



BOARD OF COMMISSIONERS
HILARY COOPER KRIS HOLSTROM LANCE WARING

REGULAR MEETING AGENDA

Wednesday, July 31, 2019

333 W Colorado Ave, 2nd Floor Telluride CO

1. **9:30 am Call to order.**
2. **Review of Agenda.**
3. **Calendar Review.**
4. **9:35 am CONSENT AGENDA**
 - a. Acceptance of the Treasurer Semi-Annual Report.
 - b. Acceptance of Public Trustee Report for the Second Quarter of 2019 April 1, 2019 through June 30, 2019, Report
 - c. Approval of Chair's signature on a Special Events permit to serve Malt, Vinous & Spirituous Liquor August 17, 2019 for Telluride Reserve LLC on behalf of Telluride Mountain Village Owners Association (TMVOA), 101 Christina's Way, Telluride, CO, based on the County Clerk's Written Findings.
 - d. Approval of Chair's signature on a Special Events permit to serve Malt, Vinous on August 10, 2019, for Placerville Volunteer Fire Dept., 410 Front Street, AKA Placerville/Schoolhouse Park, Placerville, CO, based on the County Clerk's Written Findings.
 - e. Approval of Chair's signature as the Board of Commissioners and as the San Miguel County Dept. of Health Agreement Amendment No. 5 concerning certain performance-related benchmarks for the county department from July 1, 2019 through June 30, 2020.
 - f. Acceptance of Building Department Reports - June 2019.
 - g. Ratification of approval by the County Board of Commissioners to adopt the 2019 CC4CA policies.
 - h. Consideration of a recommendation by the Abatement hearing officer to approve Petition # 2019-47 for Abatement or Refund of Taxes, approval for the year 2018, Samantha Andrews and Joseph Guthrie, Sec 21 T45N R13W, Schedule Number R2030023910.
 - i. Ratification of Chair's signature on a letter changing the scope of the Division of Local Affairs grant for the Sheriff's Office Expansion project.
 - j. Approval of Chair's signature on an Partners agreement with Montrose County

as a fiscal agent for the West Region Healthcare Coalition.

- k. Ratification of Chair's signature on a Grant offer for the Airport Improvement Program (AIP) Project No. 3-08-0088-035-2019, location Telluride Regional Airport.
- l. Approval of Chair's signature on an Insubstantial Plat Amendment
Administrative Approval to Modify Building Envelope for Lot P12, Idarado Subdivision.
- m. Approval of Chair's signature on an Insubstantial PUD Amendment
Administrative Approval to Modify side setback for Lot Hub 2E, Lawson Hill PUD.
- n. Notification of County Administrator's approval to spend \$35,247 for a new vehicle for the department of Social Services.
- o. Approval of Chair's signature on an amendment to the 2019 Engagement of Service Agreement for Michael J. Bordogna adding an hourly rate for any work he does on behalf of the county before his official start date of 9/1/2019.
- p. Approval of Chair's signature on a letter of support for a grant request for Forethought.net to provide fiber in the Ski Ranches subdivision.
- q. Other, as needed.

5. **9:35 am Social Services Matters:**

- a. Approval of Chair's signature on Social Services Department Balance Sheet May 2019, Earned Revenue and Expenditures May 2019, Expenditures through Electronic Benefit Transfers June 2019, Check Register for the Month of June 2019, County Allocation/MOE Report MAY-2019, and 2019 Caseload Report/MOTION
20 mins Carol Friedrich, County Social Services Director
- b. Request for approval and authorization of Chair's signature on a Core Services Plan for FY 2019-2020 for the Child Welfare Program./MOTION
Carol Friedrich, County Social Services Director
- c. Other, as needed.

6. **10:00 am PLANNING MATTERS:**

- a. 10:00 a.m.Public Hearing: Substantial Plat and PUD Amendment- - TSG Ski & Golf LLC, Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD (PUD), in Affordable Housing PUD Zone District, to modify some of the lot lines between certain lots, to amend the PUD Development Plan Land Use Matrix, and to change certain allowed uses, from single-family residences to duplexes and/or triplexes and vice versa. MOTION/ADOPTION OF RESOLUTION
45 mins Kaye Simonson, Planning Director
- b. Other, as needed.

7. **10:45 am Update with County Government Affairs/Natural Resources Director/Lynn Padgett (20mins)**
 - a. Other, as needed.
8. **11:05 am ADMINISTRATORS REPORT/Lynn Black (5mins)**
 - a. Update with County Administrator
 - b. Other, as needed.
9. **11:10 am COMMISSIONER AND PUBLIC DISCUSSION (5mins)**
 - a. Public Discussion.
 - b. Update on Outside Meetings
10. **11:15 am ATTORNEY MATTERS/Amy Markwell (20mins)**
 - a. Consideration of a resolution implementing reasonable requirements as the maximum distance "key employees" may maintain as their principal place of residency. /MOTION
 - b. Discussion and request for direction on the Oil and Gas Commission Rule-making and the board's participation.
 - c. Update on Litigation.
 - d. Other, as needed.
11. **12:30 pm ADMINISTRATIVE MATTERS (60mins)**

(Any of these items may involve an Executive Session C.R.S 24-6-402)

 - a. 12:30 p.m. Update with Acting Forest Supervisor Jerry Krueger and Deputy Forest Supervisor, Chad Stewart, Grand Mesa, Uncompahgre and Gunnison National Forests.
60 mins
 - b. Other, as needed.
12. **1:30 pm Adjournment.**

NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded, and ACTION MAY BE TAKEN ON ANY ITEM. Formal Action cannot be taken at Work Sessions. For further information, contact the County Administration office at 970-728-3174. If special accommodations are necessary per ADA, contact 970-728-3174 prior to the meeting.

Packet materials will be available on the San Miguel County website at www.sanmiguelcountyco.gov no later than 5:00 pm on the Friday before the meeting.

Changes to the meeting and work session schedule will be officially posted at the **designated posting place** for BOCC notices located at the front entrance to the County Offices, located in the Miramonte Building First Floor, 333 West Colorado Avenue, Telluride CO.

Agenda Distribution:

Miramonte Bldg.	Egnar Post Office	KOTO News
Courthouse Bldg.	Norwood Post Office	Norwood Post
Glockson Bldg.	Ophir Post Office	Telluride Daily Planet
Town of Telluride	Placerville Post Office	The Watch
Town of Mountain Village	Town of Norwood	



AGENDA ITEM - 4.a.

TITLE:

Acceptance of the Treasurer Semi-Annual Report.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Treasurer
Description:			

ATTACHMENTS:

Description

Treasurer Semi Annual Report

Upload Date

7/9/2019

Semi Annual Report

Start Date	01/01/19
End Date	06/30/19

Account Name	Beginning Balance	Current Tax	Delinq Tax	Misc Receipts	Transfers	Treasurer Fees	Disburse	Ending Balance
101 GENERAL FUND	(\$14,159,416.27)	\$4,658,818.88	\$16,709.27	\$4,228,566.82	\$0.00	\$0.00	(\$5,852,408.67)	(\$17,183,153.42)
102 ROAD & BRIDGE	(\$3,980,692.77)	\$1,433,482.91	\$5,141.29	\$414,217.94	\$0.00	(\$27,121.77)	(\$1,632,785.42)	(\$4,165,027.98)
103 SOCIAL SERVICES	(\$58,630.17)	\$116,942.09	\$419.42	\$244,634.53	(\$8,717.82)	\$0.00	(\$368,603.80)	(\$42,603.03)
104 SALES TAX/CAPITAL	(\$2,915,094.84)	\$0.00	\$0.00	\$832,925.68	\$0.00	\$0.00	(\$729,542.44)	(\$3,018,478.08)
105 CONTINGENCY FUND	(\$627,830.57)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$627,830.57)
106 TRANSPORTATION	(\$479,226.92)	\$0.00	\$0.00	\$586,787.50	\$0.00	\$0.00	(\$715,332.97)	(\$350,681.45)
107 RETIREMENT FUND	(\$91,409.67)	\$294,241.23	\$1,055.32	\$16,484.60	\$0.00	\$0.00	(\$231,389.53)	(\$170,036.08)
108 OPEN SPACE FUND	(\$3,577,418.22)	\$1,131,697.00	\$4,058.92	\$33,487.89	\$0.00	(\$33,893.64)	(\$409,848.11)	(\$4,296,130.99)
109 CONSERVATION TRUST	(\$103,501.36)	\$0.00	\$0.00	\$19,736.07	\$0.00	\$0.00	\$0.00	(\$123,237.43)
110 LODGING TAX	(\$8,427.09)	\$0.00	\$0.00	\$385,447.40	\$0.00	\$0.00	(\$385,421.70)	(\$8,452.79)
111 VEGETATION MANAGEM	(\$46,715.08)	\$0.00	\$0.00	\$27,573.57	\$0.00	\$0.00	(\$92,323.75)	\$18,035.10
112 EARLY CHILDHOOD	\$186,851.89	\$565,848.61	\$0.00	\$14,977.64	\$0.00	(\$16,975.39)	(\$399,908.95)	\$23,134.28
113 MENTAL HEALTH	\$0.00	\$565,848.61	\$0.00	\$14,970.21	\$0.00	(\$16,975.39)	\$0.00	(\$563,619.13)
114 COUNTY ABATEMENT	\$0.00	\$261,799.26	\$0.00	\$6,717.46	\$0.00	\$0.00	\$0.00	(\$268,412.95)
115 PUBLIC HEALTH	(\$43,088.43)	\$0.00	\$0.00	\$119,808.20	\$0.00	\$0.00	(\$246,302.11)	\$83,405.48
116 ENERGY FUND	(\$23,419.29)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$22,981.84)	(\$437.45)
120 EARLY CHILDHOOD CA	(\$615,383.97)	\$0.00	\$2,029.46	\$275.47	\$0.00	\$20.27	\$0.00	(\$614,816.23)
198 San Miguel Recreat	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
199 INDUSTRIAL REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
224 SAN MIGUEL CO HOU	(\$727,839.72)	\$0.00	\$0.00	\$16,755.04	\$0.00	\$0.00	(\$12,644.00)	(\$731,950.76)
226 SMC DISPOSAL DISTR	(\$45,828.97)	\$82,550.00	\$519.50	\$5,998.46	\$0.00	(\$2,471.85)	(\$61,016.57)	(\$70,651.10)
227 SMC DISPOSAL DISTR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

County Funds Total:	\$27,317,071.45	(\$9,111,228.59)	(\$29,933.18)	(\$6,969,364.48)	\$8,717.82	(\$97,417.77)	(\$11,160,509.86)	\$32,110,944.58
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Account Name	Beginning Balance	Current Tax	Delinq Tax	Misc	Transfers	Treas Fees	Disburse	Ending Balance
450 TELLURIDE SCHOOL D	(\$27,021.29)	\$4,382,762.98	\$2.79	\$113,904.88	\$0.00	(\$10,949.95)	(\$4,484,398.82)	(\$23,857.65)
460 TELLURIDE SCHOOL D	(\$10,691.21)	\$1,675,485.50	\$1.10	\$43,417.61	\$0.00	\$0.00	(\$1,718,798.66)	(\$9,018.15)
461 TELLURIDE SCHOOL D	\$0.00	\$273,696.45	\$0.00	\$7,085.26	\$0.00	(\$684.23)	(\$278,500.42)	(\$1,470.10)
462 TELLURIDE SCHOOL D	(\$1,053.65)	\$175,223.61	\$0.11	\$4,531.14	\$0.00	(\$1,750.73)	(\$177,910.42)	(\$935.33)
463 TELLURIDE SCHOOL D	(\$10,603.27)	\$2,923,772.80	\$1.10	\$75,743.18	\$0.00	(\$29,226.18)	(\$2,962,987.75)	(\$15,606.61)
464 TELLURIDE SCHOOL D	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
490 NORWOOD SCHOOL DIS	(\$3,013.56)	\$106,996.81	\$38,407.05	\$13,038.09	\$0.00	(\$238.23)	(\$78,152.30)	(\$29,349.14)
491 NORWOOD SCHOOL DIS	(\$2.75)	\$301.02	\$35.17	\$11.51	\$0.00	(\$0.70)	(\$275.93)	(\$21.53)
492 NORWOOD SCHOOL DIS	\$0.00	\$313,054.61	\$0.00	\$9,037.50	\$0.00	(\$3,130.54)	(\$318,279.13)	(\$682.44)
493 NORWOOD SCHOOL DIS	(\$1,337.39)	\$186,902.32	\$17,044.55	\$7,067.95	\$0.00	\$0.00	(\$177,966.51)	(\$10,548.93)

Semi Annual Report

Account Name	Beginning Balance	Current Tax	Delinq Tax	Misc	Transfers	Treas Fees	Disburse	Ending Balance
500 DOLORES SCHOOL DIS	(\$408.33)	\$47,223.60	\$0.00	\$1,763.68	\$0.00	(\$118.08)	(\$49,207.88)	(\$69.65)
505 DOLORES SCHOOL DIS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
506 DOLORES SCHOOL DIS	\$0.00	\$51.62	\$0.00	\$0.01	\$0.00	(\$0.13)	(\$51.49)	(\$0.01)
507 DOLORES SCHOOL DIS	\$0.00	\$9,105.41	\$0.00	\$1.30	\$0.00	(\$91.07)	(\$9,014.43)	(\$1.21)
Total Schools:	(\$54,131.45)	\$10,094,576.73	\$55,491.87	\$275,602.11	\$0.00	(\$46,189.84)	(\$10,255,543.74)	(\$10,094,576.73)
Account Name	Beginning Balance	Current Taxes	Del Tax	Misc	Transfers	Treas Fees	Disburse	Ending Balance
650 TOWN OF TELLURIDE	-5,511.84	579,016.96	0.4	\$276,571.04	\$0.00	-16,723.86	-737,074.96	-107,046.87
651 TOWN OF TELLURIDE	-3,500.31	582,143.94	0.36	\$15,199.15	\$0.00	-11,641.62	-512,467.49	-76,478.72
652 TOWN OF TELLURIDE	-8.53	96,676.54	0	\$2,509.01	\$0.00	-1,933.32	-84,517.5	-12,700.76
653 TOWN OF TELLURIDE	-564.02	85,992.61	0.06	\$2,246.45	\$0.00	-1,719.65	-75,748.48	-11,297.21
654 TOWN OF OPHIR	-696.84	101,286.04	0	\$7,111.57	\$0.00	-2,103.34	-91,529	-15,462.11
655 TOWN OF OPHIR CONT	-74.85	11,860.67	0	\$314.53	\$0.00	-237.25	-10,283.49	-1,729.31
660 TOWN OF NORWOOD	-707.74	66,668.07	0	\$7,086.25	\$0.00	-1,415.88	-62,440.87	-10,605.31
665 TOWN OF MOUNTAIN V	-22,721.27	3,646,610.18	0	\$357,077.71	\$0.00	-78,077.42	-3,494,681.02	-447,532.28
666 TOWN OF MOUNTAIN V	-442.08	60,359.61	0	\$1,550.45	\$0.00	-1,206.5	-54,170.23	-6,914.21
667 TOWN OF MOUNTAIN V	-537.27	92,625.56	0	\$2,355.15	\$0.00	-1,850.19	-82,902.1	-10,610.27
668 SAN MIGUEL AUTHORI	-3,327.11	539,410.95	0.35	\$14,034.98	\$0.00	-16,175.15	-473,636.4	-66,511.88
669 SMART ABATEMENT	0	17,980.37	0	\$465.61	\$0.00	-539.43	-15,682.65	-2,216.43
670 TOWN OF TELLURIDE	0	521,167.36	0	\$13,524.25	\$0.00	-10,422.22	-455,572.48	-68,467.79
Schools Total:	(\$38,091.86)	\$6,401,798.86	\$1.17	\$700,046.15	\$0.00	(\$144,045.83)	(\$6,150,706.67)	(\$837,573.15)
Account Name	Beginning Balance	Current Taxes	Del Tax	Misc	Transfers	Treas Fees	Disburse	Ending Balance
600 WILSON MESA METRO	(\$761.08)	\$122,994.64	\$0.00	\$3,260.31	\$0.00	(\$3,690.95)	(\$97,651.93)	(\$25,673.15)
601 TELLURIDE FIRE DIS	(\$11,007.95)	\$1,784,819.32	\$1.14	\$46,334.25	\$0.00	(\$53,511.27)	(\$1,566,305.33)	(\$220,534.50)
602 TELLURIDE FIRE DIS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
603 NORWOOD SANITATION	(\$69.58)	\$10,927.24	\$0.00	\$302.79	\$0.00	(\$328.12)	(\$9,286.98)	(\$1,684.51)
604 NORWOOD FIRE DISTR	(\$1,189.88)	\$194,525.29	\$2.44	\$5,239.73	\$0.00	(\$5,839.45)	(\$163,723.58)	(\$31,394.31)
605 SAN MIGUEL WATER C	(\$2,904.58)	\$2,021.93	\$262.43	\$110.55	\$0.00	(\$58.37)	(\$4,360.66)	(\$516.41)
606 EGNAR FIRE DISTRIC	(\$698.53)	\$24,281.01	\$0.00	\$759.70	\$0.00	(\$728.52)	(\$21,163.73)	(\$3,846.99)
607 EGNAR PEST CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
608 SOUTHWEST WATER CO	(\$1,911.86)	\$307,067.15	\$1,101.31	\$8,235.21	\$0.00	(\$9,196.84)	(\$268,003.48)	(\$39,285.25)
609 TELLURIDE FIRE BON	(\$2,121.20)	\$346,102.90	\$0.22	\$8,967.96	\$0.00	(\$10,376.33)	(\$303,705.12)	(\$42,751.05)
613 TELLURIDE FIRE ABA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
614 NORWOOD PARK/REC D	(\$175.17)	\$21,093.79	\$2,705.48	\$894.96	\$0.00	(\$608.28)	(\$14,661.55)	(\$5,814.43)
615 SOUTHWEST WATER DI	\$0.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.22
617 MVMD BOND 1997	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
618 MVMD BOND 1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
619 MVMD BOND 2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Semi Annual Report

Account Name	Beginning Balance	Current Taxes	Del Tax	Misc	Transfers	Treas Fees	Disburse	Ending Balance
620 MVMD BOND 2014	(\$3,073.02)	\$531,275.82	\$0.00	\$13,595.30	(\$3,925.02)	(\$15,927.01)	(\$467,236.19)	(\$60,256.17)
621 MVMD BOND 2005	\$0.00	\$0.00	\$0.00	(\$207.39)	\$873.66	\$20.60	\$0.00	\$0.00
622 MVMD BOND 2006	\$0.00	\$0.00	\$0.00	(\$102.56)	\$454.31	\$10.88	\$0.00	\$0.00
623 MVMD BOND 2007	\$0.00	\$0.00	\$0.00	(\$523.43)	\$2,203.88	\$51.97	\$0.00	\$0.00
624 MVMD BOND 2009	\$0.00	\$0.00	\$0.00	(\$93.29)	\$393.17	\$9.27	\$0.00	\$0.00
625 MVMD BOND REF/ABAT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
626 TELLURIDE HOSPITAL	(\$4,465.69)	\$1,629,145.48	\$0.46	\$42,295.14	\$0.00	(\$48,860.04)	(\$1,424,610.34)	(\$201,321.52)
627 TELLURIDE HOSPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
628 TELLURIDE HOSPITAL	(\$5,716.13)	\$927,526.82	\$0.59	\$24,038.76	\$0.00	(\$27,808.26)	(\$813,956.00)	(\$114,569.20)
629 TELLURIDE HOSPITAL	(\$84.85)	\$55,752.92	\$0.01	\$1,446.18	\$0.00	(\$1,672.52)	(\$48,699.99)	(\$6,886.69)
630 SAN MIGUEL LIBRARY	(\$12,639.68)	\$2,027,380.96	\$1.28	\$54,502.32	(\$372.04)	(\$60,783.04)	(\$1,780,530.89)	(\$250,763.36)
631 SAN MIGUEL LIBRARY	\$0.00	\$0.00	\$0.00	(\$84.48)	\$372.04	\$8.89	\$0.00	\$0.00
632 SAN MIGUEL LIBRARY	\$1.76	\$73,854.61	\$0.01	\$27.04	\$0.00	(\$2,215.32)	(\$62,772.70)	(\$8,854.22)
633 LONE CONE LIBRARY	(\$2,213.68)	\$285,362.31	\$28,212.79	\$13,965.76	\$0.00	(\$8,305.61)	(\$213,345.39)	(\$68,632.09)
640 LONETREE CEMETERY	(\$571.51)	\$92,880.93	\$0.03	\$2,401.27	\$0.00	(\$2,784.69)	(\$81,577.96)	(\$11,396.89)
641 LONETREE CEMETERY	\$0.00	\$3,715.24	\$0.00	\$95.88	\$0.00	(\$111.38)	(\$3,242.03)	\$0.00
Special Districts Total:	(\$49,602.41)	\$8,440,728.36	\$32,288.19	\$225,461.96	\$0.00	(\$252,704.39)	(\$7,344,833.85)	\$1,094,180.52
Total All Funds	(\$27,612,059.56)	\$34,048,332.54	\$117,714.41	\$8,647,426.43	(\$8,717.82)	(\$540,357.83)	(\$35,605,259.56)	(\$34,260,800.24)

I, Janice M. Stout, County Treasurer in and for the County of San Miguel in the State of Colorado, hereby certify the following report is a true and correct report of the transactions of the office of County Treasurer in the County and State aforesaid during the semi-annual period beginning on the 1st day of January, 2019 and closing on the 30th day of June, 2019 as same appears in the books of said office.

