

The Board of County Commissioners met in regular session on January 8, 2019. Those present for the session were, John E. Peters, Chair; Ben Tisdell, Vice-Chair; Don Batchelder, Commissioner Member; Connie Hunt, County Administrator; Carol Viner, County Attorney; and Hannah Hollenbeck, Deputy Clerk of the Board.

- **Note – This meeting was recorded for reference purposes.**

A. 11:00 Reorganization of the Board items:

1. **Appointment of Chair of 2019:**
2. **Authorization for Chair to make second motions:**
3. **Appointment of Vice-Chair for 2019:**
4. **Authorization for Vice-Chair to sign warrants and other official Board of County Commissioner approved documents in the absence of the Chair:**
5. **Appointment of Commissioner Batchelder to the Board of Adjustment / Equalization as a Regular Member, and the Ouray County Clerk & Recorder and Planning Commission Chair as Associate Members:**
6. **Appointment of current BOCC Chair as Chair of the following Boards/Authorities:**
 - a. **Board of Health:**
 - b. **Board of Social Services:**
 - c. **Board of Adjustment:**
 - d. **Board of Equalization/Adjustment:**
 - e. **Local Liquor Licensing Authority:**
 - d. **Local Licensing Authority:**
7. **Appointment of Connie Hunt as Budget Officer pursuant to C.R.S. §29-1-104:**
8. **Appointment of Steven Calkins as Road Supervisor pursuant to C.R.S. §43-2-111:**
9. **Designation of the *Ouray County Plaindealer* as the legal newspaper for Ouray County for 2019:**
10. **Designation of exterior bulletin located at Ouray County Temporary Offices located at 112 Village Square West, Ridgway, CO as the official posting place for all public notices, agendas, etc., for 2019:**

M/S/P – Motion was made by Commissioner Batchelder and seconded by Commissioner Tisdell to appoint Commissioner Peters as Chair and Commissioner Tisdell as Vice Chair for 2019; authorize Vice-Chair to sign warrants and other official Board of County Commissioner approved documents in the absence of the Chair; Appoint Commissioner Batchelder to the Board of Adjustment / Equalization as a regular member, and the Ouray County Clerk & Recorder and Planning Commission Chair as Associate Members; Appoint Commissioner Peters as Chair and Commissioner Tisdell as Vice-Chair of the Board of Health, Board of Social Services; Board of Adjustment; Board of Equalization / Adjustment; Local Liquor Licensing Authority; and Local Licensing Authority; Appoint Connie Hunt as the Budget Officer pursuant to C.R.S. §29-1-104; Appoint Steven Calkins as Road Supervisor pursuant to C.R.S §43-2-111; Designate the Ouray County Plaindealer as the legal newspaper for Ouray County for 2019; Designate the exterior bulletin board located at Ouray County Temporary Offices located at 112 Village Square West, Ridgway, CO as the official posting place for all public notices, agendas, etc., for 2019. The motion carried unanimously.

B. 11:00 Call to the Public:

No items.

B. 11:01 General Business:

1. **Request for approval of warrants:**

M/S/P – Motion was made by Commissioner Batchelder and seconded by Commissioner Tisdell to approve the warrants as presented. The motion carried unanimously.

2. **Request for adoption of Resolution 2019-001 authorizing the County Administrator to Approve and Sign Contracts, Agreements, and Other Documents for Calendar Year 2019:**

M/S/P – Motion was made by Commissioner Batchelder and seconded by Commissioner Tisdell to adopt Resolution 2019-001 authorizing the County Administrator to Approve and Sign Contracts, Agreements, and other Documents for Calendar Year 2019. The motion carried unanimously.

3. **Request for approval and authorization of Chair's signature on Second Amendment to Intergovernmental Agreement between the City of Ouray, the**

Town of Ridgway, and Ouray County establishing a Multijurisdictional Housing Advisory Committee:

M/S/P – Motion was made by Commissioner Tisdel and seconded by Commissioner Batchelder to approve and authorize Chair's signature on Second Amendment to Intergovernmental Agreement between the City of Ouray, the Town of Ridgway, and Ouray County establishing a Multijurisdictional Housing Advisory Committee. The motion carried unanimously.

