



**REGULAR MEETING OF THE GENERAL ASSEMBLY
TOWN OF OPHIR COLORADO
36 PORPHYRY STREET**

TUESDAY 7:00 PM, SEPTEMBER 21ST, 2021

**Topic: September 21 General Assembly
Time: September 21, 2021 07:00 PM Mountain Time (US and Canada)**

Join Zoom Meeting

<https://us02web.zoom.us/j/85105630242?pwd=OTduOXpXeUdmaCtPeVQ2aFdjcWRDUT09>

Meeting ID: 851 0563 0242

Passcode: 852509

Dial: 1 301 715 8592

AGENDA

1. CALL TO ORDER

2. APPROVAL OF MINUTES

3. APPROVAL OF AGENDA

4. STAFF UPDATES

5. BUSINESS ITEMS

- A. Joni Sandoval – EPA
- B. Introduction and First Reading of An Ordinance 2021-10 Approving an Employment Agreement with Town Manager.
- C. Public Hearing to Consider Planning & Zoning Commission Recommendation on Application by Glenn Pauls for Minimum Lot Area Requirement Variance for Lots 1 and 2, Block P, Ophir Colorado
- D. Introduction and First Reading of An Ordinance 2021-12 Purchase of Flow Meter
- E. Water Planning & Engineering Status
- F. Monthly Paid Invoices and RETT Received update
- G. Discussion to Authorize Use of General Funds for Cemetery Improvement
- H. Fall Street Maintenance

6. NEW BUSINESS

7. ADJOURN

Click on any agenda item to go to the relevant information

<https://townofophir.colorado.gov/>



TOWN OF OPHIR

ORDINANCE No. 2021- 10

**APPOINTING TOWN MANAGER AND APPROVING TOWN MANAGER
CONTRACT**

WHEREAS, the Town has an open position for the Town Manager; and

WHEREAS, the Town Manager hiring committee has advertised the position and conducted interviews with several applicants, and recommends to the General Assembly that it appoint John Wontrobski as Town Manager; and

WHEREAS, the General Assembly desires to appoint John Wontrobski as the Ophir Town Manager, and to approve an Employment Agreement with her, upon the terms and conditions set forth below.

**NOW, THEREFORE, THE GENERAL ASSEMBLY OF THE TOWN OF OPHIR
ORDAINS AS FOLLOWS:**

SECTION 1 APPROVAL OF APPOINTMENT.

The Town of Ophir, by and through its General Assembly, hereby approves the appointment of John Wontrobski as the Ophir Town Manager, to commence effective as of October 20, 2021. The Town Manager's Duties are set forth on the attached job description.

SECTION 2. EMPLOYMENT AGREEMENT.

The Employment Agreement with the Town Manager is hereby approved in the form attached hereto. The Town Mayor and Mayor Pro Tem are authorized to execute said agreement and to make additional non-substantive revisions to said agreement.

SECTION 3. PUBLICATION. After final adoption, public notice of passage shall be served in the manner proscribed by the Town Charter and consistent with the Town's regular notice practices.

SECTION 4. SEVERABILITY:

If any one or more sections or parts of this Ordinance is adjudged unenforceable or invalid by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions herein are severable.

SECTION 5: EFFECTIVE DATE:

This Ordinance shall take effect immediately upon final adoption.

Introduced, Read and Referred to Public Hearing by the General Assembly on the 21st day of September 2021.

Approved and Adopted on Second and Final Reading by the General Assembly of the Town of Ophir on the 19th day of October 2021

**By: _____
Corinne Platt, Mayor**

**Attest: _____
Mason Osgood, Clerk**

Approved as to Form: Stephen B. Johnson, Town Attorney

Attachments: Employment Agreement, Job Description

Town of Ophir Town Manager Job Description

September, 2021

Duties and Responsibilities:

Performs, directs and coordinates the administrative and professional work of the town government in accordance with policies determined by the General Assembly of the Town of Ophir. Ensures Town compliance with all state, federal, local laws and ordinances.

Essential Duties and Responsibilities include the following. Other duties may be assigned:

- Plans, assigns, and directs work to achieve all necessary functions of the Town.
- Provides leadership and direction in the development of short and long-range plans for the Town.
- Prepares reports for monthly Town meetings, makes presentations to boards, commissions, and the General Assembly.
- Communicates official plans, policies, and procedures to staff and General Assembly.
- Researches and writes grants.
- Creates annual budget with Town Treasurer.
- Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Performs and/or oversees the operation and maintenance of the water plant and distribution system.
- Performs and/or oversees road maintenance.

- Works with Town staff, maintains harmony among workers and resolves grievances; assists other Town employees in performing duties.
- Receives, follows up and resolves complaints and/or concerns of residents/ General Assembly members in accordance with the stated laws/policies of the Town. Interprets policies when needed, etc.
- Prepares a variety of studies, reports and related information for decision-making purposes.
- Advises the General Assembly of financial conditions and current and future Town needs.
- Attends all regular and special meetings of the GA and Town Staff.
- Recommends for adoption by the General Assembly such measures as he or she may deem necessary or expedient.
- Work with contract building inspector to process building permits, perform inspections and site measurements.
- Point of contact for emergency management plans.
- Oversees and directs all contract labor.
- Confers and coordinates with contract attorneys, engineers and other contract professionals.

Work Environment

While performing the duties of this job, the Manager is frequently exposed to moving mechanical parts and outside weather conditions. The employee is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals. The noise level in the work environment is usually moderate.

The job description does not create any property rights for job positions. All employees are "at will" employees as set for in Article 4.5 of the Home Rule Charter. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**TOWN MANAGER EMPLOYMENT AGREEMENT
TOWN OF OPHIR**

This Town Manager Employment Agreement (“Agreement”) is entered into as of October 19th, 2021, between the Town of Ophir, Colorado, acting by its Town General Assembly, P.O. Box 683, Ophir, 81426, hereinafter referred to as “Town”, and John Wontrobski, hereinafter referred to as “Manager” both of whom are collectively referred to as the “parties.”

- 1. Purpose of Agreement:** The Town and Manager hereby agree to enter into this Agreement to appoint and retain Manager as an employee of the Town of Ophir for the position of **Town Manager**. Manager shall faithfully and diligently perform such duties as are set forth in the attached “Job Description” as adopted by the General Assembly.
- 2. Term and Compensation:** The term of this Agreement shall commence on October 20th, 2021 and shall continue until December 31st, 2022. In consideration of his performance as Town Manager, Manager shall be paid a total annual base salary in the amount of \$55,000.00 (Fifty-Five Thousand Dollars). Manager shall work not less than 40 hours per week. Manager shall not be entitled to overtime pay but may take compensatory time off when and if approved by the Mayor.
- 3. Benefits:** Manager will receive \$1000/month subsidy toward insurance/benefits, or a benefit package as determined by the General Assembly.
- 4. Benefits and Educational/Licensure Allowances:** The Town shall also provide education expenses in the amount of \$1000.00 (One Thousand Dollars) per year, pro-rated, which shall be spent on municipal conference or workshop fees, travel, lodging, per diem, or other education related expenses. The Town Manager may observe federal holidays and shall receive 20 days Paid Time Off (PTO) per year, pro-rated, exclusive of compensatory time off. No PTO days may be accrued into the subsequent year. PTO shall be approved by the Mayor.
- 4. Termination and Options:** Manager shall be considered an at-will employee. This Agreement may be terminated by Manager with (30) thirty days prior written notice. Such notice may be waived with the consent of the parties. This Agreement may be terminated at any time by the Town provided that in such case, Manager shall be entitled to accrued compensation, benefits and PTO, together with a severance payment equivalent to two months of accrued compensation, benefits and PTO, unless there has been non-feasance, illegal action or breach of Manager’s fiduciary responsibility as Manager, in which case no such severance shall be paid.
- 5. Assignment:** The rights and obligations of the parties under this Agreement are not assignable without the written consent of both parties.
- 6. Notices:** All notices required or permitted herein shall be in writing and shall be personally delivered or mailed by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other addresses that may be specified by written notice in accordance with this paragraph.