Witness my hand and official seal this 9th day of July, 2019

Janice M. Stout, County Treasurer



Chair for the Board of County Commissioners

Date

Cash on Hand

Start Date	01/01/19
End Date	06/30/19

Account Number	Account Name	Starting Balance	Change	Ending Balance
999-0000-00-10000	Cash On Hand	\$67,826.00	\$67,028.66	\$134,854.66
999-0000-00-11000	Alpine Bank	\$3,422,118.04	\$2,803,409.74	\$6,225,527.78
999-0000-00-11001	US Bank Money Market	\$500,278.89	\$62.35	\$500,341.24
999-0000-00-11002	ANB Money Market	\$2,310,779.73	(\$911,138.98)	\$1,399,640.75
999-0000-00-11003	Colotrust	\$9,477,910.20	\$121,546.26	\$9,599,456.46
999-0000-00-11004	CSafe	\$7,252,974.24	\$1,594,936.48	\$8,847,910.72
999-0000-00-11005	Alpine Bank Money Market	\$500,000.00	\$0.00	\$500,000.00
999-0000-00-11009	Peaks Investments/SIGMA	\$1,027,452.59	\$764,185.20	\$1,791,637.79
999-0000-00-11150	Transportation Alpine	(\$641,318.14)	\$993,781.95	\$352,463.81
999-0000-00-11170	Ilium Commercial Ventures Escrow	\$11,185.64	\$0.56	\$11,186.20
999-0000-00-11171	ANB BANK - 1 YR CD	\$4,053,357.56	\$946,642.44	\$5,000,000.00
999-0000-00-11172	PVVHOA Bridge Escrow	\$1,587.27	(\$585.40)	\$1,001.87
999-0000-00-12000	Treasurer Receivables	(\$10.93)	\$2,272.25	\$2,261.32
999-0000-00-12001	Clerk Receivables	\$8,140.57	(\$2,066.80)	\$6,073.77
999-0000-00-12002	Nursing Receivables	\$67.50	(\$67.50)	\$0.00

Total Cash on Hand:		\$27,992,349.16	\$6,380,007.21	\$34,372,356.37
---------------------	--	-----------------	----------------	-----------------

Account Number	Account Name	Starting Balance	Change	Ending Balance
999-0000-00-22000	Due To Other Funds	(\$27,612,059.56)	(\$6,649,196.59)	(\$34,261,256.15)
999-0000-00-22100	Undistributed Current Tax	(\$13,343.81)	\$0.00	(\$13,343.81)
999-0000-00-22110	Undistributed Delinquent Tax	\$0.00	\$0.00	\$0.00
999-0000-00-22115	Undistributed Interest	(\$380.20)	\$0.00	(\$380.20)

Cash on Hand

Account Number	Account Name	Starting Balance	Change	Ending Balance
999-0000-00-22120	Checks Pending	\$0.00	\$0.00	\$0.00
999-0000-00-22125	Refunds Pending	(\$4,556.11)	(\$1,617.62)	(\$6,173.73)
999-0000-00-22130	Redemptions Pending	\$0.00	\$0.00	\$0.00
999-0000-00-22135	Over/Short	\$36.61	\$45.70	\$82.31
999-0000-00-22300	Prepaid Taxes	(\$340,426.96)	\$309,551.18	(\$30,875.78)
999-0000-00-22350	Title Company Prepaid	(\$2,990.00)	(\$330.00)	(\$3,320.00)
999-0000-00-22400	Taylor Grazing Holding	\$0.00	\$0.00	\$0.00
999-0000-00-22401	Federal Land & Materials	\$0.00	\$0.00	\$0.00
999-0000-00-22402	SUSPENSE	(\$18,629.13)	(\$38,459.88)	(\$57,089.01)
999-0000-00-25000	E-Check Payable	\$0.00	\$0.00	\$0.00
Total Pending:		(\$27,992,349.16)	(\$6,380,007.21)	(\$34,372,356.37)
999-0000-00-22000	Due To Other Funds	(\$27,612,059.56)	(\$6,649,196.59)	(\$34,261,256.15)
#	Account Name	Starting Balance	Change	Ending Balance
101	GENERAL FUND	\$14,159,416.27	\$3,023,737.15	\$17,183,153.42
102	ROAD & BRIDGE	\$3,980,692.77	\$184,335.21	\$4,165,027.98
103	SOCIAL SERVICES	\$58,630.17	(\$16,027.14)	\$42,603.03
104	SALES TAX/CAPITAL IMPROVEMENT	\$2,915,094.84	\$103,383.24	\$3,018,478.08
105	CONTINGENCY FUND	\$627,830.57	\$0.00	\$627,830.57
106	TRANSPORTATION	\$479,226.92	(\$128,545.47)	\$350,681.45
107	RETIREMENT FUND	\$91,409.67	\$78,626.41	\$170,036.08
108	OPEN SPACE FUND	\$3,577,418.22	\$718,712.77	\$4,296,130.99
109	CONSERVATION TRUST	\$103,501.36	\$19,736.07	\$123,237.43
110	LODGING TAX	\$8,427.09	\$25.70	\$8,452.79
111	VEGETATION MANAGEMENT	\$46,715.08	(\$64,750.18)	(\$18,035.10)
112	EARLY CHILDHOOD	(\$186,851.89)	\$163,717.61	(\$23,134.28)
113	MENTAL HEALTH	\$0.00	\$563,619.13	\$563,619.13

Cash on Hand

#	Account Name	Starting Balance	Change	Ending Balance
114	COUNTY ABATEMENT	\$0.00	\$268,412.95	\$268,412.95
115	PUBLIC HEALTH	\$43,088.43	(\$126,493.91)	(\$83,405.48)
116	ENERGY FUND	\$23,419.29	(\$22,981.84)	\$437.45
120	EARLY CHILDHOOD CARE AND EDUCATION	\$615,383.97	(\$567.74)	\$614,816.23
198	San Miguel Recreation District	\$0.00	\$0.00	\$0.00
199	INDUSTRIAL REVENUE BOND	\$0.00	\$0.00	\$0.00
224	SAN MIGUEL CO HOUSING AUTHORITY	\$727,839.72	\$4,111.04	\$731,950.76
226	SMC DISPOSAL DISTRICT	\$45,828.97	\$24,822.13	\$70,651.10
227	SMC DISPOSAL DISTRICT REF/ABATE	\$0.00	\$0.00	\$0.00
450	TELLURIDE SCHOOL DISTRICTS GENERAL	\$27,021.29	(\$3,163.64)	\$23,857.65
460	TELLURIDE SCHOOL DISTRICTS BOND	\$10,691.21	(\$1,673.06)	\$9,018.15
461	TELLURIDE SCHOOL DISTRICT ABATEMENT	\$0.00	\$1,470.10	\$1,470.10
462	TELLURIDE SCHOOL DISTRICT TRANSPORTATION	\$1,053.65	(\$118.32)	\$935.33
463	TELLURIDE SCHOOL DISTRICT OVERRIDE	\$10,603.27	\$5,003.34	\$15,606.61
464	TELLURIDE SCHOOL DISTRICT ADA/ASBESTOS	\$0.00	\$0.00	\$0.00
490	NORWOOD SCHOOL DISTRICT GENERAL	\$3,013.56	\$26,335.58	\$29,349.14
491	NORWOOD SCHOOL DISTRICT ABATEMENT	\$2.75	\$18.78	\$21.53
492	NORWOOD SCHOOL DISTRICT OVERRIDE	\$0.00	\$682.44	\$682.44
493	NORWOOD SCHOOL DISTRICT BOND	\$1,337.39	\$9,211.54	\$10,548.93
500	DOLORES SCHOOL DISTRICT GENERAL	\$408.33	(\$338.68)	\$69.65
505	DOLORES SCHOOL DISTRICT BOND	\$0.00	\$0.00	\$0.00
506	DOLORES SCHOOL DISTRICT ABATEMENT	\$0.00	\$0.01	\$0.01
507	DOLORES SCHOOL DISTRICT OVERRIDE	\$0.00	\$1.21	\$1.21
600	WILSON MESA METRO DISTRICT	\$761.08	\$24,912.07	\$25,673.15
601	TELLURIDE FIRE DISTRICT GENERAL	\$11,007.95	\$209,526.55	\$220,534.50
602	TELLURIDE FIRE DISTRICT BOND 1	\$0.00	\$0.00	\$0.00

Cash on Hand

#	Account Name	Starting Balance	Change	Ending Balance
603	NORWOOD SANITATION DISTRICT	\$69.58	\$1,614.93	\$1,684.51
604	NORWOOD FIRE DISTRICT	\$1,189.88	\$30,204.43	\$31,394.31
605	SAN MIGUEL WATER CONSERVATION DISTRICT	\$2,904.58	(\$2,388.17)	\$516.41
606	EGNAR FIRE DISTRICT	\$698.53	\$3,148.46	\$3,846.99
607	EGNAR PEST CONTROL	\$0.00	\$0.00	\$0.00
608	SOUTHWEST WATER CONSERVATION DISTRICT	\$1,911.86	\$37,373.39	\$39,285.25
609	TELLURIDE FIRE BOND 2	\$2,121.20	\$40,629.85	\$42,751.05
613	TELLURIDE FIRE ABATEMENTS	\$0.00	\$0.00	\$0.00
614	NORWOOD PARK/REC DISTRICT	\$175.17	\$5,639.26	\$5,814.43
615	SOUTHWEST WATER DISTRICT ABATEMENTS	(\$0.22)	\$0.00	(\$0.22)
617	MVMD BOND 1997	\$0.00	\$0.00	\$0.00
618	MVMD BOND 1998	\$0.00	\$0.00	\$0.00
619	MVMD BOND 2000	\$0.00	\$0.00	\$0.00
620	MVMD BOND 2014	\$3,073.02	\$57,183.15	\$60,256.17
621	MVMD BOND 2005	\$0.00	\$0.00	\$0.00
622	MVMD BOND 2006	\$0.00	\$0.00	\$0.00
623	MVMD BOND 2007	\$0.00	\$0.00	\$0.00
624	MVMD BOND 2009	\$0.00	\$0.00	\$0.00
625	MVMD BOND REF/ABATEMENTS	\$0.00	\$0.00	\$0.00
626	TELLURIDE HOSPITAL DISTRICT	\$4,465.69	\$196,855.83	\$201,321.52
627	TELLURIDE HOSPITAL DISTRICT BOND	\$0.00	\$0.00	\$0.00
628	TELLURIDE HOSPITAL DISTRICT OTHER	\$5,716.13	\$108,853.07	\$114,569.20
629	TELLURIDE HOSPITAL DISTRICT ABATEMENTS	\$84.85	\$6,801.84	\$6,886.69
630	SAN MIGUEL LIBRARY DISTRICT #1 GENERAL	\$12,639.68	\$238,123.68	\$250,763.36

Cash on Hand

#	Account Name	Starting Balance	Change	Ending Balance
631	SAN MIGUEL LIBRARY DISTRICT #1 BOND	\$0.00	\$0.00	\$0.00
632	SAN MIGUEL LIBRARY DISTRICT #1 ABATEMENTS	(\$1.76)	\$8,855.98	\$8,854.22
633	LONE CONE LIBRARY DISTRICT	\$2,213.68	\$66,418.41	\$68,632.09
640	LONETREE CEMETERY DISTRICT	\$571.51	\$10,825.38	\$11,396.89
641	LONETREE CEMETERY ABATEMENTS	\$0.00	\$0.00	\$0.00
650	TOWN OF TELLURIDE	\$5,511.84	\$101,535.03	\$107,046.87
651	TOWN OF TELLURIDE BOND	\$3,500.31	\$72,978.41	\$76,478.72
652	TOWN OF TELLURIDE ABATEMENTS	\$8.53	\$12,692.23	\$12,700.76
653	TOWN OF TELLURIDE HISTORICAL MUSEUM	\$564.02	\$10,733.19	\$11,297.21
654	TOWN OF OPHIR	\$696.84	\$14,765.27	\$15,462.11
655	TOWN OF OPHIR CONTRACTS	\$74.85	\$1,654.46	\$1,729.31
660	TOWN OF NORWOOD	\$707.74	\$9,897.57	\$10,605.31
665	TOWN OF MOUNTAIN VILLAGE	\$22,721.27	\$424,811.01	\$447,532.28
666	TOWN OF MOUNTAIN VILLAGE ABATEMENTS	\$442.08	\$6,472.13	\$6,914.21
667	TOWN OF MOUNTAIN VILL HISTORICAL MUSEUM	\$537.27	\$10,073.00	\$10,610.27
668	SAN MIGUEL AUTHORITY OF REGIONAL TRANSPORTATION	\$3,327.11	\$63,184.77	\$66,511.88
669	SMART ABATEMENT	\$0.00	\$2,216.43	\$2,216.43
670	TOWN OF TELLURIDE AFF HOUSING	\$0.00	\$68,467.79	\$68,467.79
780	PUBLIC TRUSTEE OVERBID	\$0.00	\$0.00	\$0.00
781	TREASURER'S FEES	\$12,593.20	(\$6,141.23)	\$6,451.97
782	Treasurer Deed	\$409.75	(\$219.74)	\$190.01
940	CLERK HOLDING ACCOUNT	\$140,159.44	(\$20,260.18)	\$119,899.26
980	Treasurer Suspense	\$0.00	\$0.00	\$0.00
Cash with Treasurer Total:		\$27,612,059.56	\$6,648,740.68	\$34,260,800.24
999-0000-00-22000	Due To Other Funds	(\$27,612,059.56)	(\$6,649,196.59)	(\$34,261,256.15)



AGENDA ITEM - 4.b.

TITLE:

Acceptance of Public Trustee Report for the Second Quarter of 2019 April 1, 2019 through June 30, 2019, Report

Presented by:

Time needed:

PREPARED BY:

Jan Stout, Public Trustee

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached information.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Treasurer
Description:			

ATTACHMENTS:

Description
Public Trustee 2nd Qtr Report

Upload Date
7/9/2019



SAN MIGUEL COUNTY
Treasurer & Public Trustee
 305 W. Colorado Avenue
 PO Box 488, Telluride, CO 81435
 (970) 728-4451
 Fax: (970)728-4397
www.sanmiguelcounty.org

PUBLIC TRUSTEE'S REPORT
Second Quarter 2019
April 1, 2019 through June 30, 2019

Financial Report


Revenue Source	2nd Quarter 2019	2nd Quarter 2018	\$ Change
Release of Deeds of Trust	117 \$ 1,755.00	172 \$ 2,655.00	-55 \$ (900.00)
Foreclosure Fees	3 \$ 829.71	2 \$ 300.00	1 \$ 529.71
Other Fees	\$ 135.00	\$ 60.00	\$ 75.00
Bank Interest	\$ -	\$ -	\$ -
Total Earnings	\$ 2,719.71	\$ 3,015.00	\$ (295.29)

Statistical Report

Number of Foreclosures	2nd Quarter 2019	2nd Quarter 2018	% Change
Opened:	3	1	200%
Withdrawn:	2	0	-200%
Filed Bankruptcy	0	0	0%
Cured:	1	0	-100%
Sold:	2	2	0%
Redeemed:	0	0	0%
Deeds Issued:	2	2	0%

I, Janice M. Stout, Public Trustee in and for the County of San Miguel in the State of Colorado, hereby certify the preceeding report is a true and correct report of the transactions of the office of Public Trustee in the County and State aforesaid for the Second Quarter 2019.

WITNESS MY HAND AND SEAL THIS 9th DAY OF JULY, 2019


 Janice M. Stout, Public Trustee in and for the
 County of San Miguel, Colorado

8:57 AM
07/09/19
Accrual Basis

Fee Account - Public Trustee
Profit & Loss
April through June 2019

	<u>Apr - Jun 19</u>
Ordinary Income/Expense	
Income	
Fee Income	
Cure Fee	35.00
Deed Issued	65.00
Foreclosure Fees	829.71
Releases	1,755.00
Withdrawal	35.00
	<hr/>
Total Fee Income	2,719.71
	<hr/>
Total Income	2,719.71
	<hr/>
Net Ordinary Income	2,719.71
	<hr/>
Net Income	<u><u>2,719.71</u></u>



AGENDA ITEM - 4.c.

TITLE:

Approval of Chair's signature on a Special Events permit to serve Malt, Vinous & Spirituous Liquor August 17, 2019 for Telluride Reserve LLC on behalf of Telluride Mountain Village Owners Association (TMVOA), 101 Christina's Way, Telluride, CO, based on the County Clerk's Written Findings.

Presented by:

Time needed:

PREPARED BY:

Stephannie Van Damme, County Clerk and Recorder

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

Application for a special events permit

Upload Date

7/15/2019

WRITTEN FINDINGS

Date: June 27, 2019

To: San Miguel County Board of Commissioners

Re: Special Events Permit for Telluride Reserve LLC on behalf of Telluride Mountain Village Owners Association (TMVOA)

113 Lost Creek Lane
Suite A
Mountain Village, Co 81435

1. Fees: \$60.00 paid to San Miguel County, to serve Malt, Vinous & Spirituous Liquor August 17, 2019.
2. Notice for posting on the proposed site was given to applicant July 19, 2019.

Notice does not need to be published in the Weekly Planet unless petitions of remonstrance's are filed with me.

Meeting to be held at 9:30 o'clock A.M., July 31, 2019 for approval of application.

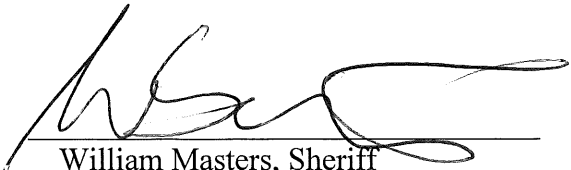
The Sheriff's office will be notified of an opportunity to comment (on any possible perceived law enforcement) at the meeting.

3. Fingerprinting is not required for a Special Events Permit.

William Masters, Sheriff, gives his approval on this application with the understanding that they be allowed to sell beer, wine & liquor.

4. Application is complete with the following documents:
 - (a) Diagram showing where liquor will be served and consumer.
 - (b) Certificate of Good Corporate Standing.
 - (c) Written permission from the San Miguel Open Space & Recreation Dept.
 - (d) Insurance attached.


Stephannie Van Damme, County Clerk


William Masters, Sheriff

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
AND ONE OF THE FOLLOWING (See back for details.)

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- 2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Telluride Reserve LLC on behalf of Telluride Mountain Village Owners Association (TMVOA)

State Sales Tax Number (Required)

39935341-0000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
(include street, city/town and ZIP)

**113 Lost Creek Lane, Suite A
Mountain Village, CO 81435**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)

**101 Christina's Way
Telluride, CO 81435**

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE

Anton Benitez

12/27/1968

**9 Boulders Way
Mountain Village, CO 81435**

970.708.4414

5. EVENT MANAGER

Ann Barker

12/8/1962

**620 Mountain Village Blvd, Unit 4B
Mountain Village, CO 81435**

602.418.7774

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN
ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

☒ NO ☐ YES HOW MANY DAYS?