4. Request for approval of the December 11, 2018 Minutes:

M/S/P – Motion was made by Commissioner Batchelder and seconded by Commissioner Tisdel to approve the December 11, 2018 minutes. The motion carried unanimously.

5. Request for adoption of Resolution 2019-002 approving a variance to allow the construction of a single-family dwelling located at 7700 Highway 62 within the 50 foot setback of the Valley Zone as applied for by Steve and Becky Duce: (This application was approved by the Board at the December 18, 2018 meeting.)

M/S/P – Motion was made by Commissioner Batchelder and seconded by Commissioner Tisdel to adopt Resolution 2019-002 approving a variance to allow the construction of a single-family dwelling located at 7700 Highway 62 within the 50 foot setback of the Valley Zone as applied for by Steve and Becky Duce. The motion carried unanimously.

6. Request for approval and authorization of Chair's signature on Contract for Ouray County EMS Standby Services for the San Juan Skijoring Event, January 12-13, 2019:

Commissioner Tisdel requested that Ouray County Rodeo Association (OCRA) be included in the agreement, as only the acronym was currently listed. Commissioner Tisdel also requested that the OCRA signatory be identified in the agreement. The Board agreed.

M/S/P – Motion was made by Commissioner Batchelder and seconded by Commissioner Tisdel to approve and authorize Chair's signature on Contract for Ouray County EMS Standby Services for the San Juan Skijoring Event, January 12-13, 2019, as amended. The motion carried unanimously.

7. Request for ratification of County Administrator's signature on Proposal from Valley Restoration and Construction for the Courthouse Restoration Project:

M/S/P – Motion was made by Commissioner Batchelder and seconded by Commissioner Tisdel to ratify approval and authorization of the County Administrator's signature on Proposal from Valley Restoration and Construction for the Courthouse Restoration Project. The motion carried unanimously.

8. Review and acceptance of the December 2018 Public Trustee Report:

M/S/P – Motion was made by Commissioner Batchelder and seconded by Commissioner Tisdel to accept the December 2018 Public Trustee Report. The motion carried unanimously.

C. 11:06 Commissioner/Administrative Reports:

Commissioner Tisdel discussed the following:

- 1) **Broadband Update** – Commissioner Tisdel reported that the group would be meeting with Colorado Telehealth Network (CTN) and with Region 10. He said that the project was moving forward.
- 2) **Regional Forest Health Issues Meeting** – Commissioner Tisdel said that former legislator Ellen Roberts was seeking to host a meeting with various counties to discuss forest health issues from a state and federal perspective. He said that he would respond to the request indicating that the County was willing to participate in the meeting.
- 3) **Box Canyon Sign** – Commissioner Tisdel said that the Board had received a letter regarding a complaint against the lighted sign. The Board said that they had already provided a response on the matter.
- 4) **Board Retreat** – Commissioner Tisdel asked if the annual work session retreat had been scheduled. Hunt said that it would be scheduled in February.

11:14 The Board took a short break:

D. 11:19 The Board of County Commissioners convened into executive session pursuant to C.R.S. § 24-6-402(4)(e) for a conference with the County Attorney for the purpose of receiving legal advice on specific legal questions regarding Winter Maintenance Agreements on County Road 5:

Viner requested that the executive session would also include C.R.S. § 24-6-402(4)(b) conferences with an attorney.

M/S/P – Motion was made by Commissioner Batchelder and seconded by Commissioner Tisdel to convene into executive session pursuant to C.R.S. §24-6-402(4)(b) conferences with an attorney for the purpose of receiving legal advice on specific legal questions and C.R.S. §24-6-402(4)(e) determining positions relative to matters that may be subject to negotiations regarding Winter Maintenance Agreements on County Road 5.