If to the Town:

Mayor
PO Box 683
Ophir, CO 81426

If to Manager:

John Wontrobski
459 San Miguel Ridge
Telluride, CO 81435
970-708-7412

7. **Entire Agreement:** This Agreement and the Manager's Job Description attached, hereto, shall constitute the entire agreement between the parties.
8. **Approval:** Execution of the Agreement must first be approved by the Town of Ophir General Assembly.
9. **Contract Changes:** This agreement may be amended or extended by motion and Vote of the General Assembly and Agreement of the Manager.

IN WITNESS WHEREOF, the Town of Ophir, Colorado, has caused, this Agreement to be signed by its Mayor, attested by its Clerk, and Manager has signed his name to this Agreement, as of the day and year first appearing above.

Town: _____

Manager: _____

By: Corinne Platt, Mayor

By: John Wontrobski, Town Manager

ATTEST: _____

By: Mason Osgood, Clerk

Attachment: Job Description

Ophir Variance Application

(1) Narrative

§1102.1 The street address and legal description:

TBD Porphyry Street Lots 1 & 2 BLK P, Ophir, CO 81426

Variance requested

In section §404. of the Ophir Land Use Code it states that “The minimum lot area for each single family dwelling in the Residential Zone District is five thousand (5,000) square feet.”

There is an interested buyer in Lots 1 & 2 BLK P. The intention is to build a single family dwelling on the lots. When the ILC was performed by Foley Associates, Inc. on July 21st, 2021 (see attached site plan) it was found that the lot dimensions were 48.5 ft by 100 ft. Thus the total square footage is 4,850. This is below the minimum lot area required by the LUC of 5,000 square feet.

A variance is hereby requested to allow the building of a single family dwelling on Lots 1 & 2 BLK P. It is requested that the variance granted be transferable to any future buyer of the lots.

The main justifications for granting the variance are:

1. The difference in total square footage is minimal (3.0% lower) and does not prohibit the buyer from building the structure they have in mind while complying with required setbacks and OTWS regulations
2. The Lots were zoned for Residential originally and are not in the avalanche hazard zone
3. Various benefits for the town including:
 - a. Transfer tax collected immediately upon sale of the lots (Q4 2021)
 - b. Potential future and larger transfer tax to be collected upon eventual sale of finished single family dwelling
 - c. Increased housing supply in a supply constrained market on a lot originally plotted for residential
 - d. Addition of another thoughtfully designed home to the Ophir community increasing value for all
 - e. Buyer intends to build a small rock climbing training area and make it openly available for the Ophir community

Please find below additional information regarding the main justifications if needed:

- 1) *The difference in total square footage is minimal (3.0% lower) and does not prohibit the buyer from building the structure they have in mind while complying with required setbacks and OTWS regulations*

Buyer intends to build a ~2,000 sq foot two bedroom home which will fit easily within the slightly smaller 4,850 square foot lots - including leaving room for required setbacks and complying with the OWTS regulations. Buyer has already been working with Alpine Land Consulting, LLC to confirm this. Please see attached 'Conceptual OWTS Exhibit'. Soil pits and tests have already been performed to confirm viability.

- 2) *The Lots were zoned for Residential originally and are not in the avalanche hazard zone*

Please see LUC 'Appendix C: Zoning and Hazards Maps'.

Standards for review

Please see below justifications for the official Standards of Review from the LUC.

§1104.1 There are special circumstances existing on the property on which the application is made related to size, shape, area, topography, surrounding conditions, access, and location that do not apply generally to other property in the same area and Zone District; and,

This lot was zoned for Residential and has slightly smaller total square footage than the minimum amount required by section §404. of the Ophir Land Use Code. As mentioned above the 3% total difference is minimal and does not affect the ability to build the

§1104.2 the Variance will not unduly impact such things as: snow removal, drainage, streetscapes, separation of buildings for fire protection, and opportunity for off-street parking, which are provided by minimum setbacks; solar access, and protection of neighbors views to the surrounding mountains, which are provided by maximum building heights; continuity of design, minimization of visual impact, and provision of minimal yard area, which is provided by maximum floor areas (particular attention shall be given to the impacts of the Variance on neighbors); and,

The Variance will not affect any of the items listed above in any way.

§1104.3 the Variance, if granted, will not constitute a material detriment to the public welfare or injury to the use, of property in the vicinity; and,

All the required setbacks and OTWS regulations can be met with the proposed Variance. See site plan and conceptual OTWS exhibit.

§1104.4 the Variance is not sought to relieve a hardship to development of the property which has been created by the Applicant; and,

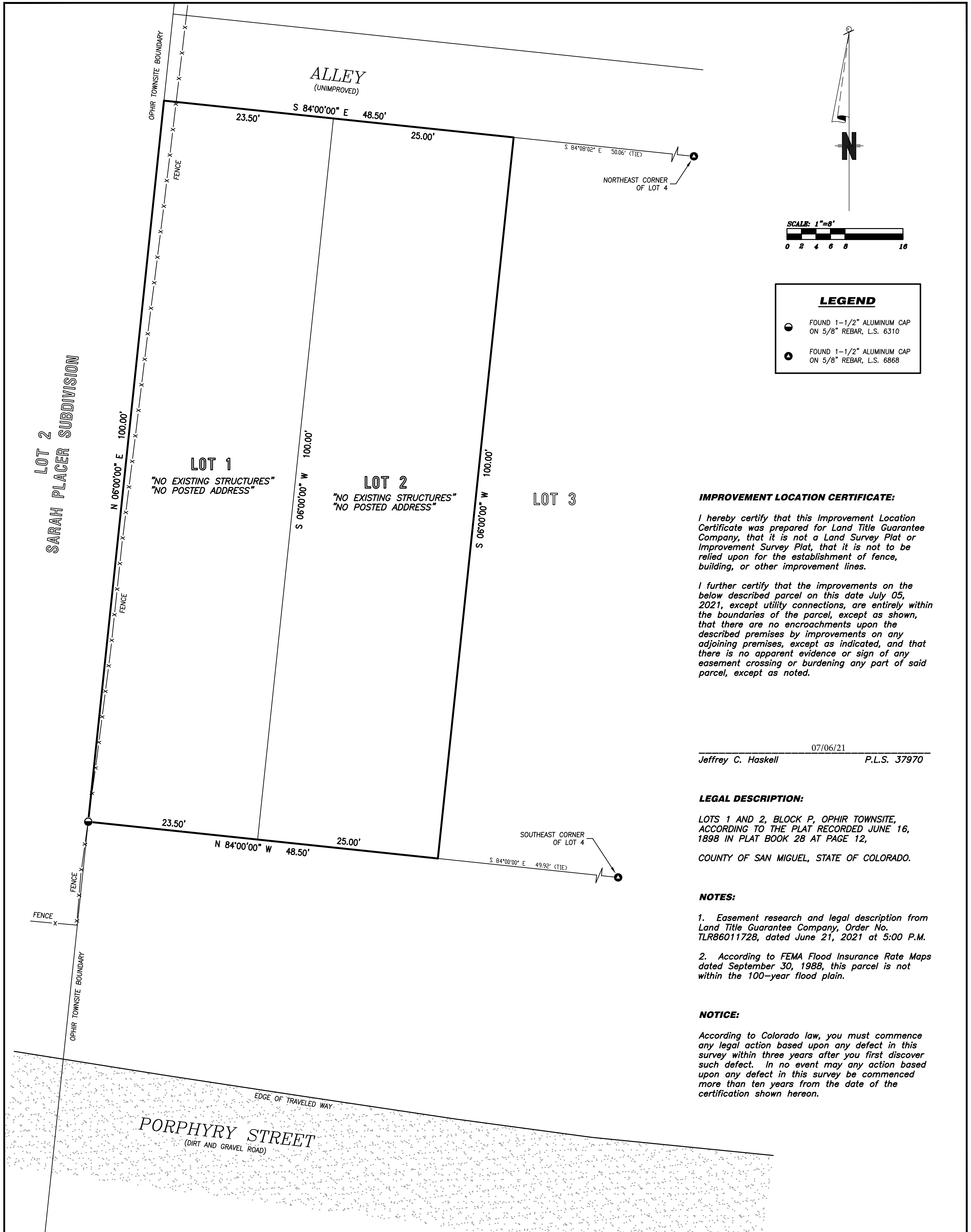
The lot size being smaller than the typically required 5,000 square feet is not an issue that was created by the Applicant.