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

☒ NO ☐ YES TO WHOM?

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☒ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT:

Date **Saturday, 8/17/2019**

Date

Date

Date

Date

Hours From **11:00 am.**
To **4:00 pm.**

Hours From .m.
To .m.

Hours From .m.
To .m.

Hours From .m.
To .m.

Hours From .m.
To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE

Ann Barker

TITLE

Executive Director/Telluride Reserve

DATE

6.27.2019

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

SAN MIGUEL COUNTY

☐ CITY

☒ COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

970-728-3954

SIGNATURE

TITLE

**CHAIRMAN BOARD OF COUNTY
COMMISSIONERS**

DATE

7-31-2019

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

(Instructions on Reverse Side)



TELLMOU-01

KATIES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2019

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

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

PRODUCER Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	CONTACT NAME: Matthew L. Hall	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: matth@hlic.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura Insurance Company	22543
INSURED Telluride Reserve, LLC 113 Lost Creek Ln Ste A Mountain Village, CO 81435	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP3187397-9	1/9/2019	1/9/2020	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
							AUTOMOBILE LIABILITY	
							ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>	
							HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3187398-9	1/9/2019	1/9/2020	EACH OCCURRENCE \$ 1,000,000	
							AGGREGATE \$ 1,000,000	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is listed as additional insured with respects to the general liability.

CERTIFICATE HOLDER

CANCELLATION

San Miguel County 333 West Colorado Mountain Village, CO 81435	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

TR / IH
Event Sponsorship Agreement
Authorization to Utilize IH Property

This Event Sponsorship Agreement / Authorization to Utilize IH Property (this "**Authorization**") is made by InvitedHome Telluride, LLC, a Colorado limited liability company ("**IH**") for the benefit Telluride Reserve, LLC, a Colorado limited liability company, dba Telluride Reserve, Mountain Village Food & Wine Celebration ("**TR**").

Recitals

A. TR and IH are parties to an Event Sponsorship Agreement (the "**Agreement**") pursuant to which IH is sponsoring TR's summer food and wine event (the "**Event**") in the Town of Mountain Village, Colorado. The **2019 Event** is scheduled to take place **August 15, 16, 17 & 18, 2019**.

B. Pursuant to the Agreement, IH is providing twelve (12) luxury rental homes in the Town of Mountain Village for use by TR, at no cost to TR.

C. This Authorization sets forth the terms upon which IH provides written authorization for TR to utilize a specific rental home venue for the Event.

Authorization

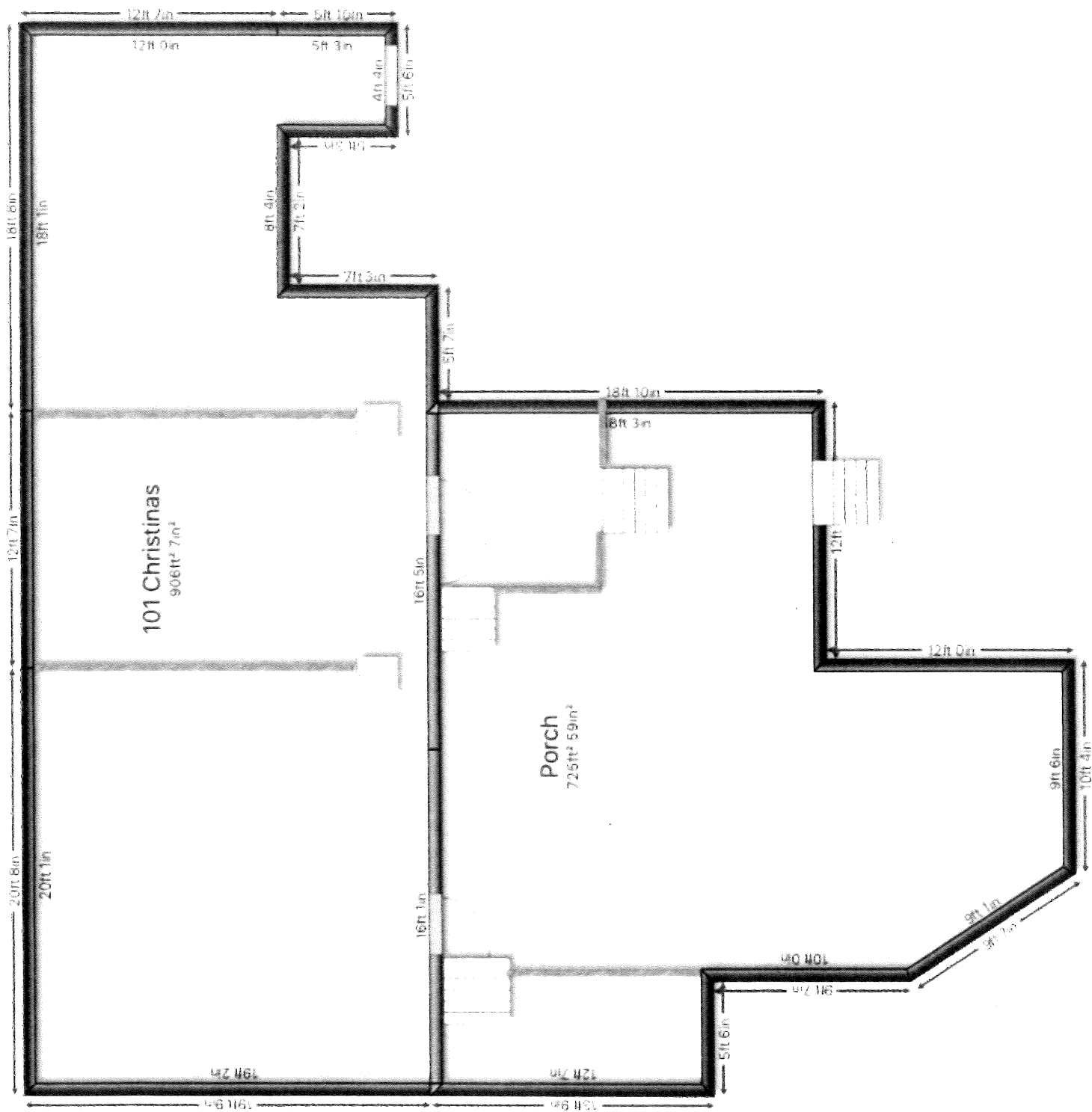
1. Authorization. IH hereby authorizes TR to utilize the following residence for the Event:

Address: 101 Cristina's Way Lot 25 Alamoso Ranch
Mountain Village, Colorado 81435 Steven & Bonnie Wice Living Trust
Telluride

2. Authority. IH confirms that, as the rental manager for the subject home, IH is authorized to grant this Authorization. IH further confirms that the homeowner has granted specific permission that the home be utilized for the Event.

InvitedHome Telluride, LLC, a Colorado limited liability company

By: [Signature] Dated: 3/31/19
James Smith, CEO
InvitedHome Telluride, LLC
152 Society Drive
Telluride, Colorado 81435
Tel 970-728-4663
E-mail: jas@IH.com





SECURA INSURANCE, A Mutual Company

P. O. BOX 819 APPLETON, WI 54912-0819

GENERAL CHANGE ENDORSEMENT

POLICY NO. 20-CP-003187397-9/004

ACCOUNT NUMBER: 00007241840
NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 050004 01

TELLURIDE MOUNTAIN VILLAGE
OWNERS ASSOCIATION
113 LOST CREEK LN STE A
MOUNTAIN VILLAGE CO 81435

HOME LOAN & INVESTMENT
205 N 4TH ST
PO BOX 100
GRAND JUNCTION CO 81501

POLICY PERIOD: From 01/09/2019 to 01/09/2020 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.
EFFECTIVE 06-26-19 THIS POLICY IS AMENDED AS SHOWN

This is not a bill.

The annualized effect of this endorsement premium would be \$51

COMMERCIAL GENERAL LIABILITY

For an additional/return premium, the items below are changed as indicated:

ADDING ADDITIONAL INSURED AS SHOWN

ADDITIONAL INSURED(S)

SAN MIGUEL COUNTY
333 W COLORADO
TELLURIDE CO 81435

PER FORM: CG2026 (07-04)

TERRORISM RISK INSURANCE ACT (ANNUAL) CHARGE IS

\$114

ADDITIONAL PREMIUM DUE FOR COMMERCIAL GENERAL LIABILITY

\$51

FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
CG2026 (07-04)

COUNTERSIGNED AT: _____ DATE: _____ BY: _____

AUTHORIZED REPRESENTATIVE

SECURA INSURANCE, A Mutual Company

P. O. BOX 819 APPLETON, WI 54912-0819

FORMS SCHEDULE

POLICY NO. 20-CP-003187397-9/004

ACCOUNT NUMBER: 00007241840

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 050004 01

TELLURIDE MOUNTAIN VILLAGE
OWNERS ASSOCIATION
113 LOST CREEK LN STE A
MOUNTAIN VILLAGE CO 81435

HOME LOAN & INVESTMENT
205 N 4TH ST
PO BOX 100
GRAND JUNCTION CO 81501

POLICY PERIOD: From 01/09/2019 to 01/09/2020 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ENDORSEMENT DATE: 06/26/2019

COMMERCIAL GENERAL LIABILITY FORMS

CG2026 (07-04) ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATN

AUTHORIZED REPRESENTATIVE

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.



AGENDA ITEM - 4.d.

TITLE:

Approval of Chair's signature on a Special Events permit to serve Malt, Vinous on August 10, 2019, for Placerville Volunteer Fire Dept., 410 Front Street, AKA Placerville/Schoolhouse Park, Placerville, CO, based on the County Clerk's Written Findings.

Presented by:

Time needed:

PREPARED BY:

Stephannie Van Damme, County Clerk and Recorder

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached document.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

Special Event Permit

Upload Date

7/15/2019

WRITTEN FINDINGS

Date: June 27, 2019

To: San Miguel County Board of Commissioners

Re: Special Events Permit for Placerville Volunteer Fire Dept.
410 Front St.
Placerville Park
Placerville, Co 91430

1. Fees: \$60.00 paid to San Miguel County, to serve regular Malt & Vinous August 10, 2019.
2. Notice for posting on the proposed site was given to applicant July 19, 2019.

Notice does not need to be published in the Weekly Planet unless petitions of remonstrance's are filed with me.

Meeting to be held at 9:30 o'clock A.M., July 31, 2019 for approval of application.

The Sheriff's office will be notified of an opportunity to comment (on any possible perceived law enforcement) at the meeting.

3. Fingerprinting is not required for a Special Events Permit.

William Masters, Sheriff, gives his approval on this application with the understanding that they be allowed to sell beer & wine.

4. Application is complete with the following documents:
 - (a) Diagram showing where liquor will be served and consumer.
 - (b) Certificate of Good Corporate Standing.
 - (c) Written permission from the San Miguel Open Space & Recreation Dept.
 - (d) Insurance attached.


Stephannie Van Damme, County Clerk


William Masters, Sheriff

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
AND ONE OF THE FOLLOWING (See back for details.)

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- 2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

PLACERVILLE VOLUNTEER FIRE DEPARTMENT

State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
(include street, city/town and ZIP)

P.O. Box #54
PLACERVILLE CO.
91430

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)

#410 FRONT STREET
PLACERVILLE/SCHOOLHOUSE PARK
PLACERVILLE CO. 91430

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE

CHIEF JOHN CHEROSKE

6.2.1963

STATE HWY 145
PLACERVILLE CO. 91435

970.
729-2165

5. EVENT MANAGER

CAPT. LARRY SUNDHOLM

5.1.1970

161 RED ROCK TRAIL
PLACERVILLE CO. 91430

970
708-2088

**6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN
ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?**

☒ NO ☐ YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

☒ NO ☐ YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☒ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	From	To	Hours	From	To	Hours	From	To	Hours	From	To	Hours	From	To	Hours	From	To
8/10/2019	10 a.m.	10 p.m.															

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE

[Signature]

TITLE

EVENT. MGR/CAPT. PVFD

DATE

6/18/2019

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

SAN MIGUEL COUNTY

☐ CITY

☒ COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

970-728-3954

SIGNATURE

TITLE CHAIRMAN BOARD OF
COUNTY COMMISSIONERS

DATE

7-31-2019

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/24/2018

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

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

PRODUCER Moody-Valley Insurance Agency 760 Horizon Drive, Suite 302 Grand Junction CO 81506		CONTACT NAME: Sarah O'Neal, CISR PHONE (A/C, No, Ext): (970) 248-8300 FAX (A/C, No): (970) 242-1894 E-MAIL ADDRESS: sarah.oneal@moodyins.com																						
INSURED Telluride Fire Protection District PO Box 1645 Telluride CO 81435		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Atlantic Specialty Insurance Company</td><td>27154</td></tr><tr><td>INSURER B:</td><td>Pinnacol Assurance</td><td>41190</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Atlantic Specialty Insurance Company	27154	INSURER B:	Pinnacol Assurance	41190	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								


COVERAGES**CERTIFICATE NUMBER:** 19-20 Masters**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		7910009330003	01/01/2019	01/01/2020	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 5,000,000</td></tr><tr><td>Health Care and Social</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS - COMP/OP AGG	\$ 5,000,000	Health Care and Social	\$ 1,000,000
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PRODUCTS - COMP/OP AGG	\$ 5,000,000																				
Health Care and Social	\$ 1,000,000																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		7910009330003	01/01/2019	01/01/2020	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical payments</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Medical payments	\$ 10,000				
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PROPERTY DAMAGE (Per accident)	\$																				
Medical payments	\$ 10,000																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7910009330003	01/01/2019	01/01/2020	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A		3284072	01/01/2019	01/01/2020	<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$ 100,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 100,000																				
E.L. DISEASE - POLICY LIMIT	\$ 500,000																				
A	Liquor Liability			7910009330003	01/01/2019	01/01/2020	<table><tr><td>Each Common Cause</td><td>1,000,000</td></tr><tr><td>Aggregate</td><td>3,000,000</td></tr></table>	Each Common Cause	1,000,000	Aggregate	3,000,000										
Each Common Cause	1,000,000																				
Aggregate	3,000,000																				

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

CERTIFICATE HOLDER**CANCELLATION**

San Miguel County PO Box 1170 Telluride CO 81435	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
--	--

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Moody-Valley Insurance Agency		NAMED INSURED Telluride Fire Protection District	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** : Notes**CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS****General Liability:**

GRSGL103 (08/17) Form Attached Includes:

Blanket Additional Insured status applies only to the extent provided in form GRSGL103 (08/17) when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form GRSGL103 (08/17) when required by written contract.

Designated Location General Aggregate applies only to the extent provided in form GRSGL103 (08/17) when required by written contract.

Excess Liability:

Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract including Primary and Non-Contributory status when required by written contract.

Worker's Compensation:

359-B From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

IMPORTANT:The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequestgj@moodyins.com

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

for Fire Service Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION IV – GENERAL LIABILITY CONDITIONS**.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any "claim" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B** or **C** or medical expenses under Coverage **D**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or "claim", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred, in whole or in part, by any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or "claim", includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or "claim":
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or "claim" for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred, in whole or in part, or has begun to occur, changed, continued or resumed.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **b.(1)** applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

An "unmanned aircraft" used during an "emergency service activity" authorized for your use by the Federal Aviation Administration and operated in accord with any applicable state and local government regulations.

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **b.(2)** applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **b.(2)** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (c) A watercraft you own that is not powered by a motor, or powered by a motor or a combination of motors of 300 horsepower or less, or a personal watercraft;
- (d) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (e) Liability assumed by you under an "insured contract" for the ownership, maintenance or use of aircraft or watercraft, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(f) "Bodily injury" or "property damage" arising out of:

- (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged or designated as covered autos under your Automobile liability insurance; or
 - (ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (g) An aircraft chartered with crew and pilot. This exception does not apply if the aircraft is owned by you or the aircraft is being used to carry any person or property for a charge.
- (h) An aircraft used during an "emergency service activity" unless such aircraft is owned by you or being used to carry any person or property for a fee.

c. Asbestos, Nuclear

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to:

- (1) Any asbestos or asbestos-containing materials; or
- (2) Any radioactive matter or nuclear material.

d. Contractual Liability

"Bodily injury" or "property damage" for which any insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed by you in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a "suit" in which damages to which this insurance applies are alleged.

e. Dam, Reservoir or Levee Structural Failure or Collapse

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the structural failure, collapse, bursting, flooding, cracking, settling, seepage, underseepage, subsidence, landslide or earth movement of any dam, reservoir or levee.

This exclusion does not apply to "bodily injury" or "property damage" arising out of the structural failure, collapse, bursting, flooding, cracking, settling, subsidence, landslide or earth movement of any dam, reservoir or levee which is scheduled in the policy declarations.

f. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising directly or indirectly out of, or in any way related to:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

g. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 30 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to, or the theft or disappearance of, personal property of others during an "emergency service activity".

Paragraph (5) of this exclusion does not apply to "property damage" resulting from actions taken to protect persons or property by your fire, ambulance or rescue services during an "emergency service activity".

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

h. Damage To Your Product

"Property damage" to "your product" arising directly or indirectly out of, or in any way related to it or any part of it.

i. Damage To Your Work

"Property damage" to "your work" arising directly or indirectly out of, or in any way related to it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

j. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

k. Electronic Data

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

l. Eminent Domain or Condemnation

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

m. Employer's Liability

"Bodily injury" to:

(1) An "employee" or elected or appointed official of any insured arising out of and in the course of:

(a) Employment by any insured; or

(b) Performing duties related to the conduct of any insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" or official as a consequence of Paragraph (1) above.

This exclusion applies whether any insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by you under an "insured contract".

n. Employment Practices and Employee Benefit Plans

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to your "employment practices" or "administration" of your "employee benefit plans".

o. Failure to Supply

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the failure to adequately supply electricity, gas, oil, steam, or water service.

However, we won't apply this exclusion if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to obtain, produce, process or transmit such service.

Nor will we apply this exclusion if there is a Failure to Supply limit greater than zero shown in the Declarations.

p. Fungi or Bacteria

(1) "Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the actual, alleged, or threatened inhalation of, ingestion of, contact with, dispersal, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expense arising directly or indirectly out of, or in any way related to the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

q. Health Care and Social Services

"Bodily injury" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided.

r. Law Enforcement Activity

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to any "law enforcement activity".

s. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

This exclusion does not apply to your sale or service of alcoholic beverages.

t. Mobile Equipment

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

u. Personal And Advertising Injury

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to "personal and advertising injury".

v. Pollution

- (1) "Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if

the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising directly or indirectly out of, or in any way related to any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Any "claim" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph (2) does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such "claim" by or on behalf of a governmental authority.

- (3) This exclusion does not apply to "bodily injury" or "property damage" that results from:
- (a) Chemicals you use in your sewage treatment, swimming pool maintenance, or water purification operations; or
 - (b) Natural gas or propane gas you use in your sewage treatment, swimming pool maintenance, or water purification operations; or
 - (c) The application of any pesticide or herbicide by or for you if such application or use meets all legal or license requirements of any governmental agency or authority which apply to it.

Also, we won't apply this exclusion to "bodily injury" or "property damage" that results from the application or use of any "pollutants" in the providing of:

- (d) "Potable water" which you supply to others; or
 - (e) Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you; or
 - (f) "Training operations" by you; or
 - (g) Water runoff from the cleaning of equipment used in an "emergency service activity".
- (4) This exclusion does not apply to "bodily injury" or "property damage" to a building or its contents if such "bodily injury" or "property damage" is caused by the escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if "bodily injury" or "property damage" occurs away from land you own or lease; and does not result from any corrosive or radioactive "pollutants" in the sewage or waste water.

Paragraphs (3) and (4) of this exclusion only apply if the discharge is accidental, unintended and stopped as soon as possible. The entirety of any discharge or series of related discharges will be deemed a single discharge regardless of the length of time over which the "pollutants" are released. The entirety of any discharge or series of related discharges will be deemed to have occurred at the date the earliest discharge commenced.