A roll call vote was taken on the motion with the following results:

Commissioner Peters voted in the affirmative.
Commissioner Tisdel voted in the affirmative.
Commissioner Batchelder voted in the affirmative.

There was no discussion. Motion passed unanimously.

As County Attorney, it is my opinion that the discussion of the matter announced in the motion to go into executive session constitutes a privileged attorney-client communication.

John E. Peters, Chair

Carol Viner, County Attorney

11:20 The Board of County Commissioners entered executive session:

12:43 The Board of County Commissioners exited executive session:

Commissioner Peters stated that the Board had exited executive session; no decisions were made and the discussion pertained to what was stated in the motion.

E. 12:43 Lunch:

F. 1:30 Discussion / possible action on Winter Maintenance Agreement (WMA) for County Road 5 between Ouray County and the owners of real property adjacent to County Road 5:

Jeff Conklin, Karp Neu Hanlon, Representing the Property Owners, was present.

Commissioner Peters said that the Board had received and reviewed all of the public comment emails. He said that the purpose of the meeting was to review the agreement and discuss its merits and not to rehash the comments previously heard. He explained that the Board would briefly discuss the agreement, and then the applicant would be given the opportunity to make a presentation. He said that public comment would be allowed but comments would be limited to the substance of the agreement.

Commissioner Batchelder said that the consensus from the public meetings was to pursue the development of a parallel trail, and that was the direction the Board was striving towards. He said that that the agreement before the Board was the result of actions and positions taken in negotiations and work sessions. He said that he would be recommending minor changes to the agreement; however, he said that the document as written would be a very reasonable request if a parallel trail existed.

Commissioner Tisdel said that the process revealed that there was a general willingness to pursue the development of a parallel path as a long term solution and that was his intention to continue to pursue. He said that the development of a parallel path was the long term goal, in order to balance the needs of property owners and recreationalists.

Commissioner Peters said that everyone's opinion was important. He said that the Board was tasked with making difficult decisions; in order to work towards a solution, he stressed the importance of civility and respect when comments were made.

Commissioner Peters invited Conklin to make a statement.

Conklin said that he was representing most of the land owners on the upper portion of County Road 5. He said that the property owners had the simple goal of reasonable access to their properties; he said that reasonable access may include plowing the road in the winter months. He said that the request was the only reality that was acceptable to his clients, and that it was not an attempt to solve or legislate any of the other issues that existed on County Road 5 or on the County Road system. Conklin continued to highlight a few main points of the agreement. He said that the properties were located adjacent to, or were accessed by County Road 5 which was located in the Alpine Zone where single-family residents were a use-by-right. He said that site-development permits and building permits had been issued without restricting access of the property owners. In addition, property owners had paid road impact fees. Conklin said that the property owners used their property year-round, including for agricultural purposes. Conklin said that County Road 5 was a primary road and was not designated as a rural or remote road. He said the majority of the properties in the area were accessed solely by County Road 5. He cited that Craig Morrison had held an annual agreement with the County for winter maintenance since 2012.

Conklin said that the term of the agreement was purposely set as a multi-year term. He said that it allowed for the owners to have security and certainty on their right to access their properties. He said that

the width of the plowing was amended to state was reasonably necessary. Again, he said that he term was purposeful as it allowed the property owners the flexibility to react to changing situations and terrain. He said that the standard would allow the person doing the plowing to be reactive and anticipate safety issues.

Conklin said that the issue of skiing on the road was clear; he said that the County Attorney had advised the Board that skiing on the road was illegal, pursuant to State Statute. He said that the WMA was not the proper place to legislate the issue and those issues separate from winter maintenance should be dealt with outside the WMA.

Conklin said that the agreement was drafted under the primary criteria of protecting the integrity of the road. He said that the agreement addressed issues like bond and insurance requirements, and other safety and review procedures; he believed that those issues were adequately addressed in the agreement.

Conklin said that the Board had provided direction to staff during the December 18, 2018 meeting to close the road to wheeled vehicles. He requested that that the direction be withdrawn or amended to allow the property owners wheeled access as part of any action taken on the winter maintenance agreement. He encouraged the Board to approve the agreement.