§1104.5 that the proposed use is a permitted use in the underlying Zone District.

The building of a Single Family Dwelling is consistent with being zoned as Residential on the official Ophir Zoning Map.

(2) Site plan

For the site plan please see attached 1) ILC and 2) conceptual OWTS exhibit.



IMPROVEMENT LOCATION CERTIFICATE:

I hereby certify that this Improvement Location Certificate was prepared for Land Title Guarantee Company, that it is not a Land Survey Plat or Improvement Survey Plat, that it is not to be relied upon for the establishment of fence, building, or other improvement lines.

I further certify that the improvements on the below described parcel on this date July 05, 2021, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

07/06/21
 Jeffrey C. Haskell P.L.S. 37970

LEGAL DESCRIPTION:

LOTS 1 AND 2, BLOCK P, OPHIR TOWNSITE, ACCORDING TO THE PLAT RECORDED JUNE 16, 1898 IN PLAT BOOK 28 AT PAGE 12, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

- NOTES:**
- Easement research and legal description from Land Title Guarantee Company, Order No. TLR86011728, dated June 21, 2021 at 5:00 P.M.
 - According to FEMA Flood Insurance Rate Maps dated September 30, 1988, this parcel is not within the 100-year flood plain.

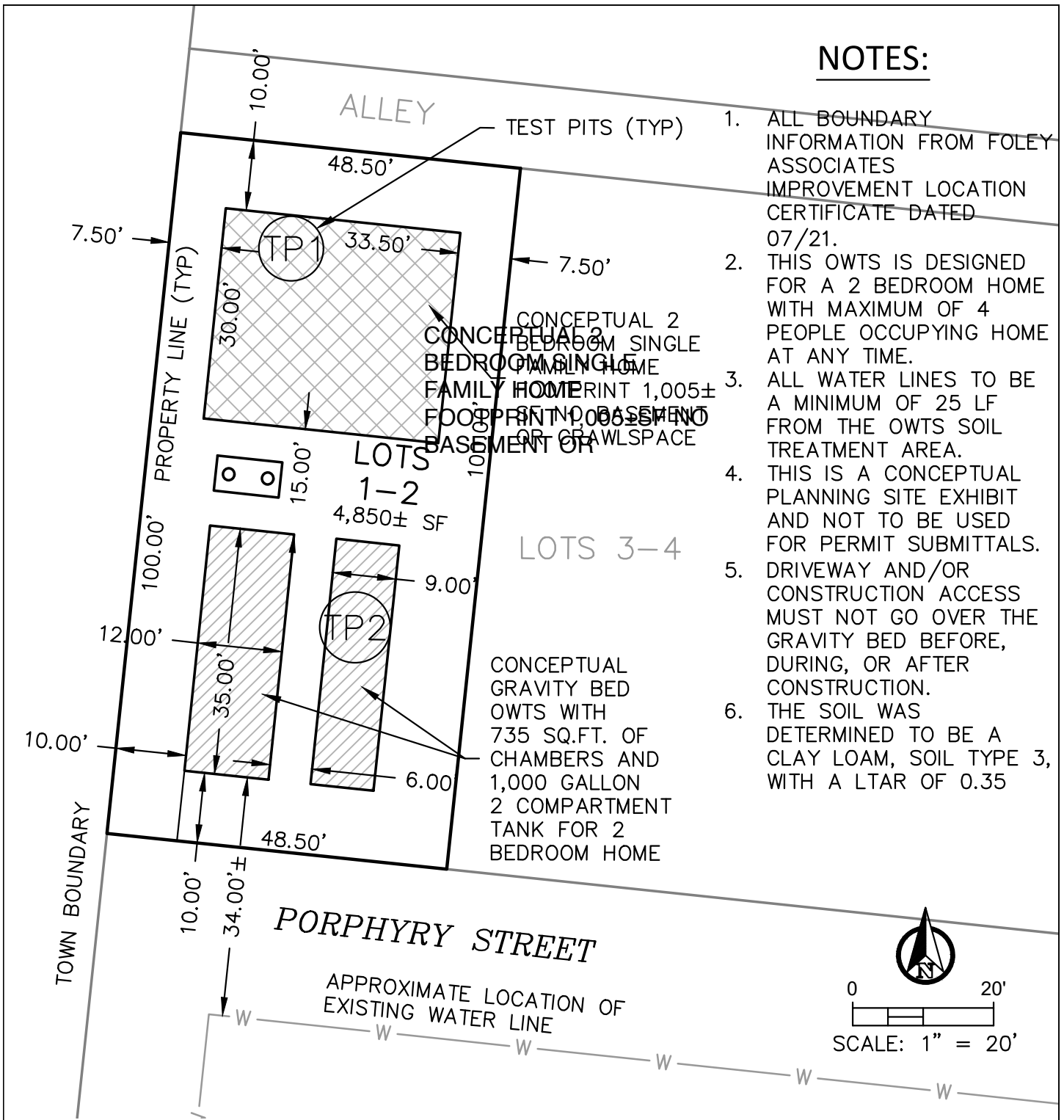
NOTICE:

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Improvement Location Certificate Lots 1 and 2, Block P, Ophir Townsite, San Miguel County, Colorado.	Project Mgr: JH	 ENGINEERING · PLANNING · SURVEYING	970-728-6153 970-728-6050 fax PO Box 1385 125 W. Pacific Ave., Suite B-1 Telluride, Colorado, 81435
	Technician: MC		
			Sheet 1 of 1 Project #: 21029

NOTES:

1. ALL BOUNDARY INFORMATION FROM FOLEY ASSOCIATES IMPROVEMENT LOCATION CERTIFICATE DATED 07/21.
2. THIS OWTS IS DESIGNED FOR A 2 BEDROOM HOME WITH MAXIMUM OF 4 PEOPLE OCCUPYING HOME AT ANY TIME.
3. ALL WATER LINES TO BE A MINIMUM OF 25 LF FROM THE OWTS SOIL TREATMENT AREA.
4. THIS IS A CONCEPTUAL PLANNING SITE EXHIBIT AND NOT TO BE USED FOR PERMIT SUBMITTALS.
5. DRIVEWAY AND/OR CONSTRUCTION ACCESS MUST NOT GO OVER THE GRAVITY BED BEFORE, DURING, OR AFTER CONSTRUCTION.
6. THE SOIL WAS DETERMINED TO BE A CLAY LOAM, SOIL TYPE 3, WITH A L_{TAR} OF 0.35



LOTS 1-2 BLOCK P TOWN OF OPHIR CONCEPTUAL ONSITE WASTEWATER TREATMENT SYSTEM EXHIBIT



ALPINE LAND CONSULTING, LLC

P.O. BOX 234
 RICO, COLORADO 81332
 970-708-0326
 GREGG@ALPINELANDCONSULTING.COM

PROJECT MANAGER: GEA DATE: AUGUST 10, 2021
 DRAWN BY: GEA PROJECT #: 2021023

(3) Proof of notification

Please see next page for a copy of the notice that has been sent out via email and mail to all property owners within 200 feet. This same notice has been provided to the Planning and Zoning committee to distribute to the GA members.

Notice of Variance Application

Date: _____

To: _____

Notice is hereby given that a Variance Application will be presented at the next Town of Ophir General Assembly hearing scheduled for September 21st, 2021. You are being notified because either 1) you are a property owner with 200 ft of the subject property or 2) you are a current member of the General Assembly.

Please find below details of the Variance to be requested:

Proposed Variance:

In section §404 of the Ophir Land Use Code it states that “The minimum lot area for each single family dwelling in the Residential Zone District is five thousand (5,000) square feet.”

There is a prospective buyer in Lots 1 & 2 BLK P. The intention is to build a single family dwelling on the lots. When the ILC was performed by Foley Associates, Inc. on July 21st, 2021 it was found that the lot dimensions were 48.5 ft by 100 ft. Thus the total square footage is 4,850. This is below the minimum lot area required by the Ophir LUC of 5,000 square feet.

A variance is hereby requested to allow the building of a single family dwelling on Lots 1 & 2 BLK P. It is requested that the variance granted be transferable to any future buyer of the lots.

Present Zone District Classification: Residential

Time, Date and Place of Hearing: September 21st, 2021, Ophir Town Hall, Time TBA

Name of Applicant: Glenn Pauls (current owner) / Spencer Coon (prospective buyer)

Address of Applicant: 694 Twin Buttes Avenue, Durango, CO 81301

Phone number of Applicant: email preferred - glenn@twinbuttesofdurango.com / spencer.coon@gmail.com

You are hereby informed that the application is available for public inspection in the Town Hall.

Thank you very much for your consideration.

Best regards

(4) Proof of Property Ownership by a title commitment or attorney opinion

Please see attached title commitment.

Certificate Of Taxes Due

Account Number R0009541
 Parcel 477935305007
 Assessed To
 PAULS GLENN D
 694 TWIN BUTTES AVE
 DURANGO, CO 81301-7982

Certificate Number 10824
 Order Number
 Vendor ID 9
 Land Title Guarantee Company
 191 S. Pine Street
 Unit 1C
 Telluride, CO 81435

Legal Description

Situs Address

LOTS 1 THRU 4 LOT 10 INC BLK P OPHIR

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2020	\$6,370.46	\$0.00	\$0.00	(\$6,370.46)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 06/17/2021					\$0.00

Tax Billed at 2020 Rates for Tax Area 105 - Town of Ophir

Authority	Mill Levy	Amount	Values	Actual	Assessed
San Miguel County	11.6620000	\$1,149.87	VACANT	\$340,000	\$98,600
Town of Ophir	27.6650000	\$2,727.77	RESIDENTIAL		
Telluride Fire District	4.9020000	\$483.34	Total	\$340,000	\$98,600
SMC Public Library District	3.6340000	\$358.32			
Telluride School Dist R-1	12.7790000*	\$1,260.01			
SW Water Cons District	0.4070000	\$40.13			
Telluride Hospital District	3.5600000	\$351.02			
Taxes Billed 2020	64.6090000	\$6,370.46			

* Credit Levy

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER THE FOLLOWING DATES: PERSONAL PROPERTY AND MOBILE HOMES - SEPTEMBER 1, REAL PROPERTY - OCTOBER 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK. SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR. This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned. I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

Treasurer, San Miguel County, Brandt R. Hatfield

Brandt R. Hatfield



305 W Colorado Ave., Suite 105
 PO Box 488
 Telluride, CO 81435



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **TLR86011728**

Date: **06/23/2021**

Property Address: **LOTS 1 AND 2 BLOCK P VACANT PORPHYRY STREET, OPHIR, CO 81426**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Robin Watkinson
191 S PINE ST #1C
TELLURIDE, CO 81435
PO BOX 277
(970) 728-1023 (Work)
(877) 348-5414 (Work Fax)
rwatkinson@ltgc.com
Contact License: CO338561
Company License: CO44565

Closing Associate

Lindsay Reimann
191 S PINE ST #1C
TELLURIDE, CO 81435
PO BOX 277
(970) 728-1023 (Work)
(877) 348-5414 (Work Fax)
lreimann@ltgc.com
Contact License: CO495682
Company License: CO44565

Closers Assistant

Gaylene Anderson
191 S PINE ST #1C
TELLURIDE, CO 81435
PO BOX 277
(970) 728-1023 (Work)
(877) 348-5414 (Work Fax)
ganderson@ltgc.com
Contact License: CO380183
Company License: CO44565

Closing Processor

Alysha Daniel
191 S PINE ST #1C
TELLURIDE, CO 81435
PO BOX 277
(970) 728-1023 (Work)
(877) 348-5414 (Work Fax)
adaniel@ltgc.com
Company License: CO44565

Closing Processor

Jackie Kennefick
191 S PINE ST #1C
TELLURIDE, CO 81435
PO BOX 277
(970) 728-1023 (Work)
(877) 348-5414 (Work Fax)
jkennefick@ltgc.com
Company License: CO44565

For Title Assistance

Land Title San Miguel County Title Team
191 S PINE ST #1C
TELLURIDE, CO 81435
PO BOX 277
(970) 728-8673 (Work)
(877) 261-1730 (Work Fax)
tlresponse@ltgc.com

Buyer/Borrower

SPENCER COON
Delivered via: Electronic Mail

TELLURIDE PROPERTIES - SHIMKONIS PARTNERS

Attention: MIKE SHIMKONIS
PO BOX 37
237 S OAK ST
TELLURIDE, CO 81435
(970) 708-2157 (Cell)
(970) 369-5375 (Work)
(970) 728-5407 (Work Fax)
shimmytelluride@gmail.com
Delivered via: Electronic Mail

Seller/Owner

GLENN PAULS
Delivered via: Electronic Mail

TELLURIDE PROPERTIES - SHIMKONIS PRATNERS

Attention: ANNA WILSON
PO BOX 37
237 S OAK ST
TELLURIDE, CO 81435
(970) 728-4226 (Work)
(970) 728-5407 (Work Fax)
annatelluride@gmail.com
Delivered via: Electronic Mail