Discharge as used in this exclusion includes dispersal, seepage, migration, release or escape.

w. Recall Of Products, Work Or Impaired Property

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

x. Sexual Harassment

"Bodily injury" arising directly or indirectly out of, or in any way related to "sexual harassment" of any person.

y. Sexual Abuse

"Bodily injury" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person or the negligent:

- (1) Employment;
- (2) Investigation;
- (3) Supervision;
- (4) Reporting to the proper authorities, or failing to so report; or
- (5) Retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

However, we won't apply this exclusion to you, if there is a Sexual Abuse limit greater than zero shown in the Declarations.

z. Volunteer Firefighters

"Bodily injury" or "property damage" to any volunteer firefighter, emergency medical services, first aid, or rescue squad volunteer, that results from his or her duties as a volunteer for you or anyone else.

aa. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of, or in any way related to:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

bb. Workers' Compensation And Similar Laws

Any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

cc. Aviation & Airports

Any loss, cost or expense arising directly or indirectly out of, or in any way related to aviation or the ownership, maintenance, use, operations or services of any "airport".

dd. Hospitals

Any loss, cost or expense arising directly or indirectly out of, or in any way related to the:

- (1) Performing of or failure to perform any services at any hospital; or
- (2) The ownership, maintenance, use or operations of any hospital.

ee. Nursing, Assisted Living, Senior, Hospice, Long-Term Care Or Retirement Homes Or Facilities

Any loss, cost or expense arising directly or indirectly out of, or in any way related to the:

- (1) Performance of or failure to perform any services at any nursing, assisted living, senior citizen, hospice, long-term care, retirement home or similar residential facility; or
- (2) Ownership, maintenance, use or operations of any such facility.

Exclusions **b., f., g., h., i., m., r., s., t., w., aa.** and **bb.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any "claim" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B** or **C** or medical expenses under Coverage **D**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

b. Breach Of Contract

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to breach of contract, except an implied contract to use another's advertising idea in your "advertisement"; or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations.

c. Contractual Liability

"Personal and advertising injury" for which any insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

d. Criminal Acts

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to a criminal act committed by or at the direction of the insured.

e. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to any action or omission that violates or is alleged to violate;

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

f. Electronic Chatrooms, Bulletin Boards Or Web Logs

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to electronic chatrooms, bulletin boards or web logs any insured hosts, owns, or over which any insured exercises control.

g. Eminent Domain or Condemnation

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

h. Employment Practices

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to your "employment practices" or "administration" of your "employee benefit plan".

i. Health Care and Social Services

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided, or any services provided by a nurse at a nursing home, hospice or similar residential facility.

j. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to the infringement of copyright, patent, trademark, trade dress, trade name, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

k. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 24.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

l. Law Enforcement Activity

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to any "law enforcement activity".

m. Material Published Prior To Policy Period

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

n. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

o. Pollution

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

p. Pollution-related

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

q. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

r. Sexual Harassment

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to "sexual harassment" or "sexual abuse".

s. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to attract or mislead another's potential customers.

t. Volunteers

"Personal and advertising injury" to any volunteer firefighter, emergency medical services, first aid, or rescue squad volunteer, that results from his or her duties as a volunteer for you or anyone else.

u. War

"Personal and advertising injury", however caused, arising directly or indirectly out of, or in any way related to:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

v. Wrong Description Of Prices

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to the wrong description of the price of goods, products or services stated in your "advertisement".

w. Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement"; or
- (2) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

COVERAGE C – HEALTH CARE AND SOCIAL SERVICES LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of a "health care and social services wrongful act" if a limit for Coverage C is shown in the Declarations. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for a "healthcare and social services wrongful act" to which this insurance does not apply. We may at our discretion investigate any "health care and social services wrongful act" and settle any "claim" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.

- b. This insurance applies to damages because of "bodily injury" arising out of a "health care and social services wrongful act" only if:

- (1) The damages are caused by a "health care and social services wrongful act" arising out of your operations; and
- (2) The "health care and social services wrongful act" takes place in the "coverage territory" during the policy period.

2. Exclusions

All exclusions under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion q. **Health Care and Social Services** under **COVERAGE A** will not apply.

All exclusions under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion i. **Health Care and Social Services** under **COVERAGE B** will not apply.

In addition, this insurance does not apply to:

a. Medical Doctors

Any loss, cost or expense arising directly or indirectly out of, or in any way related to the performance of or failure to perform any professional medical services by any medical doctor, wherever provided.

This exclusion does not apply to services provided to you by a medical doctor serving as your medical director.

b. Fraudulent, Dishonest, Criminal Or Malicious Acts Or Willful Violations

Any loss, cost or expense arising directly or indirectly out of, or in any way related to any fraudulent, dishonest, criminal or malicious act or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured. However, we will defend the insured for a "suit", subject to the other terms of this coverage part, until either a final judgment or adjudication establishes such an act or willful violation, or the insured confirms such act or willful violation.

c. Jail Nurses Or Other Medical Worker At A Jail

Any loss, cost or expense arising directly or indirectly out of, or in any way related to the performance of or failure to perform any services by a jail nurse or other medical worker at a jail.

COVERAGE D – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Correctional And Similar Facilities

To a person injured while being detained, held, or imprisoned in any correctional facility, jail, penal institution, penitentiary, prison, or similar facility.

c. Day Camps Or Overnight Camps

To a person injured while attending or taking part in any day or overnight camp which you operate or sponsor.

d. Day Care Centers

To a person injured while attending or being cared for in any adult or child day care center.

e. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

f. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

g. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

h. Recreation Programs And Athletics Activities

To a person injured while practicing, instructing or participating in any recreation program, physical exercises or games, sports, or athletic contests.

i. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

j. Coverage A Exclusions

Excluded under Coverage A.

YOUR DEDUCTIBLE – COVERAGES A, B AND C

Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any Deductible Amount shown in the Declarations for Coverage A Property Damage Each Occurrence, Coverage A and Coverage B Each Occurrence or Each Offense, or Coverage C Each Wrongful Act. **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** will not be reduced by the application of the Deductible Amount.

1. Limits of Insurance applicable to each occurrence, offense or wrongful act will not be reduced by the Deductible Amount. Aggregate limits applicable to Coverage A, Coverage B or Coverage C will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies only to damages for each occurrence, offense or wrongful act regardless of the number of insureds, persons, or organizations making "claims" or "claims" made because of such occurrence, offense or wrongful act.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those damages; and
 - b. Your duties in the event of an occurrence, offense, wrongful act or "claim";apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any "claim" and, upon notification of the action taken; you shall promptly reimburse us for such part of the Deductible Amount paid by us.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C

1. We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend,
 - a. All expenses we incur.
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds, nor will we be a principal under these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation of a "claim" or defense of a "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit", but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered "claim", will be subject to **SECTION III – LIMITS OF INSURANCE**.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- h. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for damages that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence", offense, or "health care and social services wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.d.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the

payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. If you are designated in the Declarations as a governmental unit, you are an insured. Your operating authorities, boards, commissions, districts or any other governmental units are an insured, provided that you operate, control, and fund the authority, board, commission, district or any other governmental unit and to which no other similar insurance is available, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - f. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your current or previously elected or appointed officials while performing duties related to the conduct of your business.
 - b. Your current or previously elected or appointed officials of your operating authorities, boards, commissions, districts or any other governmental units, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - c. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "property damage" to property:
 - (1) Owned, occupied or used by; or
 - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - d. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - e. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - f. Upon death of an insured, that insured's legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured under this Coverage Part.

- g. Any physician serving as your medical director for your "emergency service activity".
 - h. Any insured while acting as a Good Samaritan in response to an emergency outside of your "emergency service activity".
 - i. An owner of any "commandeered equipment", other than an "auto", when you use the "commandeered equipment" during an "emergency service activity". "Commandeered equipment" means any equipment you do not own that you, your "employees" or your "volunteer workers" seize or take possession of for official use during an "emergency service activity".
 - j. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.
3. If you are an organization other than a partnership or joint venture, any organization you newly acquire or form over which you exercise controlling interest and actively manage and to which no other similar insurance is available will be deemed to be a named insured.
- a. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - b. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - c. Coverage **C** does not apply to injury arising out of a "health care and social services wrongful act" committed before you acquired or formed the organization.
4. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance is an insured.
- a. The above applies only with respect to "your work", "your product" or premises owned or used by you.
 - b. The above does not apply unless the written contract or written agreement has been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - c. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement in the Declarations for this policy, whichever are less. The Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

However, no such person or organization under contract is an insured for "bodily injury", "property damage", or "personal and advertising injury" that results from its sole negligence.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made; or
 - c. Persons or organizations making "claims".
2. The General Aggregate Limit is the most we will pay for the sum of all:
 - a. Medical expenses under Coverage **D**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**; and
 - d. Damages under Coverage **C**.

The General Aggregate Limit applies separately to each location scheduled in the policy and to each Named Insured.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for the sum of all damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

The Products-Completed Operations Aggregate Limit applies separately to each Named Insured.

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all:
 - a. Damages under Coverage A;
 - b. Damages under Failure to Supply Coverage;
 - c. Damages under Sexual Abuse Coverage; and
 - d. Medical expenses under Coverage D;because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 2. above, the Each Wrongful Act Limit is the most we will pay for damages under Coverage C.
7. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
8. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage D for all medical expenses because of "bodily injury" sustained by any one person.
9. If one "occurrence", offense or "health care and social services wrongful act" causes "bodily injury", "property damage", "personal and advertising injury" or injury during this policy period, which is otherwise covered, and during the policy period of one or more prior and/or future policies that include a general liability coverage part for the insured issued by us or any affiliated insurance company, which is otherwise covered, the amount we will pay is limited as follows: This policy's Each Occurrence Limit, or Each Offense Limit or Each Health Care and Social Services Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence", offense or "health care and social services wrongful act".

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Wrongful Act, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or wrongful act which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "occurrence", offense or wrongful act took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence", offense or wrongful act.
- b. If a "claim" is made against any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages **A**, **B** or **C** of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **b.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or

- (v) That is health care or social services coverage.
- (b) Any primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages **A, B** or **C** to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A, B** or **C** to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within **SECTION I – COVERAGES, SECTION III – LIMITS OF INSURANCE**, Paragraphs **b.(3)** and **d.(1)-(3)** of Coverage **A**, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" under this insurance where required by your "insured contract" with that person or organization. This waiver applies only to that person or organization and only to the extent required by that "insured contract".

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees", "volunteer workers" or elected or appointed officials, other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees", "volunteer workers" or elected or appointed officials under your "employee benefit plans".
- 2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 3. "Airport" means a facility that provides space for aircraft to take off and land, including accommodations for passengers or cargo, any and all airfields, runways, hangars, parking lots, buildings and other properties in connection with aviation activities.
- 4. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
6. "Claim(s)" means an oral or written demand for payment of money damages, including a "suit".
7. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
8. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
9. "Emergency service activity" means:
 - a. All operations conducted by your firefighting, emergency medical services, or rescue squad units; and
 - b. Which are sanctioned by you.
10. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
11. "Employee benefit plan" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to "employees", "volunteer workers" or elected or appointed officials.
12. "Employment practices" means an actual or alleged improper employment related practice, policy, act, omission or supervision involving an actual, prospective or former "volunteer worker", "employee" or elected or appointed officials.
13. "Executive officers" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
14. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
15. "Health care and social services wrongful act" means a negligent error, omission or act:
 - a. In the performance of or failure to perform health care services by your "employee" or "volunteer worker" who is a first responder, nurse, emergency medical technician or paramedic, but only while acting within the scope of his or her duties to you and while handling a patient:
 - (1) At the place where the patient is accepted for movement into or onto a means of transport to a medical facility;
 - (2) During transport to a medical facility; or
 - (3) During movement from the means of transport into the medical facility where the patient is delivered.

- b. In the performance of or failure to perform social services by your "employee" or "volunteer worker" who is licensed, certified or trained to perform social services, including counseling, advice and instruction, but only while acting within the scope of his or her duties to you and while handling a patient or client at your:
 - (1) Social services department;
 - (2) Department of health and human services;
 - (3) Health clinic; or
 - (4) Substantially similar department or operation.
 - c. Relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the services in a. above.
16. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
17. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
18. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement,;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.
19. "Law enforcement activity(ies)" means:
- a. Any official activity conducted in the course of your law enforcement operations;
 - b. Any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. Ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. Any criminal prosecution activity by judicial officers, prosecution attorneys and their staff, including public defenders, criminal defense attorneys and their staff; or
 - e. Emergency services dispatch operations conducted by you.

20. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
21. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
22. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged or designated as covered autos under your automobile liability insurance. Instead, those land vehicles are considered "autos".
23. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
24. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
25. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
26. "Potable water" means water intended and provided for human consumption.
27. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
 Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.
28. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
29. "Sexual Abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
30. "Sexual harassment" means any actual, attempted, or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

31. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
32. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
33. "Training operations" means activities used to prepare, train or instruct members of a fire department, emergency medical services unit or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
34. "Unmanned aircraft" means an aircraft that is not:
- a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
35. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
36. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
37. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



AGENDA ITEM - 4.e.

TITLE:

Approval of Chair's signature as the Board of Commissioners and as the San Miguel County Dept. of Health Agreement Amendment No. 5 concerning certain performance-related benchmarks for the county department from July 1, 2019 through June 30, 2020.

Presented by:

Time needed:

PREPARED BY:

Carol Friedrich

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached contract.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

Agreement Amendment No.5

Upload Date

7/15/2019

AGREEMENT AMENDMENT NO. 5

Original Agreement Routing Number 2015CMIP113A5

1. PARTIES

This Amendment to the above-referenced Original Agreement (hereinafter called the "Agreement") is entered into by and between the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called "Department" or "State."), and San Miguel County (hereinafter called "Contractor").

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The Department shall not be liable to pay or reimburse for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Agreement to create performance-related benchmarks for county departments of human/social services that achieve certain Performance Incentive Standards related to determining and redetermining Medicaid eligibility, those populations currently enrolled in Medicaid and cooperation with other Medicaid-related entities. The purpose of this Amendment is to add exhibits and update the Performance Incentives Standards.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Agreement and all prior amendments thereto, if any, are modified as follows:

- A. Section 4, Definitions, Subsection B is hereby deleted in its entirety and replaced with the following:
- B. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

Exhibit A-5, Statement of Work
Exhibit C, Small, Medium, Large County List

- B.** Section 7, Payments to Contractor, Subsection A, Maximum Amount, is hereby deleted in its entirety and replaced with the following:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to the Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit B**. The maximum amount payable by the Department to the Contractor is:

State Fiscal Year 2014-15	\$7,195.78
State Fiscal Year 2015-16	\$7,142.54
State Fiscal Year 2016-17	\$6,682.13
State Fiscal Year 2017-18	\$6,121.28
State Fiscal Year 2018-19	\$5,841.76
State Fiscal Year 2019-20	\$7,635.99
Total for All State Fiscal Years	\$40,619.48

- C.** Exhibit A-4, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-5, Statement of Work, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 or Exhibit A-4 shall be deemed to reference to Exhibit A-5.
- D.** Exhibit B, Rates, Section 1.4., SFY 2019-20 Incentives Payment Table, is hereby added as follows:

1.4. SFY 2019-20 Incentives Payment Table

Incentive Payment Name	% of Funding	Payment Amount
Eligibility Performance Incentive Payment	35%	\$2,010.65
Exceptional Eligibility Performance Incentive Payment	5%	\$287.24
Training Performance Incentive Payment	20%	\$1,148.94
Cybersecurity Performance Incentive Payment	30%	\$1,723.42
Food Security Performance Incentive Payment	10%	\$574.47
Total Maximum Available for all Incentive Payments		\$5,744.72

E. Exhibit B, Rates, Section 2.4., State Fiscal Year (SFY) 2019-20 Pool Maximum County Share Table, is hereby added as follows:

2.4. SFY 2019-20 Pool Maximum County Share Table

Pool Name	Pool Maximum Distribution Amount
Total Maximum Available for all Pool Distributions	\$1,891.27

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, the Colorado General Assembly and/or grantor.

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THE PARTIES HERETO HAVE EXECUTED THIS INTERAGENCY AGREEMENT

Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

STATE OF COLORADO
John W. Hickenlooper, Governor

San Miguel County

Department of Health Care Policy and
Financing

By: _____

By: _____

Kim Bimestefer
Executive Director

Date: _____

Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Health Care Policy and Financing

Date: _____

EXHIBIT A-5, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
- 1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.
- 1.1.2. Backlogged Determination – Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.11.
- 1.1.3. Backlogged Redetermination – Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.12.
- 1.1.4. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
- 1.1.5. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
- 1.1.6. Colorado Department of Human Services (CDHS) – The Colorado Department of Human Services connects Coloradans to assistance, resources and support for living independently in the state. CDHS is the state agency responsible for the administration of the Supplemental Nutrition Assistance Program.
- 1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor’s Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
- 1.1.8. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
- 1.1.9. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
- 1.1.10. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
- 1.1.11. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
- 1.1.12. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

- 1.1.13. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.14. Governor’s Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.15. HCPF Memo Series - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.16. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program.
- 1.1.17. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.18. Information Technology Service Provider (ITSP) – A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.19. Learning Management System (LMS) – the system utilized by the Health Care and Economic Security Staff Development Center to track course registration, completions and other training-related documentation for Medical Assistance training.
- 1.1.20. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.21. Long Term Services and Supports (LTSS) – for the purposes of this Agreement, LTSS refers to determinations and redeterminations made for LTC, HCBS and PACE.
- 1.1.22. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.23. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.24. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.
 - 1.1.24.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
 - 1.1.24.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.25. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.26. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

- 1.1.27. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.28. Supplemental Nutrition Assistance Program – This program exists to safeguard the health and well-being of low income, financially eligible households by providing food assistance benefits redeemable for food items at authorized retailers. Counties conduct eligibility determination based on state/federal rules and guidelines. An additional component of the program is SNAP Outreach. Colorado partners with four agencies: Benefits Data Trust, Benefits in Action, Care and Share Food Bank for Southern Colorado, Hunger Free Colorado for outreach services. These agencies work to simplify the SNAP application process, providing both over-the-phone and in-person application assistance throughout the state.
- 1.1.29. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.30. Timely Disenrollment – Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.
- 1.1.31. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.
- 1.1.32. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's county, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

- 3.1. Systems Utilized to Determine Compliance
 - 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards.
 - 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.
 - 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or

other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems will be defined in each applicable Performance Incentive Standard.
- 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentive Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.2. Communications Utilized to Determine Compliance
 - 3.2.1. To fulfill the requirements in Exhibit A-5 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
 - 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.
 - 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Eligibility Performance Incentive Standard
 - 4.2.1. The Contractor may earn an Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets at least three (3) out of the four (4) following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.
 - 4.2.1.1. Timeliness of Determinations and Redeterminations
 - 4.2.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.
 - 4.2.1.1.2. The Department will total all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
 - 4.2.1.1.3. Determining Compliance with the Timeliness of Determinations and Redeterminations

4.2.1.1.3.1. The Department will utilize the MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail to determine compliance with timeliness benchmark of the Eligibility Timeliness and Backlog Performance Incentive Standard.

4.2.1.1.3.2. The MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period to determine the Contractor's performance over the entire six-month Reporting Period.

4.2.1.2. Backlogged Determinations and Redeterminations

4.2.1.2.1. The Contractor's Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period shall be within the limits described in the following table:

4.2.1.2.2. County Backlog Table

	County Size	Limit
New Applications		
	Large	≤ 75
	Medium	≤ 10
	Small	≤ 3
Redeterminations		
	Large	≤280
	Medium	≤28
	Small	≤10

4.2.1.2.3. To determine the Backlogged Determinations average, the Department will total the Backlogged Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.3.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor's amount of Backlogged Determinations for each month of each Reporting Period.

4.2.1.2.3.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.