Commissioner Peters said that public comment would be taken. He reiterated that comments be limited to the agreement and kept brief.

Danika Gilbert, Elk Meadows resident, said that she had several issues with the agreement mainly pertaining to the lack of a term. She said she understood Conklin's statement for the need of certainty, but looking forward there may be the need to establish some limitations. Gilbert said that the agreement was vague about how far the plowing would be allowed; she said that it appeared to state that it would be wherever the property owners wanted it. Gilbert stated that approving the agreement would be premature, given the other unresolved issues in the area.

Rein van West, Ridgway resident, said that he wouldn't pontificate on the pleasures and joys he had experienced skiing on County Road 5 in the past sixteen years. He said that he had questions regarding the property owner's access to County Road 5. He asked if there would be a cable or a gate restricting access. He said that he thought he had read that management of access would be left to the County to determine if a cable or gate would be utilized. He asked if other users would be allowed to have wheeled access to the National Forest lands accessed by County Road 5. He asked if the County Attorney could share some of the conversation had regarding how the decision regarding access was deliberated and decided.

Commissioner Batchelder said that it was technically inappropriate for a member of the public to ask questions of the County Attorney. He asked Conklin if he agreed that the information he presented and was contained in the agreement intentionally did not address anything but property owner access. Conklin said that the summation was reasonable. Commissioner Batchelder said that Section 1(E) of the agreement stated that that "the County may install a gate to limit vehicles accessing the Upper Portion of County Road..." He asked if van West was concerned about the language creating a situation where recreational and other users of the road may not be able to access National Forest lands; van West agreed.

Tom Emilson, Ridgway, said that a significant portion of the land owners claimed that they were promised wheeled access to their properties. He asked if the statement had been inspected and verified to be valid. Emilson said that he had never seen confirmation of the assertion of rights to access their properties year round via wheeled access. He said that if the claims had been verified and confirmed to be valid, then the discussions regarding the agreement could proceed; however, if the rights were not confirmed, then he was unsure why the County was accommodating the request. He added that he was also concerned about the County approving an agreement without specifying the widths and distance that would be allowed to be plowed. He said that the distances needed to be included in the agreement in order for allow for safe roads pursuant to State and County regulations.

Viner said that the Board was not a judicial entity and could not answer Emilson's question regarding access rights. Commissioner Peters said that Emilson's first question could not be answered by the Board, but that his second question regarding plowing width and distance would be discussed during deliberation.

Emilson said that he was at a loss to why the Board could not answer his question regarding access rights. Commissioner Batchelder said that it was legal question.

John Clark, Ridgway resident, speaking to Emilson's question, said that the property owners had claimed that the road was public road and that they had a right to access it. He said that the County had taken the stance that the property owners had the right to ask for maintenance or to provide private maintenance on a road not maintained by the County in the winter months; he said it was a gray area.

Clark said that he empathized with the property owner's request for a multi-year agreement; he said that having the peace of mind guarantee to access their property made sense; however he ultimately thought the request was inappropriate as there were too many questions. He said that it was the Board's responsibility to figure out how to address and balance the needs of the recreational community and come up with a solution that worked for both the recreationalists and the property owners. He reiterated that it was inappropriate to approve a multi-year agreement. Clark added that a \$2,500 bond seemed inadequate.

Diane Thompson, Elk Meadows resident, said that she had copies of property owner's site development permits. She said that the property owners were aware that there was no winter maintenance along that

portion of road. Commissioner Batchelder clarified that while the site development permits contained a statement citing that there was no County-performed winter maintenance; the acknowledgement did not deny the right of the property owners to request that private maintenance, or that the County perform maintenance. Commissioner Tisdell said that the statement was included on site development permits and building permits; he said that it may not necessarily apply to agricultural properties. He said that the statement simply recognized the lack of County-performed winter maintenance. He added that there were many properties adjacent to, or accessed by County Road 5 that did not have a structure or a site development permit. Thompson asked if agricultural properties had different rules. Commissioner Tisdell responded that Ouray County was a Right-to-Farm County and that the designation had meaning in Statute and through County Ordinance. Thompson asked if the provisions granted agricultural properties like Wolf Cattle Company, gave permission to plow the road to extricate cows, like what had occurred the week prior. Commissioner Tisdell said that it basically did.