Agent for Buyer

TELLURIDE PROPERTIES
Attention: MAGGIE MARTIN
PO BOX 37
237 S OAK ST
TELLURIDE, CO 81435
(619) 405-3270 (Cell)
(970) 728-4226 (Work)
(970) 728-5407 (Work Fax)
maggie@oneillstetina.com
Delivered via: Electronic Mail

TELLURIDE PROPERTIES - SHIMKONIS PARTNERS

Attention: KARYL COLUMNA
PO BOX 37
237 S OAK ST
TELLURIDE, CO 81435
(970) 728-4226 (Work)
(970) 728-5407 (Work Fax)
karyl81435@gmail.com
Delivered via: Electronic Mail

Agent for Seller

TELLURIDE PROPERTIES - SHIMKONIS PARTNERS
Attention: ASA VAN GELDER
PO BOX 37
237 S OAK ST
TELLURIDE, CO 81435
(970) 728-4226 (Work)
(970) 728-5407 (Work Fax)
asavangelder@gmail.com
Delivered via: Electronic Mail

Surveyor

FOLEY ASSOCIATES INC
Attention: JEFF HASKELL
PO BOX 1385
125 W PACIFIC AVE #B1
TELLURIDE, CO 81435
(970) 728-6153 (Work)
(970) 728-6050 (Work Fax)
jhaskell@foleyassoc.com
Delivered via: Electronic Mail

Lender - New Loan

ALPINE BANK
Attention: ALYSHA FERGUSON
1660 HIGHWAY 92
DELTA, CO 81416
(702) 302-7569 (Work)
alyshaferguson@alpinebank.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **TLR86011728** Date: **06/23/2021**
Property Address: **LOTS 1 AND 2 BLOCK P VACANT PORPHYRY STREET, OPHIR, CO
81426**
Parties: **SPENCER COON
GLENN PAULS**

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 06-17-06 Builder/Developer Rate	\$559.00
Deletion of Standard Exception(s)	\$75.00
"ALTA" Loan Policy 06-17-06 Bundled Purchase Loan Rate	\$425.00
Endorsement ALTA 8.1-06	\$0.00
Endorsement ALTA 9.1-06	\$0.00
Tax Certificate	\$0.00
	Total \$1,059.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[San Miguel county recorded 12/29/1992 under reception no. 281828 at book 503 page 599](#)

[San Miguel county recorded 11/18/1991 under reception no. 273898 at book 484 page 902](#)

Plat Map(s):

[San Miguel county recorded 06/16/1898 at book 28 page 12](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: TLR86011728

Property Address:

LOTS 1 AND 2 BLOCK P VACANT PORPHYRY STREET, OPHIR, CO 81426

1. Effective Date:

06/21/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Builder/Developer Rate \$240,000.00
Proposed Insured:
SPENCER COON

"ALTA" Loan Policy 06-17-06 Bundled Purchase Loan Rate \$180,000.00
Proposed Insured:
ALPINE BANK, ITS SUCCESSORS AND/OR ASSIGNS

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

GLENN PAULS

5. The Land referred to in this Commitment is described as follows:

LOTS 1 AND 2, BLOCK P, OPHIR TOWNSITE, ACCORDING TO THE PLAT RECORDED JUNE 16, 1898 IN PLAT BOOK 28 AT PAGE [12](#), COUNTY OF SAN MIGUEL, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: TLR86011728

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT IMPROVEMENT LOCATION CERTIFICATE OF SUBJECT PROPERTY. THIS REQUIREMENT IS NECESSARY TO DELETE STANDARD EXCEPTIONS 1 THROUGH 3. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

NOTE: ANY MATTERS DISCLOSED BY SAID IMPROVEMENT LOCATION CERTIFICATE WILL BE REFLECTED ON SAID POLICY(S) TO BE ISSUED HEREUNDER.

NOTE: LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID IMPROVEMENT LOCATION CERTIFICATE.

2. SPECIAL WARRANTY DEED FROM GLENN PAULS TO SPENCER COON CONVEYING SUBJECT PROPERTY.
3. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE TOWN OF OPHIR TRANSFER TAX HAVE BEEN SATISFIED.
4. DEED OF TRUST FROM SPENCER COON TO THE PUBLIC TRUSTEE OF SAN MIGUEL COUNTY FOR THE USE OF ALPINE BANK TO SECURE THE SUM OF \$180,000.00.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, AND A IMPROVEMENT LOCATION CERTIFICATE OF THE LAND, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT AND IMPROVEMENT LOCATION CERTIFICATE WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS.

NOTE: ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED FROM THE MORTGAGEE'S POLICY. ITEM 4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A SATISFACTORY LIEN AFFIDAVIT.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN THE LIEN AFFIDAVIT AT CLOSING.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: TLR86011728

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. **RESERVATION OF ANY MINE OF GOLD, SILVER, CINNABAR OR COPPER, OR TO ANY VALID MINING CLAIM OR POSSESSION HELD UNDER EXISITING LAWS, AND SUBJECT TO ALL CONDITIONS, LIMITATIONS AND RESTRICTIONS CONTAINED IN SECTION 2386 OF THE REVISED STATUTES OF THE UNITED STATES AS CONTAINED IN UNITED STATES PATENT RECORDED JULY 20, 1887 IN BOOK 50 AT PAGE [6](#).**
9. **EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF OPHIR TOWNSITE RECORDED JANUARY 13, 1896 IN PLAT BOOK 28 AT PAGE [9](#) AND THE REVISED PLAT OF OPHIR TOWNSITE RECORDED JUNE 16, 1898 IN PLAT BOOK 28 AT PAGE [12](#).**
10. **TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TOWN ZONING ORDINANCE RECORDED JUNE 28, 1977 IN BOOK 365 AT PAGE [975](#) AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 31, 1980 IN BOOK 390 AT PAGE [746](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 7, 1992 IN BOOK 499 AT PAGE [408](#).**
11. **EASEMENT GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION AND OTHER FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 24, 1982, IN BOOK 400 AT PAGE [651](#).**
12. **TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DOG CONTROL & LICENSING ORDINANCE RECORDED NOVEMBER 22, 1991 IN BOOK 485 AT PAGE [54](#).**

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: TLR86011728

13. TERMS, CONDITIONS AND PROVISIONS OF INTERGOVERNMENTAL AGREEMENT RECORDED APRIL 21, 1993 IN BOOK 509 AT PAGE [884](#) AND RE-RECORDED APRIL 23, 1993 IN BOOK 509 AT PAGE [1005](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SERVICE PLAN FOR THE OPHIR VALLEY WILDLIFE AND CONSERVATION DISTRICT RECORDED MAY 29, 1996 IN BOOK 562 AT PAGE [442](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1996-5 AMENDING THE SAN MIGUEL COUNTY LAND USE CODE RECORDED JUNE 19, 1996 IN BOOK 563 AT PAGE [562](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE #2010-7 RECORDED DECEMBER 23, 2010 UNDER RECEPTION NO. [415529](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