4.2.1.2.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.4.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the

- Contractor's amount of Backlogged Redeterminations for each month of each Reporting Period.
- 4.2.1.2.4.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.
- 4.2.1.2.4.3. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to the nearest whole number.
- 4.2.1.2.5. When a Determination or Redetermination is Considered Backlogged
- 4.2.1.2.5.1. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.
- 4.2.1.2.5.2. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.
- 4.2.1.3. Timeliness of LTSS Determinations and Redeterminations
- 4.2.1.3.1. The Contractor shall complete at least ninety-five percent (95%) of all LTC, HCBS, and PACE Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.
- 4.2.1.3.1.1. The Department will total all Timely Determinations and Timely Redeterminations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
- 4.2.1.3.1.2. Determining Compliance with the Timeliness of LTSS Determinations and Redeterminations
- 4.2.1.3.1.2.1. The Department will utilize the MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail to determine compliance with the timeliness benchmarks of the LTSS Performance Incentive Standard.
- 4.2.1.3.1.2.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period.
- 4.2.1.4. Timeliness of Case Maintenance and Disenrollment
- 4.2.1.4.1. The Contractor shall process changes in a member's circumstance within fifteen (15) calendar days and shall complete eighty-five percent (85%) of the Contractor's disenrollments within fifteen (15) calendar days.
- 4.2.1.4.1.1. Processing and Timeframes for a Member's Change in Circumstances

- 4.2.1.4.1.1.1. The Contractor shall process all member and partner agency-reported change in circumstances within fifteen (15) calendar days.
- 4.2.1.4.1.1.2. The fifteen (15) calendar day clock begins on the date the member's change in circumstance is reported to the Contractor and ends on the date the eligibility determination based on the change is authorized in CBMS.
- 4.2.1.4.1.1.3. The fifteen (15) calendar day benchmark applies to changes reported by a member, by a partner agency such as the Single Entry Point or Community Centered Board or external agencies such as nursing facilities.
- 4.2.1.4.1.1.4. The Contractor shall not pre-screen changes in circumstances to determine if the change results in a disenrollment. The Contractor shall process the change in circumstance by entering the information into CBMS within fifteen (15) calendar days.
- 4.2.1.4.1.1.5. The Contractor shall follow existing policy and operational guidance for entering information relating to a change in circumstances into CBMS.
- 4.2.1.4.1.1.5.1. The calculation for Timely Disenrollments is based on data entry into CBMS. The Contractor shall ensure that information is correctly entered into CBMS, including the date the change in circumstance was reported, to ensure the Timely Disenrollment calculation is accurate.
- 4.2.1.4.1.2. Timely Disenrollments
- 4.2.1.4.1.2.1. The Contractor will disenroll all members where a change in circumstance has resulted in ineligibility within fifteen (15) calendar days.
- 4.2.1.4.1.3. Determining Compliance for Timely Disenrollments
- 4.2.1.4.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Timely Disenrollment percentage.
- 4.2.1.4.1.3.2. The MA Disenrollment Processing Times Report will be pulled the second Monday of the first month after the end of each Reporting Period.
- 4.2.1.4.1.3.3. To determine the Contractor's percentage of timely disenrollments, the Department will take the total number of timely disenrollments over each Reporting Period and divide that by the total number of disenrollments completed. The Department will round the number to two decimal places.
- 4.2.2. Small County and Sample Size Exceptions
- 4.2.2.1.1. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of the Eligibility Performance Incentive Standard so long as they had eighteen (18)

or fewer Untimely Determinations/Redeterminations during that Reporting Period.

4.2.2.1.2. If the Contractor processes a total of ten (10) or fewer LTSS Determinations and twenty (20) or fewer LTSS Redeterminations per Reporting Period, the Contractor shall be deemed to have met the LTSS timeliness percentage benchmark for the Eligibility Performance Incentive Standard so long as they had six (6) or fewer Untimely LTSS Determinations and Untimely LTSS Redeterminations during that Reporting Period.

4.2.2.1.3. If the Contractor processes a total of eight (8) or fewer disenrollments during any given month, the Contractor shall be deemed to have met the Timely Disenrollment percentage benchmark for the Eligibility Performance Incentive Standard so long as they had at least sixty percent (60%) of disenrollments as Timely Disenrollments.

4.2.2.1.4. There are no Small County or Sample Size Exceptions for backlogged Determinations and Redeterminations.

4.2.3. Exemptions for Unusual Circumstances

4.2.3.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Redeterminations benchmark as described in section 4.2.1.1, failure to meet Backlogged Determinations and Redeterminations benchmark as described in section 4.2.1.2 or failure to meet the Timeliness of LTSS Determinations and Redeterminations benchmark as described in section 4.2.1.3.

4.2.3.1.1. The Contractor is not eligible to request an exemption for unusual circumstances for failure to meet the Timeliness of Case Maintenance and Disenrollment benchmark as described in section 4.2.1.4.

4.2.3.2. The exemption process for unusual circumstances is described in section 6, Exemptions.

4.2.4. BENCHMARK: Three (3) out of the following four (4): 95% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages over each Reporting Period below limit based on county size as described in section 4.2.1.2.; 95% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

4.3. Exceptional Eligibility Performance Incentive Standard

4.3.1. The Contractor may earn an Exceptional Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets all four (4) of following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.

4.3.2. BENCHMARK: Four (4) out of the following four (4): 95.00% timeliness average over each Reporting Period for determinations and redeterminations as described in

section 4.2.1.1; backlogged determination and redetermination averages over each Reporting Period below limit based on county size as described in section 4.2.1.2.; 95.00% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.

4.4. Training Performance Incentive Standard

4.4.1. The Contractor may earn the Training Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of its eligibility technicians and/or supervisors complete the required number of training hours as described in section 4.4. The Contractor's staff that are subject to the Training Performance Incentive Standard requirement is described in section 4.4.1.1.

4.4.1.1. Staff Subject to Training Performance Incentive Standard and Training Hours Requirement

4.4.1.1.1. The eligibility technician and/or supervisor will be responsible for eight (8) hours of training in the contractual period if the eligibility technician and/or supervisor has the security profile to authorize Medical Assistance as described in section 4.4.1.1.4.

4.4.1.1.2. The eight (8) hours of training shall be completed from the list of approved trainings provided by the Department. The list of approved trainings will be provided to the Contractor at implementation and will be posted on the Department's County Administration website.

4.4.1.1.3. Trainings from the Approved Training List can be trained by the Staff Development Center (SDC) or an SDC-certified trainer using SDC-approved materials.

4.4.1.1.4. Management and Eligibility Enrollment Specialist (EES) CBMS access users are subject to the Training Performance Incentive Standard.

4.4.1.2. Training Completion Timeframes and Previously Completed Trainings

4.4.1.2.1. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.

4.4.1.2.2. The Contractor's staff may re-take a previously completed course and be granted credit so long as the course was not originally taken within the current fiscal year.

4.4.1.2.2.1. Courses re-taken from a previous fiscal year shall be tracked per the requirements in section 4.4.1.3.2.

4.4.1.3. Determining Compliance with the Training Performance Incentive Standard

4.4.1.3.1. The Contractor shall log all eligible training hours in the Department's Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training Performance Incentive Standard.

4.4.1.3.1.1. Only eligible trainings as found on the list of approved trainings should be logged in LMS via the Add External Training feature.

- 4.4.1.3.1.2. Trainings added via Add External Training that are not included on the list of approved trainings will be rejected.
- 4.4.1.3.1.3. External Training requests must match the amount of training hours offered as described on the list of approved trainings. External Training requests that request more hours than described on the list of approved trainings will be denied.
- 4.4.1.3.2. Courses re-taken shall be manually added into the LMS by utilizing the Add External Training feature.
- 4.4.1.3.2.1. If a course has not yet been completed in the LMS, then the Contractor's staff shall register for the course through the standard course registration process and not request approval via Add External Training feature.
- 4.4.1.3.3. To determine compliance with the required number of training hours, the Department will request data on users with security profiles listed in section 4.4.2.3. A cross-comparison with the security profiles data pull and LMS completion reports will determine if the Contractor complied with the seventy five percent (75%) requirement for the Training Performance Incentive Standard.
- 4.4.2. BENCHMARK: 75% of eligibility technicians and supervisors with security profiles listed in section 4.4.2.3 complete eight (8) hours of training from the Approved Training List within the contract period as described in section 4.4.1.
- 4.5. Cybersecurity Performance Incentive Standard
 - 4.5.1. The Contractor may earn a Cybersecurity Performance Incentive Payment for each Reporting Period in which the Contractor submits the required deliverables relating to cybersecurity standards and remediation plans for the Colorado Information Security Policies (CISP) as described in section 4.5.
 - 4.5.2. First Reporting Period Deliverable
 - 4.5.2.1. No later than the semi-annual reporting due date for the First Reporting Period, the Contractor shall submit to the Department a signed Memorandum of Understanding (MOU) or similar document, created collaboratively between the Department and the Contractor, regarding compliance with the CISPs, data privacy and/or sharing or other cybersecurity standards to be addressed.
 - 4.5.2.1.1. The Contractor shall ensure that the cybersecurity agreement is implemented in the Contractor's county within a reasonable timeframe. Implementation may or may not depend on compliance with the CISPs and the Contractor's Remediation Plan for the CISPs, as described in section 4.5, will also consider the cybersecurity agreement mentioned in section 4.5.2.1.
 - 4.5.3. Second Reporting Period Deliverable
 - 4.5.3.1. No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall review whether its IT systems and other data privacy and protection safeguards comply with the CISPs. If the Contractor is not in compliance, the Contractor shall create and submit a Remediation Plan. The Remediation Plan will address areas of non-compliance and set a timeline to gain compliance.

- 4.5.3.1.1. In instances where the Contractor's ITSP is OIT, OIT shall be responsible for CISP compliance only for those CISPs which OIT manages on behalf of the Contractor.
- 4.5.3.1.1.1. The Contractor shall not be responsible for compliance with the CISPs for any policies which are the responsibility of OIT or the State.
- 4.5.3.1.2. Full compliance with the CISPs does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, through the Remediation Plan, shall create a reasonable timeframe for which it would gain CISP compliance, considering workload, funding and other factors.
- 4.5.4. DELIVERABLES: Signed cybersecurity MOU submitted no later than the semi-annual due date for the First Reporting Period; completed Remediation Plan submitted no later than the semi-annual due date for the Second Reporting Period.
- 4.6. Food Security Performance Incentive Standard
 - 4.6.1. The Contractor may earn a Food Security Performance Incentive Payment for both Reporting Periods in which the Contractor meets its specified benchmark relating to the percentage of Health First Colorado members who have a corresponding enrollment in the SNAP as described in section 4.6.
 - 4.6.1.1. Percentage of Health First Colorado members with enrollment in SNAP
 - 4.6.1.1.1. The Contractor shall increase the percentage of Health First Colorado members with enrollment in SNAP. The percentage increase and the overall Food Security benchmark will be mutually agreed-upon by the Department and CDHS. The benchmark will be communicated to the Contractor through the HCPF Memo Series.
 - 4.6.1.1.2. Determining Compliance with the Food Security benchmark
 - 4.6.1.1.2.1. The Department will total the number of Health First Colorado members with SNAP enrollment and divide that by the total number of all Health First Colorado members in the Contractor's county.
 - 4.6.1.1.2.2. The Department and CDHS will utilize a cross-systems data pull to determine compliance with the benchmark of the Food Security Performance Incentive Standard.
 - 4.6.1.1.2.2.1. The numerator and denominator of the benchmark will exclude any relevant populations (e.g. IPV, E&T sanctions) as mutually determined by the Department and CDHS. The populations excluded will be communicated through the HCPF Memo Series.
 - 4.6.1.1.3. The Contractor has the option to document its efforts to meet the Food Security benchmark through an outreach plan or similar written documentation. The written documentation is not required to be submitted to the Department as a contract deliverable.
 - 4.6.2. BENCHMARK: Enrollment benchmark of Medicaid members who have a corresponding enrollment in SNAP in section 4.6. Enrollment benchmark will be communicated through the HCPF Memo Series.

5. SEMI-ANNUAL REPORTING

- 5.1.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis.
- 5.1.1.1. For the First Reporting Period, the Contractor will submit the following documentation:
 - 5.1.1.1.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks.
 - 5.1.1.1.2. Any Cybersecurity Performance Incentive Standard Memorandums of Understanding (MOU), Remediation Plans or other documents listed as deliverables under this agreement.
 - 5.1.1.1.3. DUE DATE: January 5, 2020
- 5.1.1.2. For the Second Reporting Period, the Contractor will submit the following documentation:
 - 5.1.1.2.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks.
 - 5.1.1.2.2. Any Cybersecurity Performance Incentive Standard Memorandums of Understanding (MOU), Remediation Plans or other documents listed as deliverables under this agreement.
 - 5.1.1.2.3. DUE DATE: July 5, 2020

6. EXEMPTIONS

- 6.1. Exemptions for Unusual Circumstances for the Eligibility Performance Incentive Standard and the Exceptional Eligibility Performance Incentive Standard
 - 6.1.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.
 - 6.1.1.1. The Department will not include any Untimely Determinations/Redeterminations in its calculation of the Eligibility Performance Incentive Standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances as specified in section 6.1.1.
 - 6.1.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.
 - 6.1.1.3. The Contractor shall provide adequate information on the exemption form for the Department to quantify personnel issues if the Contractor requests an exemption due to staff vacancies, staff training, or other personnel issues.
 - 6.1.1.3.1. Exemption requests based on staff vacancies and trainings, personnel or other related issues will only be considered in exceptional circumstances. The Department reserves the right to deny exemption requests
 - 6.1.2. The Department may approve or reject any request for Untimely Determination/Redetermination exemptions and may limit the total number of exempted Untimely Determinations/Redeterminations for the Eligibility Performance Incentive Standard.

- 6.1.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and Section 1.1.12 due to the fault of the Contractor and/or any exemption requests based on the following:
 - 6.1.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1.11 and 1.1.12.
 - 6.1.2.1.2. Failure of the Contractor to act on client verification that was submitted timely which was requested for a Determination or Redetermination.
 - 6.1.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.
 - 6.1.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto re-enrollment or Ex Parte processes were not successful.
 - 6.1.2.1.5. Failure of the Contractor to pull all applicable COGNOS reports for the purposes of fulfilling Exhibit A-5, Statement of Work.
- 6.1.2.2. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
 - 6.1.2.2.1. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
- 6.1.2.3. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.
- 6.2. Exemptions for Unusual Circumstances for Performance Incentive Standards other than the Eligibility Performance Incentive Standard
 - 6.2.1. Exemptions for unusual circumstances will not be considered for any Performance Incentive Standard listed under section 6.2.1.
 - 6.2.1.1. Training Performance Incentive Standard
 - 6.2.1.2. Cybersecurity Performance Incentive Standard
 - 6.2.1.3. Food Security Performance Incentive Standard
 - 6.2.2. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption for unusual circumstances.

7. NOTIFICATIONS

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Incentive Performance Standards were met.
 - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Incentive Performance Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

- 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Incentive Performance Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were met and how much Performance Incentive Payments were earned by the Contractor.
- 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor shall have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
- 7.4.1. If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 7, Dispute Resolution.

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

- 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
 - 8.1.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
 - 8.1.1.2. The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
 - 8.1.1.3. If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2. Allowable Disputes

- 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

- 8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
- 8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.
 - 8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data truly conflicts with the Department's data.
 - 8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3. Nonallowable Disputes
 - 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
 - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Incentive Performance Standard.
 - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Eligibility Performance Incentive Standard.
 - 8.3.1.5. Any exemption requests for unusual circumstances for other Performance Incentive Standards other than those listed in 8.3.1.4.
 - 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay the Contractor an Eligibility Performance Standard Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.2. The Department shall pay the Contractor a Training Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3. The Department shall pay the Contractor a Cybersecurity Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.4. The Department shall pay the Contractor a Food Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2. Remaining Funds Incentive Pool Payment

9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the base Performance Incentive Payments from the Training Performance Incentive Standard, the Cybersecurity Performance Incentive Standard and the Food Security Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments for the Eligibility Performance Incentive Standard only if the Contractor was in compliance with the Exceptional Eligibility Performance Incentive Standard.

9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

- 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2. Payment Procedures

- 9.2.1. The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive benchmarks were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.
 - 9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period.
- 9.2.3. The Department may add any unearned funds from the First Reporting Period into to the Second Reporting Period allocation for any SFY.
 - 9.2.3.1. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 9.2.4. The Department may use any unearned Second Reporting Period Incentive Performance Payments during the county administration close out process.

EXHIBIT C, SMALL, MEDIUM AND LARGE COUNTY LIST

The below categorizes counties as small, medium and large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

Small

Archuleta	Grand	Phillips
Baca	Gunnison	Pitkin
Bent	Hinsdale	Rio Blanco
Cheyenne	Jackson	Routt
Clear Creek	Kiowa	San Juan
Costilla	Kit Carson	San Miguel
Crowley	Lake	Sedgwick
Custer	Lincoln	Summit
Dolores	Mineral	Washington
Elbert	Ouray	Yuma
Gilpin	Park	

Medium

Alamosa	Garfield	Morgan
Broomfield	Huerfano	Otero
Chaffee	La Plata	Prowers
Conejos	Las Animas	Rio Grande
Delta	Logan	Saguache
Douglas	Moffat	Teller
Eagle	Montezuma	
Fremont	Montrose	

Large

Adams
Arapahoe
Boulder
Denver
El Paso
Jefferson
Larimer
Mesa
Pueblo
Weld



AGENDA ITEM - 4.f.

TITLE:

Acceptance of Building Department Reports - June 2019.