Joe Ryan, San Juan Huts operator, said that he did not see the distance of the plowing specified in the agreement. He asked if plowing would be allowed all the way to the National Forest boundary. He asked how the County was prepared to deal with the wetlands and water issues. He said that he had toured the area with a representative from a construction company and that the representative said that the Environmental Protection Agency (EPA) and Army Corps of Engineers would need to be consulted. Joe Ryan said that if permission was granted for this agreement, other properties owners further up the road would request that plowing be extended to their properties. He added that there were ditches close to the road that would be impacted from plowing, as there was limited space to push the snow. Ryan said that trees would have to be cut to allow for snow to be pushed off the side of the road. Ryan added that if the road was plowed, it would no longer be legal to ski or snowmobile on the road. Ryan said that the Board was denying the public the ability to access public lands. He said that the property owners had previously claimed that the Forest Service would allow the construction of a new parking area on Forest Service Land; he thought that was a stretch. Ryan cautioned the Board from making a decision that would set a precedent for other County Roads. He asked how the Board would contemplate dealing with the precedent and denying access to public lands. Ryan asked what the Board would do when property owners further up the road requested plowing. He said that he had gotten cows out of the area while on skis.

Commissioner Peters said that the Board would not be setting a precedent. He said that he was not sure the Board could legally deny someone from accessing their property. Ryan said that he was not talking about denying access. He asked what the Board's action would be regarding wetlands and ditches and cutting down trees. Commissioner Peters said that the contemplation of plowing to the National Forest boundary was outside the parameters of the agreement. He said that the Board would only be deciding on the agreement as drafted.

Anne Ryan, San Juan LEADS, said that community members in favor of leaving the road snow covered kept showing up to the meetings and writing letters. She said that the Board had received other proposals from user groups that were not property owners that protected the public's right to access public lands and deserved the Board's attention. Anne Ryan did not think that the non-property owner's proposal received equal forum. She urged the Board to entertain the comments and proposals from the Ridgway Ouray Community Council (ROCC) and from the many other recreationalists. She said that she was not trying to create conflict; instead she was trying to create a comprehensive solution. She said that conflict occurred when only one party's interest was considered. Anne Ryan said that the property owner's proposed agreement denied the federal rights of everyone to adequately access public lands. She encouraged the Board to look at everyone's interest.

Patsy Miller, Log Hill Mesa resident, asked if over-the-snow access had been considered.

Joel Northy, Wolf Cattle Company, urged the parties to work together. He said that he had attempted to retrieve some lost cattle from the area the week prior. He said that he met with Commissioner Tisdell to review his options and ultimately chose not to plow the road out of respect, despite having the right to do so. He said that he encountered some skiers along the road who helped in the search for the cows. Northy said that, unfortunately, his plow broke on the way down the road, resulting in him having to set the plow down. He said that that he felt that the property owners were trying to be respectful to the recreationalists. He said that it was not his intent to prevent the public from accessing the National Forest; he said the right to access public lands was important and that the community needed to work together.

Danika Gilbert reiterated that the proposed agreement did not say where the plowing would end, nor did it have a specified term.

Dolgio Nergui, Ouray resident, asked the Chair to restate his disclaimer that only comments relating to the agreement would be considered for the benefit of those that were late arriving to the meeting. Commissioner Peters restated the disclaimer.

Anthony Geagauff, Ridgway resident, agreed with John Clark. He said that it was too much to grant a multi-year agreement. He added that the property owners knew that there was no County-performed maintenance on that portion of County Road 5. Commissioner Peters reminded Geagauff that comments needed to be limited to the agreement. Geagauff reiterated that they were aware of the winter maintenance situation when they purchased property.

