shorter days and the holidays approaching, we are at a critical moment in our fight against COVID-19: **1 in 49 Coloradans are contagious** and it is simply more dangerous to gather outside of your household than it has ever been. We'd like to ask for your help sharing this critical message, so all Coloradans can take the steps to keep their families safe this Thanksgiving week.

Will you please share this message over the next few days through your social media channels, emails, newsletters, virtual community meetings, or even text alerts? We are asking all Coloradans do three key things:

1. **Do not gather with people you do not live with.** If you have Thanksgiving plans to gather in person, please cancel them to best keep your family safe.
2. **Wear a mask around others** when outside of your home
3. **Stay 6ft away** from others

[Click here to access Thanksgiving COVID-19 Safety graphics for social media.](#)

This Thanksgiving, I am thankful for the extraordinary leadership you have shown throughout the pandemic. There is hope on the horizon for access to game-changing vaccines over the next few months. Now our challenge is to keep our neighbors and loved ones safe to get to that phase where we can take those exciting steps forward together.

Sincerely,

A handwritten signature in blue ink that reads "Jared Polis".

Jared Polis
Governor