Presented by:

Time needed:

PREPARED BY:

Edie Montague

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Building Dept
Description:			

ATTACHMENTS:

Description

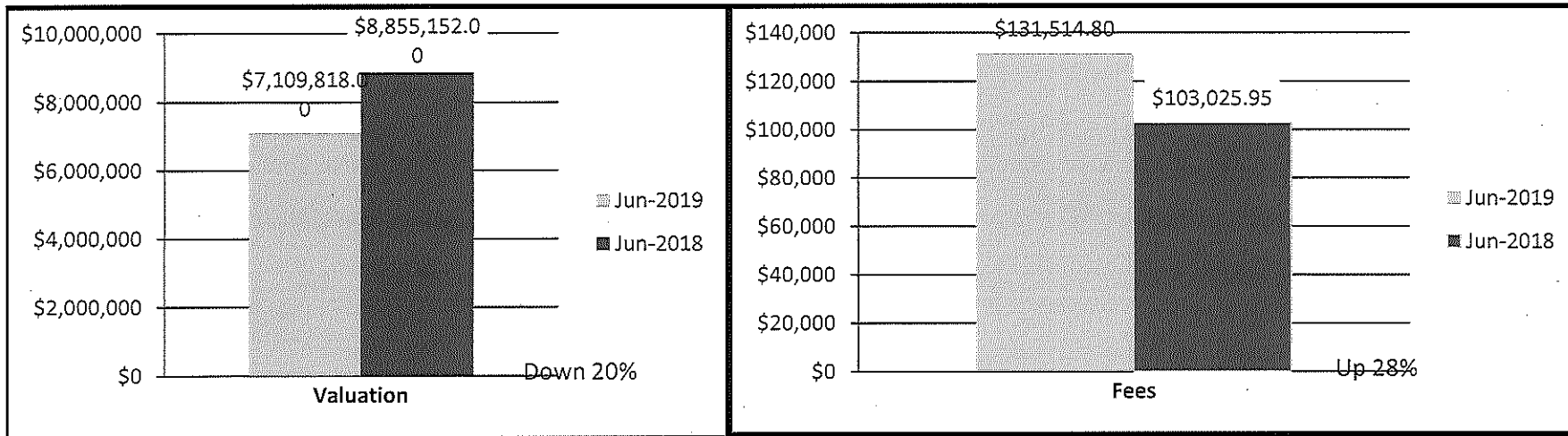
Bldg Dept June 2019 Report

Upload Date

7/18/2019

JUNE

BUILDING DEPARTMENT VALUATION AND FEES MONTHLY REPORT



JUNE 2019

	Residential	Commercial	Mechanical	2019 Year to Date	2018 Prior Year
Number of Permits	8	1		35	35
Valuation	\$3,295,378.00	\$2,000.00		\$7,109,818.00	\$8,855,152.00

Permit Fees	\$21,049.66	\$77.62		\$51,257.04	\$43,991.97
Plan Review Fees	\$13,499.91	\$50.45		\$34,335.54	\$23,609.67
Use Tax	\$13,181.51	\$8.00		\$28,333.78	\$23,967.63
Impact Fees	\$6,576.28			\$17,390.14	\$10,552.03
Mechanical Fees			\$66.55	\$198.30	\$904.65
TOTAL FEES	\$54,307.36	\$136.07	\$66.55	\$131,514.80	\$103,025.95

Certificate of Occupancy/Completion	8			33	28
Inspections	66			276	323

Issuance Report by Permit Type

Permits Issued From Saturday, June 1, 2019 through Sunday, June 30, 2019

Permit Number	Location Address	Sq Ft	Valuation	Issued	Site Location	Owner
Commercial Building						
COMM-6-19-2797	1580 GRAND Avenue	0	2,000	6/28/19	Norwood	Demian Brooks
		0	2,000.00			
						Number of Permits for Commercial Building : 1
Mechanical Permit						
MECH-6-19-2784	120 Serapio Dr	0	0	6/05/19		Laura Daley
		0	0.00			
						Number of Permits for Mechanical Permit : 1
Reroofing						
ROOF-5-19-2783	1615 GRAND Avenue	0	5,000	6/04/19		Paul Andrew Atkinson
ROOF-6-19-2791	20643 HIGHWAY 145	0	6,500	6/13/19	Sawpit	Bucknell Ventures I LLC A CO LLC
		0	11,500.00			
						Number of Permits for Reroofing : 2
Residential Accessory						
ACC-6-19-2789	816 ELK RIDGE	609	298,143	6/13/19	Sunnyside	Dave Shaver Telluride Magic LLC A CO LLC
		609	298,143.00			
						Number of Permits for Residential Accessory : 1
Residential Building						
RES-1-19-2740	120 Serapio Dr	1940	461,600	6/05/19	Aldasoro Ranch	Patrick Daley
RES-6-19-2785	66 CANYON VIEW Cir	0	133,821	6/24/19	Ski Ranches	Kevin and Patricia Kiernan Rev Tst DTD 4 20 95
RES-6-19-2786	8071 PRESERVE Dr	0	192,000	6/28/19	Preserve	Nancy J Swanson Revocable Trust
RES-6-19-2787	10291 COUNTY ROAD 44Z S Dr	0	154,790	6/27/19	Wright's Mesa	William and Julie Arthur Living Trust
RES-6-19-2793	225 Serapio Dr	3370	2,043,524	6/24/19	Aldasoro	Travis Mohrman
		3370	2,985,735.00			
						Number of Permits for Residential Building : 5

Grand Total Sq Footage 5,919

Grand Total Valuation 3,297,378.00

FUNDS COLLECTED BY THE BUILDING DEPARTMENT

TENDERED TO TREASURER -

(Payment Date or Date Range of) 6/1/2019 To 6/30/2019

Date	Received From (Applicant)	TREAS# (GL Account)	Finance (GL Debit)	Pay Type	Amount
Type of Permit: Commercial Building					
Permit Number:	COMM-6-19-2797				
6/28/2019	Dernian Brooks	0010.7100	101.0350.10.33105	Cash	\$50.45
6/28/2019		0010.8000	101.0350.10.31120	Cash	\$8.00
6/28/2019		0010.3800	101.0350.10.32105	Cash	\$77.62
Total Check Amount: \$136.07					
Commercial Building Permits: 1 Total: \$136.07					
Type of Permit: Mechanical Permit					
Permit Number:	MECH-6-19-2784				
6/5/2019	Patrick Daley	0010.8100	101.0350.10.32105	Check # 124	\$10.65
6/5/2019		0010.8100	101.0350.10.32105	Check # 124	\$23.50
6/5/2019		0010.8100	101.0350.10.32105	Check # 124	\$7.25
6/5/2019		0010.8100	101.0350.10.32105	Check # 124	\$14.50
6/5/2019		0010.8100	101.0350.10.32105	Check # 124	\$10.65
Total Check Amount: \$66.55					
Mechanical Permit Permits: 1 Total: \$66.55					
Type of Permit: Reroofing					
Permit Number:	ROOF-5-19-2783				
6/5/2019	Spencer Cooper	101.0350.10.32105	101.0350.10.32105	Check # 2171	\$124.60
6/5/2019		0010.8000	101.0350.10.31120	Check # 2171	\$20.00
Total Check Amount: \$144.60					
Permit Number:	ROOF-6-19-2791				
6/13/2019	Bucknell Ventures I LLC A CO LLC	101.0350.10.32105	101.0350.10.32105	Check # 3644	\$155.96
6/13/2019		0010.8000	101.0350.10.31120	Check # 3644	\$26.00
Total Check Amount: \$181.96					
Reroofing Permits: 2 Total: \$326.56					
Type of Permit: Residential Accessory					
Permit Number:	ACC-6-19-2789				
6/13/2019	Telluride Magic LLC A CO LLC	0010.3800	101.0350.10.32105	Check # 18066	\$2,360.73
6/13/2019		0010.7100	101.0350.10.33105	Check # 18066	\$1,534.47
6/13/2019		0830.4200	224.0120.10.33170	Check # 18066	\$1,637.93
6/13/2019		0010.8000	101.0350.10.31120	Check # 18066	\$1,192.57
Total Check Amount: \$6,725.70					
Residential Accessory Permits: 1 Total: \$6,725.70					
Type of Permit: Residential Building					
Permit Number:	RES-1-19-2740				
6/5/2019	Patrick Daley	0010.7100	101.0350.10.33105	Check # 13126	\$2,198.78
6/5/2019		0010.3800	101.0350.10.32105	Check # 13126	\$3,382.74
6/5/2019		0010.8000	101.0350.10.31120	Check # 13126	\$1,846.40
Total Check Amount: \$7,427.92					
Permit Number:	RES-6-19-2785				
6/24/2019	Kevin and Patricia Klernan Rev Tst D1	0010.3800	101.0350.10.32105	Check # 12825	\$1,326.18
6/24/2019		0010.8000	101.0350.10.31120	Check # 12825	\$535.28
6/24/2019		0010.7100	101.0350.10.33105	Check # 12825	\$862.02
Total Check Amount: \$2,723.48					
Permit Number:	RES-6-19-2786				
6/28/2019	Keith K Swanson II Revocable Trust	0010.8000	101.0350.10.31120	Check # 1592	\$768.00
6/28/2019		0010.3800	101.0350.10.32105	Check # 1592	\$1,689.84

6/28/2019	Keith K Swanson II Revocable Trust	0010.7100	101.0350.10.33105	Check # 1592	\$1,098.40
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Total Check Amount: **\$3,556.24**

Permit Number: RES-6-19-2787

6/27/2019	William and Julie Arthur Living Trust	0010.3800	101.0350.10.32105	Check # 8082	\$1,457.85
6/27/2019		0010.7100	101.0350.10.33105	Check # 8082	\$947.60
6/27/2019		0010.8000	101.0350.10.31120	Check # 8082	\$619.16

Total Check Amount: **\$3,024.61**

Permit Number: RES-6-19-2793

6/24/2019	Travis Mohrman	0010.3800	101.0350.10.32105	Check # 1	\$10,551.76
6/24/2019		0830.4200	224.0120.10.33170	Check # 1	\$4,938.35
6/24/2019		0010.8000	101.0350.10.31120	Check # 1	\$8,174.10
6/24/2019		0010.7100	101.0350.10.33105	Check # 1	\$6,858.64

Total Check Amount: **\$30,522.85**

Residential Building Permits: 5 Total: \$47,255.10

Grand Total Permits Issued: 10

Grand Total Permit Fees: \$54,509.98

San Miguel County Monthly Permit Log

- Permit Issued from 6/1/2019 to 6/30/2019

ISSUANCE	OWNER	PERMIT ID	OWNER MAILING ADDR.	VALUATION	CLASS OF WORK	JOB ADDRESS	CONTRACTOR INFO	
6/05/2019	Laura Daley	MECH-6-19-2784	PO Box 3159 Telluride, CO 81435	0	New	120 W Serapio Dr Telluride, CO 81435		
6/05/2019	Patrick Daley	RES-1-19-2740	PO Box 3159 Telluride, CO 81435	461,600	Single Family Residence	120 W Serapio Dr Telluride, CO 81435	Daley Construction 209 E Serapio Dr	(970)729-1158 (Cell) Telluride, CO 81435
6/04/2019	Paul Andrew Atkinson	ROOF-5-19-2783	14545 Frank Lloyd Wright Blvd 2059 Scottsdale, AZ 85260	5,000	Reroofing	1615 GRAND Avenue Norwood, CO 81423		
6/13/2019	Telluride Magic LLC A CO LLC	ACC-6-19-2789	6405 Shorehaven Ct Frisco, TX 75035	298,143	Accessory Building	816 ELK RIDGE Telluride, CO 81435	Trifecta Construction, LLC PO Box 3160	(970)209-2309 Telluride, CO 81435
6/13/2019	Bucknell Ventures I LLC A CO LLC	ROOF-6-19-2791	PO Box 73 Telluride, CO 81435	6,500	Reroofing	20643 HIGHWAY 145 Placerville, CO 81430	Telluride Valley Roofing PO Box 46	(970)708-9042 Placerville, CO 81430
6/28/2019	Demian Brooks	COMM-6-19-2797	PO Box 672 Ophir, CO 81426	2,000	Remodel	1580 GRAND Avenue Norwood, CO 81423		
6/24/2019	Kevin and Patricia Kiernan Rev Tst DTD 4 20 95	RES-6-19-2785	PO Box 979 Telluride, CO 81435	133,821	Remodel	66 CANYON VIEW Cir Telluride, CO 81435	Hensen Construction 14 Spring Creek Dr	(970)728-8073 (970)729-0056 (Cell) Telluride, CO 81435
6/28/2019	Nancy J Swanson Revocable Trust	RES-6-19-2786	PO Box 1199 Telluride, CO 81435	192,000	Remodel	8071 PRESERVE Dr Telluride, CO 81435	J & S Richardson Construction 11750 6450 Rd	Montrose, CO 81401
6/27/2019	William and Julie Arthur Living Trust	RES-6-19-2787	322 Boerne State Airfield Boerne, TX 78006	154,790	Remodel	10291 COUNTY ROAD 44Z S Dr Norwood, CO 81423		
6/24/2019	Travis Mohrman	RES-6-19-2793	1735 N Paulina 417 Chicago, IL 60622	2,043,524	Single Family Residence	225 E Serapio Dr Telluride, CO 81435	Koenig Construction Services PO Box 3138	(970)729-0230 (970)729-0230 (Cell) Telluride, CO 81435
Grand Total Valuation				3,297,378				

Permit Payments - Building Only (By GL Code)

From 6/1/2019 To 6/30/2019

0010.3800

Commercial Building

Building Permit Fee

06/28/2019	COMM-6-19-2797	Building Permit Fee	\$77.62
			\$77.62

Residential Accessory

Building Permit Fee

06/13/2019	ACC-6-19-2789	Building Permit Fee	\$2,360.73
			\$2,360.73

Residential Building

Building Permit Fee

06/24/2019	RES-6-19-2793	Building Permit Fee	\$10,551.76
06/27/2019	RES-6-19-2787	Building Permit Fee	\$1,457.85
06/24/2019	RES-6-19-2785	Building Permit Fee	\$1,326.18
06/05/2019	RES-1-19-2740	Building Permit Fee	\$3,382.74
06/28/2019	RES-6-19-2786	Building Permit Fee	\$1,689.84
			\$18,408.37

TOTAL FEES	\$20,846.72
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0010.7100

Commercial Building

Plan Review Fee

06/28/2019	COMM-6-19-2797	Plan Review Fee	\$50.45
			\$50.45

Residential Accessory

Plan Review Fee

06/13/2019	ACC-6-19-2789	Plan Review Fee	\$1,534.47
			\$1,534.47

Residential Building

Plan Review Fee

06/05/2019	RES-1-19-2740	Plan Review Fee	\$2,198.78
06/24/2019	RES-6-19-2793	Plan Review Fee	\$6,858.64
06/27/2019	RES-6-19-2787	Plan Review Fee	\$947.60

06/24/2019	RES-6-19-2785	Plan Review Fee	\$862.02
06/28/2019	RES-6-19-2786	Plan Review Fee	\$1,098.40
			\$11,965.44
TOTAL FEES			\$13,550.36

0010.8000

Commercial Building

Use Tax

06/28/2019	COMM-6-19-2797	Use Tax	\$8.00
			\$8.00

Reroofing

Use Tax

06/13/2019	ROOF-6-19-2791	Use Tax	\$26.00
06/05/2019	ROOF-5-19-2783	Use Tax	\$20.00
			\$46.00

Residential Accessory

Use Tax

06/13/2019	ACC-6-19-2789	Use Tax	\$1,192.57
			\$1,192.57

Residential Building

Use Tax

06/24/2019	RES-6-19-2785	Use Tax	\$535.28
06/27/2019	RES-6-19-2787	Use Tax	\$619.16
06/24/2019	RES-6-19-2793	Use Tax	\$8,174.10
06/28/2019	RES-6-19-2786	Use Tax	\$768.00
06/05/2019	RES-1-19-2740	Use Tax	\$1,846.40
			\$11,942.94

TOTAL FEES **\$13,189.51**

0010.8100

Mechanical Permit

Appliance Vent Relocation/Installation Replacement

06/05/2019	MECH-6-19-2784	Appliance Vent Relocation/Installation f	\$7.25
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Gas Fireplace & Decorative Appliance

06/05/2019	MECH-6-19-2784	Gas Fireplace & Decorative Appliance	\$10.65
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Hoods serving a mechanical exhaust

06/05/2019	MECH-6-19-2784	Hoods serving a mechanical exhaust	\$10.65
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Mechanical Exhaust Fee

06/05/2019 MECH-6-19-2784

Mechanical Exhaust Fee

\$14.50

Mechanical Permit Fee

06/05/2019 MECH-6-19-2784

Mechanical Permit Fee

\$23.50

\$66.55**TOTAL FEES****\$66.55****0830.4200****Residential Accessory****Impact Fee**

06/13/2019 ACC-6-19-2789

Impact Fee

\$1,637.93

\$1,637.93**Residential Building****Impact Fee**

06/24/2019 RES-6-19-2793

Impact Fee

\$4,938.35

\$4,938.35**TOTAL FEES****\$6,576.28****101.0350.10.32105****Reroofing****Building Permit Fee**

06/13/2019 ROOF-6-19-2791

Building Permit Fee

\$155.96

06/05/2019 ROOF-5-19-2783

Building Permit Fee

\$124.60

\$280.56**TOTAL FEES****\$280.56****Total Payments:****\$54,509.98**

Certificate of Occupancy & Certificate of Completion Issuance Report

By Permit Type

C.O.'s Issued From Saturday, June 1, 2019 through Sunday, June 30, 2019

C.O. Number	Issued	Location Address	Permit Status	Permit Number
Residential Building				
Certificate Of Occupancy				
CO-1976	6/12/2019	1102 COUNTY ROAD V44 E	Completed	RES-10-16-2341
Certificate Of Occupancy				
CO-1963	6/7/2019	752 Two Rivers Dr	Completed	RES-10-17-2509
Certificate Of Occupancy				
CO-1964	6/7/2019	750 Two Rivers Dr	Completed	RES-10-17-2510
Certificate Of Occupancy				
CO-1977	6/20/2019	1776 PENINSULA Dr	Completed	RES-10-17-2526
Certificate Of Occupancy				
CO-1965	6/7/2019	671-677 Two Rivers Dr	Completed	RES-11-17-2539
Certificate Of Occupancy				
CO-1979	6/20/2019	3130 LAST DOLLAR Rd	Completed	RES-5-18-2594
Certificate Of Occupancy				
CO-1980	6/24/2019	604 Society Dr	Approved	RES-7-18-2637
Certificate Of Occupancy				
CO-1978	6/12/2019	42 PROMONTORY Ln	Approved	RES-7-18-2659

Totals for Residential Building : 8



AGENDA ITEM - 4.g.

TITLE:

Ratification of approval by the County Board of Commissioners to adopt the 2019 CC4CA policies.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Information provided by Lance Waring.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description
CC4CA Policy Statement

Upload Date
7/25/2019

CC4CA Policy Statement

Effective July 1, 2019

Adopted by the CC4CA Steering Committee on June 27, 2019 for Final Member Sign-Off

Colorado Communities for Climate Action is a coalition of local governments advocating for stronger state and federal climate policy. CC4CA's policy priorities for 2019-2020 reflect unanimous agreement among the coalition members on steps that should be taken at the state and federal level, often in partnership with local governments, to enable Colorado and its communities to lead in protecting the climate.

CC4CA generally focuses on legislative, regulatory, and administrative action, supporting efforts that advance the general policy principles and the detailed policy positions described below, and opposing efforts that would weaken or undermine these principles and positions.

General Policy Principles

The following general principles guide the specific policies that Colorado Communities for Climate Action advocates for:

Supports collaboration between state and federal government agencies and Colorado's local governments to advance local climate protection.

Supports state and federal programs to reduce carbon pollution, including adequate and ongoing funding of those programs.

Supports analyses, financial incentives, and enabling policies for the development and deployment of clean energy technologies.

Supports locally driven and designed programs to support communities impacted by the clean energy transformation.

Supports prioritizing policies that put people at the center of decision-making, do not exacerbate or create disparities in growing the green economy, and enhance equitable outcomes for all.

Policy Positions

Colorado Communities for Climate Action supports the following policy positions:

Statewide Climate Strategies

- 1. Reducing statewide carbon emissions consistent with or greater than the State of Colorado's 2019 codified goals.**
- 2. Securing accurate, frequent greenhouse gas inventories and forecasts for Colorado.**
- 3. Adopting a comprehensive market-based approach to reduce Colorado's greenhouse gas emissions.**
- 4. Expanding the consideration of the environmental and health costs associated with the use of fossil fuels.**

Local Climate Strategies

- 5. Removing barriers and promoting opportunities that allow counties and municipalities to maximize the deployment of local clean energy and climate options.**
- 6. Enabling local governments to obtain the energy use and other data they need to effectively address climate change.**
- 7. Supporting a public process for evaluating retail energy choice options for local jurisdictions.**
- 8. Supporting policies that promote energy efficient buildings.**
- 9. Providing for equitable strategies to enable and accelerate beneficial electrification.**

Energy Generation

- 10. Accelerating retirement of existing fossil fuel generation facilities and their replacement with cost-effective and reliable clean energy supplies, through means that protect both utilities and consumers.**

11. Expanding the ability of electric cooperatives to independently purchase local renewable electricity and take other steps to reduce carbon pollution.

12. Expanding distributed generation, energy storage, high levels of renewable energy generation (distributed and utility-scale), and appropriate technologies through grid modernization.

Energy Efficiency

13. Expanding demand side savings from efficiency and conservation for all energy types.

14. Supporting ongoing and sustainable funding for weatherization and renewable energy assistance to low-income households so that all Coloradans have access to comfortable and affordable homes.

15. Providing counties and statutory cities and towns with the same authority held by home rule cities to implement local energy conservation policies and programs.

Transportation

16. Ensuring effective implementation of Colorado's vehicle emissions standards and other regulatory activities designed to reduce carbon emissions from vehicles.

17. Implementing the 2018 Colorado Electric Vehicle Plan and other efforts to increase electrification of all motor vehicles.

18. Increasing multimodal transportation funding.

19. Incentivizing and selecting mobility alternatives, including movement of both people and goods, based on energy efficiency and environmental costs and benefits.

Fossil Fuel Extraction Activities

20. Expanding monitoring of and reducing the full life cycle emissions from fossil fuel extractive industry activities.

Solid Waste Reduction

21. Granting CDPHE the authority to implement a plan for meeting Colorado's statewide and regional solid waste diversion goals.

22. Reducing the use of disposable/single-use products and promoting the reuse of materials.

23. Fostering infrastructure, policies, incentives, and programs for recycling and composting.

General

24. Promoting proactive programs and efforts that improve the resilience and adaptability of Colorado communities in the face of natural disasters and other major challenges associated with climate change.

25. Optimizing the potential for carbon sequestration through regenerative agriculture, improved soil health, and forest management.