Roze Evans, Ridgway resident, said that the ROCC attorney had reviewed the winter maintenance agreement and asserted that there were eight points that were grossly negligent and potentially open to liability. She said that if the attorney was correct about just one of the points, the agreement needed to be denied. Evans said that she thought that there should be no plowing allowed on the road. She was worried about the precedent the agreement would have on other roads.

Ruth Stewart, Ridgway resident, was also concerned about the lack a term in the agreement. She said that setting a time period would be reasonable to see how things were working and how plowing was impacting the road. Additionally, Stewart thought that the provision allowing the property owners to gate the road was limiting. She said that that it was a safety issue and that it should be left open for all access. Speaking as an emergency medical technician (EMT), Stewart said that it was easier to access areas that had consistent maintenance: either plowed for the distance of the road or not plowed at all. She said that it was important that any agreement provided some respect to the multiple users of the road. She thought that it was problematic that there were not provisions for all users of the road.

Scott Williams, Pleasant Valley resident, asked the Board if they believed the majority of the property owners wanted to see an alternate trail. He did not think that was the case. He said that the property owners that were against the construction of the trail would need to provide some portion of the land in order to make a parallel trail viable. He said that the best way to bargain with those property owners was to deny the agreement as proposed.

Kelly Ryan, San Juan Huts, said that she operated a business that had two backcountry huts accessed off of County Road 5. She said that the Board would effectively be shutting her business down if they agreed to the WMA. She said that the Board would be negatively affecting the local economy by entering into the agreement. She asked why the Board would be considering an agreement that blatantly disregarded Resolution 2016-019. Ryan said that the agreement did not address wildlife protection, water mitigation, or impacts to County resources, including undue risk and stress on emergency responders. Ryan requested that the Board review the agreement in the context of their own guidelines; she said that the Board would find that the agreement did not meet the requirements of Resolution 2016-019. She reiterated that the \$2,500 bond amount was much too low when considering how costly road repairs were. She added that it was vague to who the County was entering into the agreement with. Ryan cited that the agreement held references to "land owner" "land owners" and to Craig Morrison. She questioned who would ultimately be responsible in the case that there was road damage. Ryan concluded her statement by saying that, if the agreement was granted, the County would be losing their largest bargaining chip and that the parallel trail idea would not be pursued. Ryan added that she thought the parallel trail idea was short sighted. Ryan urged the Board to look at their own guidelines and to come to the conclusion that the WMA did not fit or meet any of the requirements.

Hearing no additional public comment, Commissioner Peters closed the public comment portion. Commissioner Peters invited Conklin to present a response to the statements made during public comment.

Conklin said that the agreement was ultimately about property rights. He said that the property owners had the right of legal access under common law. Conklin disagreed with the public comment stating that there was no stated terminus of plowing; he said that the agreement permitted what was reasonably necessary. He said that historic bond amount was \$500 and that the \$2,500 amount had been increased to protect the County. He said that the County would be informed of the extent that the property owners needed to plow prior to the winter season, pursuant to condition 1(b). Conklin said that the landowners that were party to the agreement had been identified in Exhibit A of the agreement. Conklin concluded his statement by saying that this agreement under consideration was much more restrictive than what was typically approve in other jurisdictions statewide; additionally, it was created from the County's winter maintenance agreement template and therefore complied with all County resolutions and regulations.

Commissioner Tisdell thanked the public for their comments; he said that they were very helpful in addressing things that had not been on the record previously, particularly regarding emergency response. Commissioner Tisdell said that the intent was to get a solution that could work for multiple years. He agreed with public commenters that he had a problem with the open-ended term and distance. He agreed with Commissioner Batchelder's earlier statement that the agreement as written was very workable if a genuine multi-use solution was in place. He reiterated that he had some problems with the agreement as written for the immediate future, particularly with the term and open ended length of plowing.