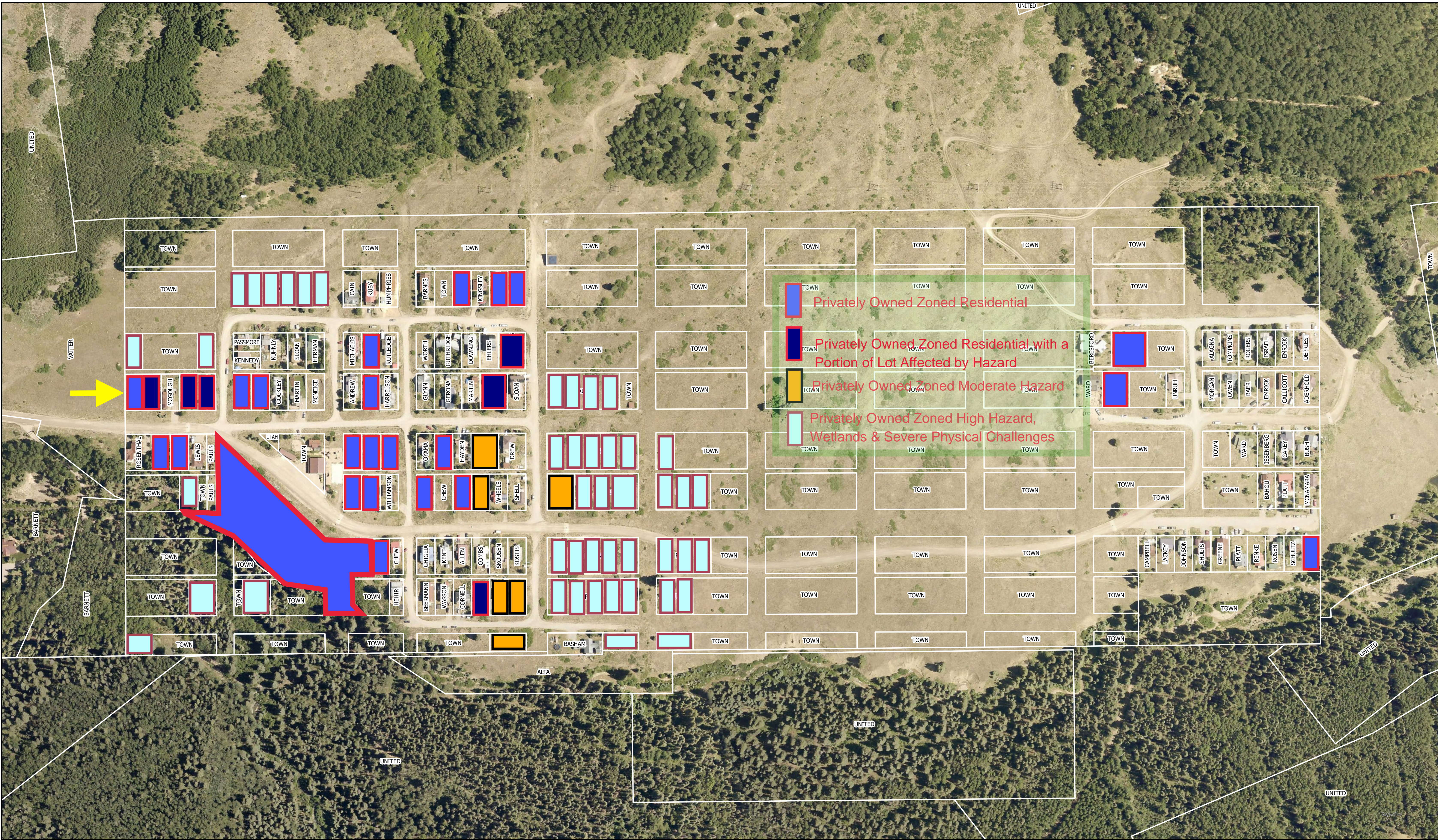
By  *C. Monroe* President

Attest  *David Wold* Secretary

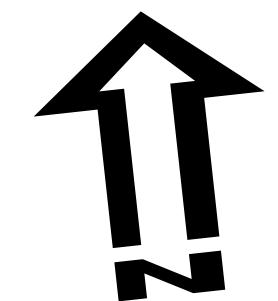
This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Ophir Ownership



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 Path G:\GISProjects\AGENCIES\OPHIR\Ophir1\Ophir1.aprx 1/27/2021
 Heather Widlund gis@sanmiguelcountyco.gov





TOWN OF OPHIR

ORDINANCE No. 2021- 11

**AMENDING THE TOWN OF OPHIR 2021 BUDGET TO APPROPRIATE
\$9,500.00 FROM ENTERPRISE FUND TO A NEW HACH FH-950 WATER
FLOW METER AND WADING ROD KIT**

WHEREAS, the Ophir Water Committee has recommended that the Town of Ophir purchase their own water flow meter in order to increase data collection in Waterfall Canyon to prepare for Town of Ophir’s water system planning and improvements; and

WHEREAS, the 2021 Budget does not currently contain a line-item appropriation for a ‘Water Flow Meter’ and the funds will be transferred from the Town of Ophir ‘Enterprise Fund’; and

WHEREAS, increased data collection and monitoring of the Waterfall Canyon watershed is necessary in order to best understand how to effectively collect snowmelt and rainwater runoff to optimize proposed future water storage collection and capacity to serve the Town of Ophir’s domestic water supply system; and

WHEREAS, the Ophir General Assembly desires to amend its 2021 budget accordingly and to authorize the purchase of a new Hach FH-950 Flow Meter for data collection purposes.

NOW, THEREFORE, THE GENERAL ASSEMBLY OF THE TOWN OF OPHIR
HEREBY ORDAINS:

SECTION 1. 2021 Budget Amendment.

The 2021 Ophir Enterprise Fund is hereby amended to include a new line item appropriation and expenditure for “Hach FH-950 Water Flow Meter” in the amount of \$9,500.00.

SECTION 2. PUBLICATION.

After final adoption, public notice of passage shall be served in the manner proscribed by the Town Charter and consistent with the Town’s regular notice practices.

SECTION 43. SEVERABILITY.

If any one or more sections or parts of this Ordinance is adjudged unenforceable or invalid by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions herein are severable.

SECTION 5: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon final adoption.

Introduced, Read and Referred to Public Hearing by the General Assembly on the 21st day of September 2021.

Approved and Adopted on Second and Final Reading by the General Assembly of the Town of Ophir on the 19th day of October 2021

By: _____
Corinne Platt, Mayor

Attest: _____
Mason Osgood, Clerk

Approved as to Form: Stephen B. Johnson, Town Attorney

Attachments: Product Quote



Be Right™



FH950 Portable Flow Meter (Velocity & Depth) System with 20' Cable

Product #: FH950.11020
USD Price: \$7,559.00
 Ships within 2 weeks

The perfect handheld solution for wastewater and environmental flow monitoring.

Hach's lightweight, battery-powered FH950 Velocity & Depth Flow Meter was designed to provide accurate velocity and depth measurements while simplifying the entire measurement process in rugged field environments. Multiple user-friendly features designed into the Hach FH950 allow you to quickly and easily determine stream velocities for required discharge measurements, or use the FH950 to quickly calibrate area velocity flow meters, or verify primary devices such as weirs and flumes.

- *Reduce manhours 50%
- *Automatically calculates total discharge based on USGS and ISO methods
- *Real-time velocity graphed on color display
- *One of the lowest maintenance solutions on the market

Reduce manhours 50%

The step-by-step user interface simplifies programming, delivers real-time data, and downloads directly to PC allowing a single person to take the readings and eliminating post site visit manual data transfer from logbook to PC

Automatically calculates total discharge based on USGS and ISO methods

Reduces time to manually calculate and likelihood of errors

Real-time velocity graphed on color display

Visualize velocity trends quickly

One of the lowest maintenance solutions on the market

Electromagnetic velocity/depth sensor with no moving parts never requires mechanical maintenance

Lightweight, rugged portable meter

Only 1.5 pounds

Specifications

Accuracy 2:	$\pm 2\%$ of reading ± 0.05 ft/s (± 0.015 m/s) through the range of 0 - 10 ft/s (0 - 3.04 ms/s); $\pm 4\%$ of reading from 10 - 16 ft/s (3.04 - 4.87 m/s)
	DEPTH The larger of $\pm 2\%$ of reading or ± 0.504 in (0.015 m). Steady state temperature and static non-flowing water.
Cable Length:	20 ft
Data Storage:	Data storage for up to 10 profiles

with 32 stations per profile.