26. Incorporating equity, accessibility, and just transition considerations into climate policies and actions.

27. Encouraging investments that achieve climate-positive solutions.

28. Maintaining protections and authorities currently provided under environmental laws like the Clean Air Act and the Clean Water Act.



AGENDA ITEM - 4.h.

TITLE:

Consideration of a recommendation by the Abatement hearing officer to approve Petition # 2019-47 for Abatement or Refund of Taxes, approval for the year 2018, Samantha Andrews and Joseph Guthrie, Sec 21 T45N R13W, Schedule Number R2030023910.

Presented by:

Time needed:

PREPARED BY:

Jim Isler, Abatement hearing officer

RECOMMENDED ACTION/MOTION:

To approve as recommended by Jim Isler, Abatement hearing officer.

INTRODUCTION/BACKGROUND:

See attached information.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

2019-47 Abatement Hearing Documents

Upload Date

7/25/2019

JIM ISLER REAL ESTATE

July 17, 2019



San Miguel County Commissioners
Telluride, CO

Re: R2030023910 Abatement Hearing, July 17, 2019

Petitioner Joseph Guthrie appeared with Assessor representative Jean Nielsen.

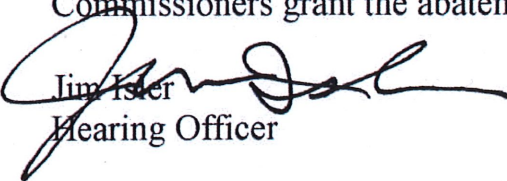
Mr. Guthrie explained that he had successfully gotten this parcel zoned Agricultural after three years. In 2018 he tried to provide the third year's evidence of agricultural use (grazing) on the property. He spoke with Assessor's employee, who mistakenly reported that his property was zoned Ag.

Unfortunately, because his name appears as second owner on the Assessor's record for this specific parcel, the employee who he spoke with (no longer employed) she was looking at another parcel co-owned. It turns out that the "vacant land vs, Ag" designations are the responsibility of another employee, who was not in the conversations and not aware of the updated status of the property.

Guthrie's explanation is acknowledged by Assessors staff, which is attached.

I asked if Mr. Guthrie had any other evidence to present, including any photos of animals grazing the subject parcel. He immediately provided two photos from his phone, created November 29, 2018. They show cattle and the large hay pile provided for their feed.

Considering the difficulty of reconciling the online and manually kept records of ownership and zoning status in this case, it is my recommendation that the Commissioners grant the abatement and **adjust the parcel to Ag status for 2018.**


Jim Isler
Hearing Officer

QUALIFICATIONS: Jim Isler has been a licensed Employing Broker (#1316434) since 1991. Operating as JIM ISLER REAL ESTATE, a sole proprietorship in Montrose. Served as County's residential property valuation appeal Hearing Officer 2009-2014. Prior experience as COO and part owner of First Denver Mortgage Company and as a Vice President, Citicorp Mortgage

16124 60.30 Road
Montrose, CO 81401
970-249-0737

7/17/19 Abatement Hearing – R2030023910

This Abatement concerns a 40 acre parcel of land located just outside Norwood, Colorado. Samantha Andrews and Joe Guthrie purchased the property in February of 2015. At the time of purchase, the property was classified as Vacant Land. The owners filled out and returned a Vacant Land Sales Questionnaire on April 20, 2015 and no mention of agricultural use was made in the questionnaire.

On April 18, 2016, Samantha Andrews called and stated that the property had been purchased to graze their livestock because their other property upon which they raised fruit trees and market garden stock, was too small. She inquired about getting agricultural classification for this property.

I explained to Ms. Andrews that it was a three year process, and that ***it would be necessary to provide documentation of agricultural use each of the years***. It was explained that 2016 would be the first year towards ag classification. 2017 the 2nd year and that in 2018, with continued agricultural use, the property would be classified as ag and that the tax bill received in 2019 for 2018 would reflect the change.

In 2016, Ms. Andrews did send documentation of livestock expenses. The documentation reflected expenses incurred in purchasing and caring for the cattle in 2015 and 2016. An In the Process of Ag Classification file was opened under the name of Samantha Andrews as primary owner upon receipt of those documents.

No such documentation of agricultural use was received for the subject property in 2017 or 2018 and therefore, the property's classification was not changed to agricultural land in 2018.

Late in 2017, Mr. Guthrie did call this office and asked if all was well with his Ag Classification, and he was told, yes, all was well. That statement was made because the only agricultural property we had with Joseph Guthrie as primary named owner was the 11 acre fruit tree and market garden property.

On November 7, 2018, a Land Farming Questionnaire was sent to Mr. Guthrie for the 11.04 acre fruit tree and market garden property. This questionnaire is sent out to farms in November of every 'even numbered year' so that we can determine classification and valuation for the next two years. Mr. Guthrie completed the questionnaire, attached documentation of sales and returned it to this office by the December 15, 2018 deadline and that property maintained its Ag classification.

This abatement results, in small part, from the fact that our accounts reflect one primary owner's name per property. Ms. Andrews is the named primary owner of the ag file for the 40 acre property and Mr. Guthrie is the named primary owner of the fruit and market garden property. With over 1200 ag properties, many of which have multiple owners, we must deal with primary ownership.

That being said, we still did not receive any ***specific documentation for the subject 40 acre property in 2017 or 2018*** from either Ms. Andrews or Mr. Guthrie even though Ms. Andrews was told that documentation of ag use was required for each of the years.

The only documentation we received between 2016 and 2018 was the Profit and Loss report sent with the completed Farming Questionnaire for the 11 acre property with Mr. Guthrie as primary owner, which we received in December of 2018. That documentation did reference the sale of meat; however, it was associated with the farm with Mr. Guthrie as named primary owner and not the 40 acre property with Ms. Andrews as named primary owner.







Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Abatement Hearing July 17, 2019

1 message

Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Thu, Jun 13, 2019 at 12:59 PM

To: Samantha Andrews <bedrocklandworks@gmail.com>

Cc: Peggy Kanter <peggyk@sanmiguelcountyco.gov>, Jeannie Davis <jeannied@sanmiguelcountyco.gov>

Samantha,

I just wanted you to know that the Board of County Commissioners will not be hearing your abatement scheduled for Wednesday, July 17, 2019. They have decided to have a hearing officer sit for the meeting. This means that the hearing officer will make a recommendation to the Board of County Commissioners, and they will either agree or not agree with the hearing officer. Jim Isler will be the hearing officer as typical with most hearing officers they have a background in real estate and have experience hearing appeal cases.

The date and time will be the same Wednesday, July 17, 2019, at 9:40 a.m. location will still be in Telluride at 335 W. Colorado Ave., Telluride, Co. 81435. This is the auxiliary building next to the Miramonte Building and the Courthouse. If you or Joseph have any questions at all, please let me know.

Carmen L. Warfield

Carmen L. Warfield

Chief Deputy Clerk - BOCC

San Miguel County

333 W. Colorado Ave, 3rd Floor

PO Box 1170

Telluride, CO 81435

970-369-5429

E: carmenw@sanmiguelcountyco.govW: www.sanmiguelcountyco.gov*July 17, 2019 Abatement hearings*

Date: MAY 29, 2019
To: San Miguel County Commissioners
From: Peggy Kanter, San Miguel County Assessor
RE: Abatement Petition # 2019-47

Petitioner: Andrews + Guthrie
Agent:
Account Number: R2030023910
Abatement Year: 2018
Petitioner: ☐ Did Protest ☒ Did Not Protest
Year(s):
Petitioner provided documentation: ☐ Yes ☒ No
Petitioner's estimate of value: \$ 9,000.00

Q

July 17, 2019
Jeanne Davis
will be presenting

Assessor's Office:

- ☒ Reviewed documentation and assessors' records for errors
- ☐ Attached documentation for recommendation of value
- ☐ Illegal/erroneous/clerical errors
- ☐ Illegal application of Mill Levy
- ☐ Taxable to Exempt
- ☐ Double assessment
- ☐ Taxpayer reporting error on Personal Property
- ☐ Overvaluation: No protest filed for that year
- ☐ BAA or Court order
- ☐ BIA (Best Information Available) When an owner does not file a personal property declaration schedule with the Assessor, the Assessor assigns a BIA assessment to the property, § 39-5-116 (1) C.R.S. A Notice of Valuation is mailed to the owner, and if the BIA value is not protested during the statutory time frame, an abatement petition filed by the owner on the BIA assessment should be denied,
- ☐ Overvaluation: Law precludes owners from filing both a protest and an abatement petition for the same assessment year when overvaluation is the reason for the abatement 39-10-114 (1)(a)(I)(D) C.R.S.
- ☐ Late Filing: Abatement or refund of taxes is limited to a maximum of two (2) years after the January 1 of the year following the year in which taxes were levied 39-10-114 (1)(a)(I)(A) C.R.S.
- ☐ Homeowners' Association (HOA) Common Elements transferred after January 1 is not prorated
- ☐ Field inspection was requested and conducted
- ☒ Assessor's office **denies** petition: After review, Assessor felt the actual value correctly reflects the June 30, 2016 market value. Land was classified as vacant land. No documentation of agricultural use received in the Assessor's Office.

☐ Assessor's office **approves** or **approves in part** an adjustment to the petitioned parcel

Assessor recommends final actual value for petition \$ _____ for
the year (s) _____

No documentation was received for tax years
2017 and 2018.

Documentation was received in the office
Dec. 17, 2018 but did not include information
on grazing this parcel.

Feb. 20, 2019 provided information on
the cattle and grazing.

We changed there classification from
Vacant land to agricultural land in
2019, now having documentation.


SAN MIGUEL COUNTY ASSESSOR
 333 W COLORADO AVENUE
 2ND FLOOR
 PO BOX 506
 TELLURIDE, CO 81435

2019 REAL PROPERTY NOTICE OF VALUATION

**APPEAL FORM
 RETURN TO ASSESSOR**

Phone: (970) 728-3174
 Office Hours: 8:00 am - 5:00 pm, M-F

DATE: May 1, 2019

ACCOUNT NUMBER		TAX YEAR	TAX AREA CODE	PROPERTY DESCRIPTION (MAY NOT BE COMPLETE)		
R2030023910		2019	203	429521200006		
P R O P E R T Y	3549*12**G50**0.576**1/2*****AUTO5-DIGIT 81401 ANDREWS SAMANTHA AND GUTHRIE JOSEPH AS JTWROS PO BOX 933 NORWOOD CO 81423-0933 			NW4NW4 SEC 21 T45 R13 40AC RIGHT OF ENTR Y FOR RECLAMATION REC 01 30 95 BK 541 PG 241		
	CLASSIFICATION			PRIOR YEAR ACTUAL VALUE	CURRENT YEAR ACTUAL VALUE	+ OR - CHANGE
AGRICULTURAL LAND				0	3,835	3,835
VACANT				95,966	0	-95,966
AGRICULTURAL IMPS				0	4,229	4,229
			TOTALS	95,966	8,064	-87,902

LAND SIZE 40.000000

OF BUILDINGS ON FILE 1

BUILDING #1 CHARACTERISTICS DISPLAYED

PROPERTY CHARACTERISTICS

Total Bldg SF: 869.00
 Bldg Style Type: Shed - Equipment
 Quality: Fair
 Bedrooms: 0.00
 Bathrooms: 0.00
 HVAC: None
 Year Built: 1940
 Adj Year Built: 1940

PLEASE REFER TO THE BACK OF THIS FORM FOR INFORMATION ON HOW TO APPEAL YOUR PROPERTY VALUATION OR ITS CLASSIFICATION.



2019-047

San Miguel

Received

(Use Assessor's or Commissioners' Date Stamp)

May 21, 2019

Section I: Petitioner, please complete Section I only.

Month Day Year

Samantha Andrews & Joseph Guthrie

PO Box 933

Norwood

CO. 81423

City or Town

State

Zip Code

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

4295-212-00-0006

R 2030023910

150 AA 42 Rd. Norwood, CO

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Clerical error, please see attached.

\$ 9000 (2018)

Value Year

\$ 1000
Value

Year

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

see original

Petitioner's Signature

Daytime Phone Number ()

Email

By_

Agent's Signature*

Daytime Phone Number ()

Printed Name:

Email

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

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

Assessor's Recommendation

(For Assessor's Use Only)

Tax Year 2018

	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	95,966	27,830	15 88.81
Corrected	9,000	2,610	149.00
Abate/Refund	86,966	25,220	1439.81

☐ Assessor recommends approval as outlined above.

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

Tax year: 2018 Protest? ☒ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

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

☒ Assessor recommends denial for the following reason(s):
Land was classified as vacant land. No documentation of agricultural (see attached)

Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17

use received in the Assessor's
office.

Property should have been changed from vacant land to Agricultural status in 2018 after 3 years of agricultural use, beginning in 2015. There was a misunderstanding when Joseph Guthrie called yearly to ~~make~~ check on agricultural tax status for this property, the clerk at the assessor's office was looking at another piece of property that we own that was already in Ag. status and informed him each time he called that we were on track. We were then told in Feb. 2019 that we had been denied Ag. classification & surprised to hear this. We are pouring all our profits from our farming business into our 3 ag. properties and really count on the tax savings from ag. status to make a living. We appreciate your re-consideration of this matter.

Thank you.

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

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

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

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

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

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

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (~~being present--not present~~) and

Name

Petitioner _____ (~~being present--not present~~), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor, and that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
------	----------------	--------------------

Chairperson of the Board of County Commissioners' Signature

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

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

Section V: Action of the Property Tax Administrator

(For all abatements greater than \$10,000)

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

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

Secretary's Signature Property Tax Administrator's Signature Date

2019-47

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: SAN MIGUELDate Received RECEIVED
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

MAY 21 2019

Date: 5 10 2019
Month Day YearPetitioner's Name: SAMANTHA ANDREWS + JOSEPH GUTHRIEPetitioner's Mailing Address: PO BOX 933
NORWOOD CO 81423
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)

PARCEL # 429521200006
2030023910

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

150 AA42 RD. NORWOOD, CO.

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2018 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Clerical error, please see attached.

Petitioner's estimate of value:

\$ 9000 (2018)
Value Year

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

Samantha Andrews + Joseph Guthrie
Petitioner's Signature

Daytime Phone Number (970) 708-8430Email bedrocklandworks@gmail.comBy _____
Agent's Signature*

Daytime Phone Number () _____

Printed Name: _____

Email _____

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

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Provisions of the Colorado Constitution, denies the petition for refund or abatement of taxes in whole or in part, the Petitioner agrees to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision.

Section II:

Assessor's Recommendation (For Assessor's Use Only)

	Actual	Assessed	Tax
Original	\$ <u>95,966.00</u>	\$ <u>27,830.00</u>	\$ <u>1,588.81</u>
Corrected	\$ <u>9,000.00</u>	\$ <u>2,610.00</u>	\$ <u>149.00</u>
Abate/Refund	\$ <u>86,966.00</u>	\$ <u>25,220.00</u>	\$ <u>1,439.81</u>

☐ Assessor recommends approval as outlined above.

Please see full
page of Abatement
Attached.

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

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

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

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

Petitioner's Signature _____	Date _____
Assessor's or Deputy Assessor's Signature _____	Date _____

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

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

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (*being present--not present*) and

Petitioner _____ (*being present--not present*), and WHEREAS, the said
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
------	----------------	--------------------

Chairperson of the Board of County Commissioners' Signature

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

**OFFICE OF
SAN MIGUEL COUNTY
BOARD OF COMMISSIONERS**

**P. O. BOX 1170
TELLURIDE, COLORADO 81435
970-728-3844 OFFICE / 970-728-3718 FAX
Email: carmenw@sanmiguelcountyco.gov**

June 11, 2019

Samantha Andrew and Joseph Guthrie
PO Box 933
Norwood, CO 81423

Re: Petition for Abatement or Refund of Taxes
Petition Number: 2019-047 Schedule Number: R2030023910

To Whom It May Concern:

Your tax abatement meeting is scheduled for Wednesday, July 17, 2019, at 9:40 a.m. during a regular meeting of the Board of Commissioners in the County Meeting Room, located at 333 West Colorado Ave, Second floor, Miramonte building in Telluride, Colorado.

If you cannot be present, a representative may attend in your place, or you may phone the Board of Commissioners for a conference call. Please write, fax, or email the County Commissioners of your intentions.

If you have any questions concerning your abatement by the Assessor, please contact the County Assessor's Office at 970-728-3174. If you have any questions concerning the date of this meeting, please contact the Commissioners Office at 970-728-3844.

Sincerely,



Carmen Warfield
Chief Deputy Clerk

pc: Peggy Kanter, County Assessor
Amy Markwell, County Attorney - emailed 6/11/19



AGENDA ITEM - 4.i.

TITLE:

Ratification of Chair's signature on a letter changing the scope of the Division of Local Affairs grant for the Sheriff's Office Expansion project.

Presented by:

Time needed:

PREPARED BY:

Jennifer Dinsmore

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description
Sheriff Change of Scope letter Dola Grant

Upload Date
7/22/2019



San Miguel County Sheriff's Office

684 CR 63L Telluride, Colorado, 81435

William S. Masters, Sheriff

June 19, 2019

Patrick Rondinelli
Regional Manager, DOLA
patrick.rondinelli@state.co.us

Re: Change of Scope
Contract # F17S845, San Miguel County

Mr. Rondinelli,

This letter is to request change of scope for the Sheriff's Office Expansion project outside Telluride in San Miguel County (#F17S845). San Miguel completed the amendment to the original scope of the project in January but did not adjust the budget accordingly. Thus, the grant is still showing a 75/25 ration and we would like to formally request a change of scope to request the grant reimbursement ratio be modified to 50% County and 50% EIAF grant funds.

Please let me know if you have any questions.

Jennifer Dinsmore
Chief Administrative Officer and EM Coordinator

Approved by San Miguel County Board of Commissioners

Kris Holstrom 7/19/2019
Kris Holstrom, Chairperson Date



AGENDA ITEM - 4.j.

TITLE:

Approval of Chair's signature on an Partners agreement with Montrose County as a fiscal agent for the West Region Healthcare Coalition.

Presented by:

Time needed:

PREPARED BY:

Henry L Mitchell

RECOMMENDED ACTION/MOTION:

Vote to approve, and sign page 9.