Commissioner Batchelder said that it was in the best interest of the County to begin looking at the negotiation process for the development of a parallel trail. He recognized that the agreement and the parallel trail were not preferred solutions for all, but that it was offered as a compromise. He said that he was going to propose some changes to the agreement that would incentivize each part to continue working towards the development of a parallel trail. Commissioner Batchelder said that the County had originally prefaced the discussion by saying that the County lacked the time and resources to contribute; however, he now recognized that the County would need to be a major player in the discussions and potentially apply for grants.

Commissioner Batchelder continued on to recommend changes to the agreement. He requested that the second "whereas" statement be amended to state: "...beyond the intersection of County Road 5 and County Road 5A *going South to the Forest Service boundary...*" The Board agreed. Commissioner Batchelder recommended that the third "whereas" statement be amended to strike "may need" and replace with "*desire.*" The Board agreed. Commissioner Batchelder said that the provisions in the 5th "whereas" statement were cumbersome. He suggested that provisions (a)-(g) be struck and replaced with a statement saying that "*the policy guidelines have been met.*" The Board agreed.

Continuing to the Terms and Conditions section, Commission Batchelder suggested that limitations and parameters be placed on vehicle access by adding a clause that subjected snow removals to the limitations created in item 1(c). He also suggested limiting snow removal to one lane to not create conflicting clauses. The Board agreed.

Commissioner Batchelder said that 1(b) referred to property owners plowing and removing snow. He said that he wanted to put some additional controls and oversight on that activity and suggested that "upon

request and subsequent Board approval; such approval will not be unreasonably denied.” He said that he was trying to limit the situation in which plowing was performed and then contended that it was emergent. Clark asked if it was appropriate to give the oversight to the Road and Bridge Superintendent. Commissioner Batchelder agreed. Commissioner Peters asked how EMS would respond to an emergency on the affected portion of County Road 5. Stewart said that if the road was not plowed or the condition was unknown snowmobiles would be used. She said that arranging for plowing was time intensive. Commissioner Peters cautioned the Board from crafting conditions that limited or hindered emergency response.

Commissioner Batchelder suggested that condition 1(c) be struck and replaced with Conditions 1 (a), (b), and (c) in the WMA from the 2017-2018 winter season in order to minimize impact to recreational users. Viner confirmed that Commissioner Batchelder was suggesting that the property owners be limited to plowing to the .9 terminus and only when 8 inches or more of snow existed. Commissioner Batchelder confirmed this was correct. Viner asked if the gate would be closed to recreationalists wishing to drive a wheeled vehicle up the road. Commissioner Batchelder confirmed this was correct. He said that it was not an attempt to deny access; however, there was a strong desire to keep leverage on all parties to ensure participation and ultimately construction of a parallel trail. He reiterated that if a parallel agreement existed, he would very easily consider the agreement as written. Additionally, he suggested that the agreement as originally proposed be attached as an exhibit. The Board agreed to the changes.

Commissioner Batchelder suggested that condition 1(d) be removed. The Board agreed. Commissioner Batchelder requested that “*acknowledge*” replace “*agree*” in condition 1(e). The Board agreed.

Commissioner Batchelder requested that condition 1(f) be removed and replaced with condition 1(f) from the 2017-2018 WMA. He said that the goal was to ensure multi-use while maintaining safety in plowing. He said that the faster the plow the greater degree of unsafety and it made sense to limit or eliminate plows that went fast. The Board agreed.

Commissioner Batchelder suggested that the first sentence of condition 1(k) be removed and the second sentence be prefaced with “*The parties acknowledge that...*” The Board agreed.

Commissioner Batchelder suggested that condition 1(k) of the 2017-2018 agreement be added, as modified to state that the County forward any complaints received to the property owners on a timely basis. The Board agreed.