Display: LCD: Color, LCD; 3.5" QVGA, transreflective
(readable in direct sunlight)

Environmental Rating: IP67

Keypad: Alpha-numerica

Kit?: Yes

Material: Polycarbonate with a thermoplastic
elastomer (TPE) overmold

Method Name: VELOCITY - Electromagnetic
DEPTH - Diaphragm type: absolute pressure with single point calibration

Operating Temperature Range: -20 - 55 °C

Probe Type: Velocity & Depth

Range: 0 - +20 ft/s

Storage Conditions: -20 °C to 60 °C

Warranty: 12 months



FH950 Portable Flow Meter (Velocity & Depth) System with 20' Cable



Product #: FH950.11020

Quantity

USD Price: \$7,559.00

Ships within 2 weeks

Optional Accessories



[Top Setting Wading Rod Kit, Metric](#)

Product #: 75013M
USD Price: \$1,343.00

» [Add to Cart](#)



[Absorbent Wipe](#)

Product #: 9073500
USD Price: \$2.90

» [Add to Cart](#)



[Top Setting Wading Rod Kit, English](#)

Product #: 75013
USD Price: \$1,343.00

» [Add to Cart](#)



[Adjustable Meter Mount](#)

Product #: 9071700
USD Price: \$92.09

» [Add to Cart](#)



[Universal Sensor Mount](#)

Product #: 75015
USD Price: \$102.00

» [Add to Cart](#)



[Fabric Carrying Case](#)

Product #: 9073400
USD Price: \$157.00

» [Add to Cart](#)



[USB Cable](#)

Product #: 9070800
USD Price: \$28.05

» [Add to Cart](#)



[Standard Wading Rod Kit, Metric](#)

Product #: 75002M
USD Price: \$1,343.00

» [Add to Cart](#)



[Thumb Screw Kit](#)

Product #: 9073200
USD Price: \$10.85

» [Add to Cart](#)



[Lanyard](#)

Product #: 9072700
USD Price: \$8.19

» [Add to Cart](#)



[Standard Wading Rod Kit, English](#)

Product #: 75002
USD Price: \$1,343.00

» [Add to Cart](#)

[CHAT NOW](#)

TOWN OF OPHIR

Check Detail

August 1 - September 14, 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
10-000-11010 2019 General Fund Checking						
08/09/2021	Bill Payment (Check)	387	Telluride Newspapers		R	-114.70 -114.70
08/09/2021	Bill Payment (Check)	386	Stephen B. Jonhson Law Firm P.C.		R	-2,954.00 -2,954.00
08/09/2021	Bill Payment (Check)	388	SMPA		R	-43.48 -43.48
08/11/2021	Bill Payment (Check)	389	Ol' Red's Towing LLC		R	-404.00 -404.00
08/19/2021	Bill Payment (Check)	390	CenturyLink		R	-125.72 -125.72
08/24/2021	Bill Payment (Check)	391	US Post Office		R	-110.00 -110.00
09/08/2021	Bill Payment (Check)	393	Telluride Newspapers			-128.04 -128.04
09/08/2021	Bill Payment (Check)	392	SMPA			-43.48 -43.48
09/08/2021	Bill Payment (Check)	394	CenturyLink			-125.72 -125.72
09/14/2021	Bill Payment (Check)	EFT	Office Depot			-282.75 -282.75
09/14/2021	Bill Payment (Check)	EFT	Office Depot			-256.34 -256.34
09/14/2021	Bill Payment (Check)	EFT	Office Depot			-81.78 -81.78
09/14/2021	Bill Payment (Check)	EFT	Office Depot			-6.89 -6.89
09/14/2021	Bill Payment (Check)	395	Summit Fire & Security			-322.95 -322.95
20-000-11010 CTF Fund - Checking						
08/11/2021	Bill Payment (Check)	114	Delta Timber Co.		R	-600.00 -600.00
22-000-11010 Broadband Checking						
08/10/2021	Bill Payment (Check)	1137	UNCC (CO811)		R	-3.96 -3.96
08/10/2021	Bill Payment (Check)	1138	SMPA		R	-58.47 -58.47

TOWN OF OPHIR

Check Detail

August 1 - September 14, 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/10/2021	Bill Payment (Check)	1139	Little Acres Locating		R	-300.00 -300.00
08/10/2021	Bill Payment (Check)	1140	Co Dept of Public Health & Env	Cust # C000002051		-350.00 -350.00
09/08/2021	Bill Payment (Check)	1141	Visionary Broadband			-3,000.00 -3,000.00
09/08/2021	Bill Payment (Check)	1142	SMPA			-59.56 -59.56
<hr/>						
40-000-11010 Capital Projects Fund -Checking						
09/08/2021	Bill Payment (Check)	10113	Southwest Seed Inc.			-550.00 -550.00
<hr/>						
60-000-11010 Enterprise Fund Alpine Checking						
08/09/2021	Bill Payment (Check)	11120	Waste Management		R	-1,143.25 -1,143.25
08/09/2021	Bill Payment (Check)	11121	USA BlueBook		R	-209.97 -209.97
08/09/2021	Bill Payment (Check)	11122	Grand Junction Winwater Works		R	-426.62 -426.62
08/09/2021	Bill Payment (Check)	11123	Mesa County Health Dept. Regional Lab		R	-20.00 -20.00
08/09/2021	Bill Payment (Check)	11124	San Miguel Power Assoc. Inc		R	-43.48 -43.48
08/09/2021	Bill Payment (Check)	11125	Stephen B. Jonhson Law Firm P.C.		R	-218.00 -218.00
08/11/2021	Bill Payment (Check)	11126	San Miguel Environmental Services		R	-895.00 -895.00
08/19/2021	Bill Payment (Check)	11127	USA BlueBook		R	-150.81 -150.81
08/19/2021	Bill Payment (Check)	11128	Mesa County Health Dept. Regional Lab		R	-20.00 -20.00
08/19/2021	Bill Payment (Check)	11129	Grand Junction Winwater Works		R	-1,099.53 -1,099.53
08/19/2021	Bill Payment (Check)	11130	Colorado Analytical Laboratories, Inc.		R	-17.00 -17.00
09/08/2021	Bill Payment (Check)	11131	UNCC (CO811)			-15.84 -15.84

TOWN OF OPHIR

Check Detail

August 1 - September 14, 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
09/08/2021	Bill Payment (Check)	11132	Timberline Ace Hardware	237668		-139.99
						-139.99
09/08/2021	Bill Payment (Check)	11133	San Miguel Power Assoc. Inc			-43.48
						-43.48
09/08/2021	Bill Payment (Check)	11134	Little Acres Locating			-300.00
						-300.00
09/13/2021	Bill Payment (Check)	EFT	US Post Office			-51.04
						-51.04
09/14/2021	Bill Payment (Check)	11135	San Miguel Environmental Services			-895.00
						-895.00