Commissioner Batchelder requested that condition 3 – Termination be struck and replaced with the termination clause in the 2017-2018 agreement. He said that that, fully understanding that it would take time to develop a parallel trail; he was willing to authorize the agreement for a two year term. He said that the intent was once a parallel trail was established, the agreement as presented could be considered. Commissioner Tisdell said that he would prefer if the agreement terminated on June 30, 2019, and automatically renew for another year if a determination had been made for a parallel trail. Viner asked how the Board would make the determination that substantial progress had been made in the development of a parallel trail. Commissioner Tisdell said that it would be up to the Board to decide. Commissioner Batchelder said that he made suggestions for changes in order to incentivize the development of a parallel trail and encourage property owner involvement in that process. Commissioner Peters agreed.

Commissioner Batchelder requested that the last sentence of condition 4(c) be removed. The Board agreed. Commissioner Batchelder requested that condition 7 be struck as it was premature. The Board agreed.

Viner suggested that, while the Board was considering a two year term, something be included maintaining the County’s control of the road. She said that she would include some language speaking to the oversight.

Commissioner Tisdell asked if a provision could be added allowing recreational users the right-of-way. The Board agreed.

The Board agreed to authorize Viner to make the revisions for consideration.

Commissioner Tisdell said that he hoped the public understood that the goal was to develop a parallel track and that this is how it would happen.

Commissioner Peters reopened public comment for comments and questions.

Kelly Ryan said that, as San Juan Huts had two huts accessed from County Road 5, her business would be requesting keys for any gates. She asked about the statute that disallowed skiing on County Roads. Viner said that only the state legislature or a court could change or comment on the language and that the Board was neither of those entities. Ryan encouraged clarification on the matter as the Board had set up the agreement to allow recreational users to use one lane of the road. She said that something needed to be added or clarified to assure recreational users of the legality to use the road.

Rein van West said that the public needed to be able to review a clean copy of the agreement and comment on it before a vote was taken.

Al Lowande, Ridgway resident, said that a discussion needed to be had on how the parallel track would be constructed and paid for. He said that there needed to be a number of different solutions for discussion and that grants would need to be applied for.

Patsy Miller said that the federal government had recently announced \$63 billion in grant funding, specifically prioritizing projects that enhanced access to recreation.

Diane Thompson stated that she hoped that Resolution 2016-019 could be revised to include a provision that required winter maintenance applicants to consider the historical use of the road.

John Clark echoed Thompson's statement. He cautioned the Board from rushing into something simply because the property owner's attorney had requested it.

Scott Williams agreed with van West. He said that it was important for the public to be able to review the agreement and comment on it prior to adoption. He asked about the negotiation process for the development of a parallel trail. He said that the County was in the best position for negotiating.

Kate Kellogg, Ridgway resident, hoped that the Board would take into consideration that a locked gate blocked the public from accessing National Forest. Commissioner Batchelder said that the gate had been in place for five years and that it was not blocking access to public lands; it only restricted wheeled vehicle access in the winter.

Kelly Ryan agreed with what Clark had said earlier. She said that the Board was setting precedence in relation to Resolution 2016-019 and encouraged the Board to consider a County policy that required purchaser acknowledgment that winter access to properties via wheeled vehicles may not be guaranteed. Commissioner Batchelder said that the Board may not have the legal right to adopt such a policy. Ryan replied that approving the WMA would open the door for more requests for private maintenance and gating County Roads. She encouraged the Board to use some foresight.

Austin Wright, Log Hill Mesa resident, expressed his disappointment with the process. He said that he was at the meeting when the County Attorney was assigned to meet with the property owners to come up with an acceptable resolution. He said that the WMA was not a part of the proposal. He thought that all the work that had gone into the discussions had been thrown away and that it was a waste of time.

Hearing no other public comment, Commissioner Peters closed public comment.

The Board agreed to review the amended winter maintenance agreement at the next meeting.

3:33 The Board of County Commissioners adjourned the regular session.

BOARD OF COUNTY COMMISSIONERS
OF OURAY COUNTY, COLORADO

Attest:

John E. Peters, Chair

Ben Tisdell, Vice-Chair

Michelle Nauer, Clerk and Recorder
By: Hannah Hollenbeck, Deputy Clerk of the Board

Don Batchelder, Commissioner Member