2021 Town of Ophir RETT

Date	Property Description	Property		Purchase Price	RETT Amount
		Type			
12-Jan	Lots7&8, Block N	Land		\$ 178,000.00	\$ 7,120.00
4-Feb	Lots 9&10, Block R	Land		\$ 155,000.00	\$ 6,200.00
4-Feb	Lots 11&12, Block 4	Land		\$ 240,000.00	\$ 9,600.00
11-Mar	Lot 4B Caribou	Land		\$ 365,000.00	\$ 14,240.00
4-May	Lots 17&18, Block17	House		\$ 750,000.00	\$ 30,000.00
6-May	Lots 2&3, Blk M	Land		\$ 180,000.00	\$ 7,200.00
26-May	Lots 9&10, Block 4	Land		\$ 150,000.00	\$ 6,000.00
3-Jun	Lots 21&22 BlkM	Land		\$ 185,000.00	\$ 7,360.00
30-Jun	Lots 2&3, Blk A	Land		\$ 200,000.00	\$ 8,000.00
30-Jun	Lots 9&10, Blk11	House		\$ 800,000.00	\$ 32,000.00
2-Jul	Lots 3&4, Blk N	Land		\$ 180,000.00	\$ 7,200.00
6-Jul	Lots 5&6, Blk P	House		\$ 655,000.00	\$ 26,200.00
17-Aug	Lots 18&19, Blk S	House		\$ 1,200,000.00	\$ 48,000.00
26-Aug	Lots 3&4, Blk Q	Land		\$ 174,500.00	\$ 6,980.00
Total				\$ 5,412,500.00	\$ 216,100.00



To: General Assembly
 From: Ken Haynes, Ophir Town Manager
 Date: September 20, 2021
 Re: Recommendation for Fall Street Maintenance

Ground Pounders

1. Stormwater Drainage Maintenance – in red on map plus a few other minor areas.
2. Remove Speed Humps.
3. Grade 9th St. between Porphyry & Aurum (utilized road base next to shop)
4. \$2,200

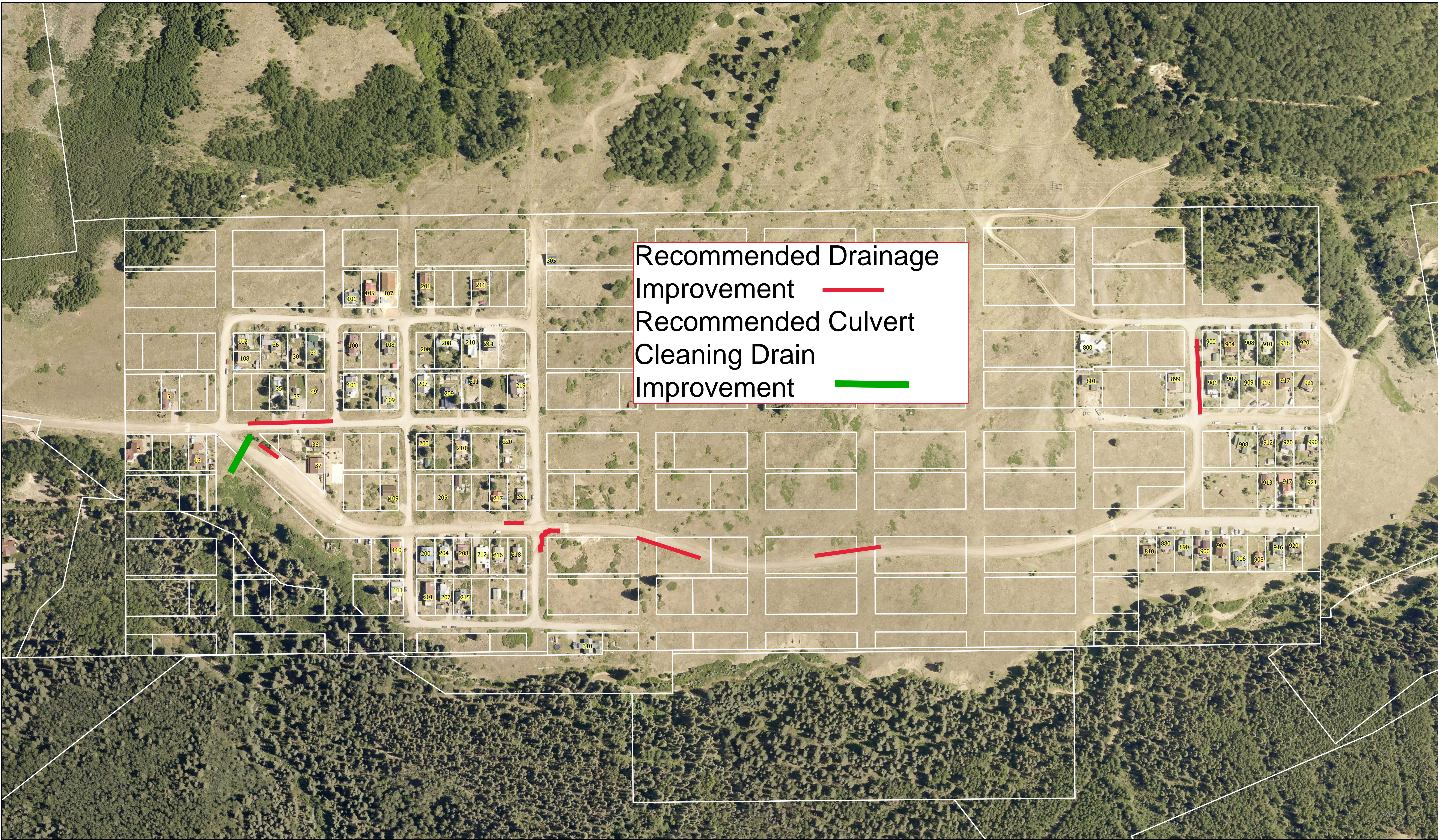
Ground Pounders / Culvert Cleaning Company

1. Clear out culvert at Porphyry & Granite Junction
2. Clear drainage blockage on south end of culvert
3. \$3,250

Town Labor

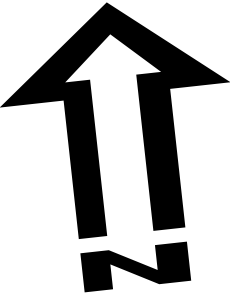
1. Remove speed signs once plowing begins
2. Install Winter Parking /Travel signs / Remove UHV Signs
3. Remove Traffic Counters before plowing starts
4. Install plow guidepost before ground freezes – set these post 2 feet off drainage and other areas of concern. This is the first year that these posts will be installed
5. Prep town equipment for winter use – Chains, plows , etc.

	2021 Budget	08.31.21 Actual
EXPENSES		
Roads		
10532 0400 - Road Dept. Labor	0	1,440
Road Department Subcontract	12,000	11,302
10536 Road Maintenance Materials	8,000	7,326
Dust Control	6,000	
Total Roads	26,000	20,068



Recommended Drainage Improvement ———
 Recommended Culvert Cleaning Drain Improvement ———

Ophir Addresses



DISCLAIMER
 This information is a product of the San Miguel County GIS Department and is intended for the display of relative positions and locations only. Users of this information agree that no assertion or warranty of any kind has been made by San Miguel County as to its accuracy. The presence on the map of a road feature does not indicate public access.
 Path G:\GISProjects\AGENCIES\OPHIR\Ophir1\Ophir1.aprx 1/27/2021
 Heather Widlund gis@sanmiguelcountyco.gov