INTRODUCTION/BACKGROUND:

The West Region Healthcare Coalition (WRHCC) is going through some staffing changes and needs to appoint a new fiscal agent. The WRHCC will be unable to accept or spend funds without a fiscal agent. They are seeking a permanent agent, but until then Montrose County has agreed to be the interim fiscal agent.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
2020*514	7/15/2019		Sheriff
Description:	Naming Montrose County as the interim fiscal agent for the WRHCC		

ATTACHMENTS:

Description

West Regional Healthcare coalition partners

Upload Date

7/24/2019

**AGREEMENT BETWEEN WEST REGIONAL HEALTHCARE COALITION
PARTNERS AND MONTROSE COUNTY AS INTERIM FISCAL AGENT FOR THE
PURPOSES OF COLORADO DEPARTMENT OF PUBLIC HEALTH AND
ENVIRONMENT CONTRACT CT 2020*514**

This agreement made on the ____ day of ____, 2019, by and between **Montrose County Board of County Commissioners** as the Interim Fiscal Agent, hereinafter referred to as Interim Fiscal Agent, and the **West Region Healthcare Coalition** partners, hereinafter referred to as "WRHCC" or "Partners," which includes:

American Red Cross

506 Gunnison Ave., Grand Junction, CO 81501

Basin Clinic

421 W. Adams St. P.O. Box 340, Naturita, CO 81422

Black Canyon Surgical Center

611 East Star Court, Montrose, CO

Care Flight

830 S. 4th Street, Montrose, CO 81401

Colorado Department of Public Health and Environment

4300 Cherry Creek South Drive, Denver CO 80246

Colorado Community Health Network

600 Grant Street, Suite 800, Denver, CO 80203

Colorado Hospital Association

7335 East Orchard Road, Greenwood Village, CO 80011

Colorado Office of Emergency Management

56 Blackstock Drive, Unit B, Crested Butte, CO 81224

Colorow Care Center

885 S. Hwy 50 Business Loop, Olathe, CO 81425

DCMH Home Health

70 Stafford Lane, Delta, CO 81416

Delta County Ambulance District

60 Hines Street, Delta, CO 81416

Delta County Emergency Management

555 Palmer Street, Delta, CO 81416

Lawrence
7/15/19
1

Delta County Health Department
255 W. 6th Street, Delta, CO 81416

Delta County Human Services
196 W. Hotchkiss Ave., Hotchkiss, CO 81419

Delta County Memorial Hospital
1501 E. 3rd Street, Delta, CO 81416

Dialysis Clinic, Inc.
846 S. 5th Street, Montrose, CO 81401

Family Health West
228 N. Cherry Street, Fruita, CO

Gunnison County Emergency Management
510 West Bidwell, Gunnison, CO 81230

Gunnison County Public Health
225 N. Pine Street, Gunnison, CO 81230

Gunnison Valley Health
711 N. Taylor, Gunnison, CO 81230

Gunnison Valley Hospital
1500 W. Tomichi, Gunnison, CO 81230

Hinsdale County Emergency Management
700 N. Henson Street, Lake City, CO 81235

Hinsdale County Public Health
304 W. 3rd Street, P.O. Box 277, Lake City, CO 81235

Mesa County Public Health
510 29 ½ Road, P.O. Box 20,000, Grand Junction, CO 81502-5033

Montrose County Emergency Management
1200 N. Grand Ave., Montrose, CO 81401

Montrose County Health & Human Services
1845 S. Townsend Ave., Montrose, CO 81401

Montrose Fire District
411 S. Uncompahgre Ave., Montrose, CO 81401

Montrose Memorial Hospital
800 S. 3rd Street, Montrose, CO 81401

North Fork Ambulance District
191 Hotchkiss Ave., Hotchkiss, CO 81419

Ouray County Emergency Management
P.O. Box C, Ouray, CO 81427

Ouray County EMS
P.O. Box 124, Ridgway, CO 81432

Ouray County Public Health
P.O. Box 670, Ouray, CO 81427

PASCO – SW
2764 Compass Drive, Grand Junction, CO 81506

Pediatric Associates
947 S. 5th Street, Montrose, CO 81401

Phoenix Home Care
100 S. Tessitore Ct., Montrose, CO 81401

Region 10
145 S. Cascade Ave., Montrose, CO 81401

River Valley Family Health Center
308 Main Street, Olathe, CO 81425

San Miguel County Emergency Management
684 County Road 63L, Telluride, CO 81435

San Miguel County Public Health
333 W. Colorado Ave., 3rd Floor, P.O. Box 949, Telluride, CO 81435

Silver Thread Public Health District
304 W. Third Street, P.O. Box 277, Lake City, CO 81235

Surface Creek Family Practice
255 SW 8th Street, Cedaredge, CO 81413

Telluride Medical Center
500 W. Pacific Ave., Telluride, CO 81435

Uncompaghre Medical Center
1350 S. Aspen Street, Norwood, CO 81432

Volunteers of America – Home Health of Western Colorado
300 N. Cascade Ave., Suite C9, Montrose, CO 81401

Volunteers of America – Horizons Health Care and Retirement Community
11411 Hwy. 65, Eckert, CO 81418

Volunteers of America – Senior Community Care
2377 Robins Way, Montrose, CO 81401

Volunteers of America – The Homestead
1819 Pavilion Drive, Montrose, CO 81401

Volunteers of America – Valley Manor Care Center
1401 S. Cascade, Montrose, CO 81401

Willow Tree
2050 S. Main Street, Delta, CO 81416

WRETAC
P.O. Box 39, Delta, CO 81416

WHEREAS, the primary function of the WRHCC is to coordinate and conduct healthcare system emergency preparedness activities throughout the following western Colorado counties: Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel; and

WHEREAS, WRHCC is comprised of key partners from across the region, is led by an elected Chair, Vice Chair, Administrator, Treasurer, and is driven by a Steering Committee; and

WHEREAS, the Grant Fiscal Agent acts as Fiscal Agent for the Healthcare Coalition Grant #18 FJHA 103199 (“Grant”) received from the CDPHE Office of Emergency Preparedness and Response; and

WHEREAS, Montrose County has been designated as the Interim Fiscal Agent and will act as such for a period not to exceed the terms outlined in the Grant Agreement which ends on June 20th, 2020; and

WHEREAS, the Governance of the West Region Healthcare Coalition will be referred to specifically in this Agreement as Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the Grant Agreement and accompanying Statement of Work will be referred to specifically in this Agreement as Exhibit B, which is attached hereto and incorporated herein by reference; and

WHEREAS, all Partners of WRHCC will be responsible for the Grant Agreement and Statement of Work as to ensure the effective outcome of the WRHCC mission.

NOW THEREFORE, consistent with the principles set forth herein, the Partners and the County enter into this Agreements.

I. RESPONSIBILITIES OF PARTNERS

Each Partner agrees to:

1. Comply with all federal, state and local laws and regulations, as required in Exhibit B.
2. The funds provided under the terms of the Grant will be used for the purposes set forth in this Agreement and the respective referenced Grant Agreement and Statement of Work that are subject of this Agreement.
3. To use the grant funds according to the grant requirements and Statement of Work, as represented in Exhibit B, and accept responsibility of managing its own resources related to the use of the grant funds, including personnel and equipment.
4. Assist the County in complying with the Statement of Work in Exhibit B and comply with Exhibit B wherever applicable.
5. To coordinate and work collaboratively with each other and with any contracted 3rd party needed to complete the Scope of Work set forth in this Agreement to achieve the stated purpose of the Grant.
6. Warrants and affirms that it has not been disbarred or suspended from participation in any federal or state programs; and ensure than any contractors, or other 3rd parties that may perform work related to the Grant award projects, has not been debarred nor suspended from any federal programs, and is not on any debarment or suspension list under Federal Executive Order Nos. 12549 and 12689, "Debarment and Suspension" at 31 U.S.C. §6101 note, and U.S. DOT regulations "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29, and will maintain such status at all times during the term of this IGA and the grant funding.
7. Complete other duties and responsibilities, as Partners, that may be needed or required by Exhibit B to accomplish the purpose and Statement of Work of the Grant.

II. RESPONSIBILITIES OF GRANTEE/FISCAL AGENT

Montrose County, as the Interim Fiscal Agent, agrees to:

1. Act as Interim Fiscal Agent to the WRHCC and its Partners for a period not to exceed the term approved in Exhibit B, which ends on June 30th, 2020.
2. Bring any documents applicable to this Agreement and grant funding that require approval of the local governmental body before the Montrose County Board of County Commissioners ("BOCC") for consideration.
3. Work with the Coordinators and WRHCC staff, as described in Exhibit A, as needed, and the Partners to accomplish the purposes of the grant funding and this Agreement.

4. Enter into third party agreements, as needed and approved by the Montrose County BOCC, to accomplish the purpose and scope of work for the grant that is the subject of this Agreement and the aforementioned Grant Agreements between Grantee and the Colorado Department of Public Health and Environment.
5. Assist the Partners, as able and appropriate, in accomplishing the purpose of the Grant and Statement of Work in Exhibit B in accordance with the terms and conditions of Exhibit B and this Agreement.
6. Cooperate and work with the Partners and the Colorado Department of Public Health and Environment, as applicable, in a timely manner to enable achievement of the Statement of Work set out in Exhibit B.
7. Ensure adequate execution of the requirements of the Grant Agreement, and Statement of Work as outlined in Exhibit B.

III. INDEMNIFICATION

To the extent permitted by Colorado law, each of the Partners to this Agreement shall indemnify, defend and hold each other harmless within applicable law, their officers, employees and agents, against all costs and expenses, including reasonable attorney's fees, incurred as a result of any claim or demand related to the receipt and disbursement of the Grant Funds, and from and against any claim or demand arising from use of the Grant Funds or the equipment purchased with the Grant Funds, arising from the alleged negligent acts or omissions which occurred or are alleged to have occurred during the performance of their duties, unless such acts or omissions occurred outside the scope of their employment or were willful or wanton.

The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any affirmative defenses, immunities, rights, benefits, or protections, including provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq* or the Federal tort Claims Act, 28 U.S.C. 2671, *et seq.* as applicable, or now or hereafter amended.

IV. STATUS OF PARTIES

Each party to this Agreement is an independent contractor to the other. No party is an employee of the other; nor is any employment, partnership, joint venture or relationship other than that set forth in this Agreement intended or contemplated by the Parties.

V. TERM AND TERMINATION

The term of this Agreement shall coincide with the respective terms of Exhibit B, which ends June 30th, 2020, the Grant Agreement, that is the subject of this Agreement. For termination prior to the term of the Grants, the Interim Fiscal Agent has the same rights as the State under the Termination Section of the Grant Agreements between the State as Grantor and Montrose

County as the Interim Fiscal Agent. Provided there is no early termination, this Agreement will remain in force and effect until all Grant funds awarded pursuant to the Grant Agreements have been utilized or returned, and all associated reports and documentation have been completed and accepted by the Colorado Department of Public Health and Environment, and all Grants have been closed.

Any Party to this Agreement may terminate this Agreement as to that Party upon thirty (30) days written notice to the other Parties. Upon such termination by a Party, use of Grant funds as contemplated in this Agreement and Exhibit B, the Grant Agreement, will no longer be available to the terminating Party. Certain obligations of this Agreement, including but not limited to, record keeping, inventory and indemnification shall continue for the terminating Party beyond the date of termination.

VI. AVAILABILITY OF FUNDS

The Interim Fiscal Agent bears no financial obligations to any Partner under this Agreement. As Interim Fiscal Agent, the County will administer the funds awarded under the respective Grants referenced herein that are the subject of this Agreement in accordance with the Grant requirements and Exhibit B.

The total amount of grant funds governed by this Agreement and available for approved projects shall be no greater than the cumulative amount awarded for all approved projects under each grant for each grant year. If any approved projects require a contribution of local matching funds, the Partner for whom the project is approved shall be responsible for contributing the required local matching funds.

Transfer and receipt of equipment, supplies or other items approved under grant projects to the individual Partners shall be as required in the respective Grants, and the fiscal policies of the Grantee. Payment by the Interim Fiscal Agent for any equipment, supplies or other items that not reimbursed under the respective Grants will be subject to reimbursement to the Grantee by the Partner obtaining such equipment, supplies or other items.

VII. NON-APPROPRIATION

The Parties hereto understand and acknowledge they are subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by execution of this Agreement. It is understood and agreed that this Agreement does not constitute a multiple fiscal year direct or indirect debt or financial obligation within the meaning of TABOR, and therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of any Party are expressly dependent and conditioned upon continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding December 31. Financial obligations, if any, payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with the rules, regulations and resolutions of the Party, and/or the State of Colorado pursuant to the Grant Agreements, and other applicable law. Upon failure to appropriate such funds, this Agreement shall terminate.

VIII. MISCELLANEOUS PROVISIONS

A. CONFLICT OF INTEREST: No elected official, officer, employee or contracted services of any of the individual Partners shall have any personal or beneficial interest whatsoever in the services or property that is the subject of the respective Grant Agreement.

B. PROCUREMENT: Procurement of equipment and/or supplies under the Grant shall be in accordance with the State or Grantee's procurement policies as required by the applicable Grants Management Guide as revised or amended year to year. Should a request for proposals (RFP) be required, each Partner shall be responsible for drafting the RFP for the subject partner's project(s). Such RFP shall meet the requirements set forth in Grantee's Procurement Policy, and may be subject to review by the County's request prior to its publication.

C. NON-SEVERABILITY AND EFFECT OF INVALIDITY: Each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement is deemed or determined by a court with competent jurisdiction to be invalid or prohibited, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or this Agreement as a whole.

D. AMENDMENTS: This Agreement, or any portions thereof, may be amended, revised or modified in writing agreed to and executed by all the Parties.

E. ASSIGNMENT: This Agreement, or any part thereof, may not be assigned by any of the Parties in any manner whatsoever, or assign any of the privileges or responsibilities recited herein without the prior written consent of the Interim Fiscal Agent and each of other Partners.

F. THIRD PARTY BENEFICIARIES: All rights and obligations under this Agreement are reserved solely to the Partners, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

G. NOTICE: Any notice, demand or communication which any party may desire or be required to give to any other party or parties shall be in writing. It shall be deemed sufficiently given or rendered if sent by first class U.S. mail, postage prepaid or via electronic mail with receipt notification unless otherwise required.

H. COUNTERPARTS: This Agreement may be executed in one (1) or more counterparts, and on different dates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed by each of the WRHCC Partners on the dates set forth below.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MONTROSE,

COLORADO

By: _____

Sue Hansen, Chair

ATTEST:

[SEAL]

Clerk/Deputy Clerk to the Board

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF DELTA COUNTY COLORADO

[SEAL]

By: _____

, Chair

ATTEST:

Clerk/Deputy Clerk to the Board

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY COLORADO

ATTEST:

[SEAL]

By: _____

, Chair

Clerk/Deputy Clerk to the Board

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF SAN MIGUEL COUNTY COLORADO

ATTEST:

[SEAL]

By: _____

, Chair

Clerk/Deputy Clerk to the Board

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF OURAY COUNTY COLORADO

ATTEST: [SEAL]

By: _____
 , Chair

Clerk/Deputy Clerk to the Board
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY COLORADO

ATTEST:

[SEAL]

By: _____
 , Chair

Clerk/Deputy Clerk to the Board
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MESA COUNTY COLORADO

ATTEST:

[SEAL]

By: _____
 , Chair

Clerk/Deputy Clerk to the Board
Date: _____

AMERICAN RED CROSS,
COLORADO

By: _____

BASIN CLINIC,

By: _____

BLACK CANYON SURGICAL CENTER,

By: _____

CARE FLIGHT,

By: _____

COLORADO COMMUNITY NETWORK,

By: _____

COLORADO HOSPITAL ASSOCIATION,

By: _____

COLOROW CARE,

By: _____

DCMH HOME HEALTH,

By: _____

DELTA COUNTY AMBULANCE DISTRICT,

By: _____

DIALYSIS CLINIC,

By: _____

FAMILY HEALTH WEST,
COLORADO

By: _____

GUNNISON VALLEY HEALTH,
COLORADO

By: _____

MONTROSE COUNTY FIRE DISTRICT,

By: _____

MONTROSE MEMORIAL HOSPITAL,

By: _____

NORTH FORK AMBULANCE DISTRICT

By: _____

PASCO- SW

By: _____

PEDIATRIC ASSOCIATES

By: _____

PHOENIX HOME CARE, INC.

By: _____

REGION 10

By: _____

RIVER VALLEY FAMILY HEALTH CENTER

By: _____

SILVER THREAD PUBLIC HEALTH DISTRICT

By: _____

SOUTHWEST REGION HCC

By: _____

SURFACE CREEK FAMILY PRACTICE

By: _____

TELLURIDE MEDICAL CENTER

By: _____

UNCOMPAGHRE MEDICAL CENTER

By: _____

VOLUNTEERS OF AMERICA

By: _____

WILLOW TREE

By: _____



West Region
Healthcare Coalition

Governance of the West Region Healthcare Coalition

Purpose

The primary function of the West Region Healthcare Coalition (WRHCC) is to coordinate and conduct healthcare system emergency preparedness activities throughout the following western Colorado counties: Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel.

Mission

Colorado's West Region Healthcare Coalition (WRHCC) is a voluntary collaborative network of healthcare organizations organized to enhance the ability of West Region healthcare and emergency management partners to prepare for and respond to disasters involving a healthcare response.

Coalition Membership

The WRHCC is comprised of key partners from across the region, is led by an elected Chair, Vice Chair, Administrator, and Treasurer, and is driven by a Steering Committee. Visitors and liaisons from other healthcare agencies and coalitions are always welcome to attend.

Member Agencies

Core members must, at a minimum, include representatives of the following agencies:

- Hospitals
- EMS providers
- Emergency Management / Public Safety
- Public Health

General membership may consist of, but is not limited to, representatives of the following agencies:

- Behavioral Health service providers
- Long Term Care and Skilled Nursing facilities
- Outpatient health care delivery centers
- Primary care providers, including pediatric and women's health care
- Volunteer organizations
- Non-governmental organizations
- Local public safety agencies
- Home health agencies
- Specialty patient referral centers
- Other allied healthcare providers

Regional Public Health Emergency Preparedness and Response (EPR) staff may attend all meetings and are eligible to vote in coalition matters, but are not considered representatives of any member agency.

Leadership

Leadership of the WRHCC will be managed by an elected Chair. There is no term limit for the Chair. Written notice will be provided to the WRHCC if the Chairperson is unable to continue with the duties required. A new Chair will be nominated using Roberts Rules of Order. The duties of the Chair include facilitating all meetings, working with the administrator to create meeting agendas. In the Chair's absence, the Administrator will facilitate meetings until the Chair can resume the responsibility, or a new Chair is selected by the Steering Committee.

A Vice Chair will be selected from and by the members of the Steering Committee. In the Chair's absence, the Vice Chair will facilitate Steering Committee and general membership meetings until the Chair can resume the responsibility, or a new Chair is selected by the Steering Committee.

During response activities, a representative of Public Health is designated as the ESF8 Lead. When additional assistance is needed during an incident, the ESF8 Lead contacts healthcare coalition members to add resources and maintain situational awareness.

Steering Committee

This committee is comprised of, at a minimum, one member representing each of the core member agencies. The Steering Committee is established to provide guidance and strategic direction to the WRHCC. It functions as an advisory board ensuring that operational capabilities, scope of work requirements, and allocation of resources align with the strategic goals and objectives of the coalition. The Steering Committee also helps to ensure that plans, trainings, and exercise activities conform to guidelines issued by the Assistant Secretary for Preparedness & Response (ASPR), Public Health Emergency Preparedness (PHEP), and the National Response Framework.

Administrator

This individual is selected by the Steering Committee to submit agendas for approval by the Chair, provide logistics and record documentation for all meetings and trainings, and assist the Chair, Vice Chair, Treasurer, and Steering Committee as needed. The administrator is also responsible for reviewing all requests for funds for completeness and distributing them to the Steering Committee members for review.

Treasurer

This individual is selected to update and maintain all financial forms, and coordinate expense records and reporting with requesting agencies and the fiscal agent. This person is responsible for the WRHCC purchasing card to be provided by the fiscal agent.

Workgroups

Work groups are established as needed to address a specific area and/or produce a specific product of interest to the coalition. They are expected to provide status reports at coalition meetings as necessary.

Meetings

At a minimum, Steering Committee meetings will be held at least quarterly. At least two in-person Steering Committee meeting will be held each year. General membership meetings are held on the second Wednesday of every other month. At least one in-person general membership meeting will be held each year. Special meetings of the Steering Committee or general membership may be called as needed. The Administrator disseminates meeting invitations prior to each regularly scheduled or special meeting.

Fiscal Agent

A fiscal agent will be acquired to provide financial management and reporting services for the WRHCC. The terms of this agreement are to be reviewed by the WRHCC Steering Committee and the fiscal agent on an annual basis, and contracted through a separate Task Order Contract between the fiscal agent and the Colorado Department of Public Health and Environment.

Financial Management

All requests for WRHCC funds must be submitted on forms accepted by the WRHCC to the Administrator. Applications will be reviewed twice a year at face-to-face meetings held in October and April. The due date for all requests will be September 15th and March 15th, but if either of those dates falls on the weekend, the next closest weekday will be the due date.

Funding request applications will be screened by the Administrator for availability of funds and adequate completion of forms. Incomplete applications will be sent back to the requesting agency for resubmittal within 5 business days. Once applications are deemed complete, the Administrator will distribute the applications to the Steering Committee members for review. Steering Committee members will be given 5 business days to review all applications and cast their vote with comments on the approved application form. Any request for funding of \$10,000 or more must be presented in-person by the requesting agency to the Steering Committee at the appropriate face-to-face meeting. No votes may be cast until that time.

At the face-to-face meetings in October and April, a final tally of the votes will determine the outcome of each funding request. Any funding request that does not achieve more than 70% approval by the voting members of the Steering Committee may not be approved until further discussion takes place.

Requests for funds that are denied will be returned to the requesting agency with an explanation of the decision, which should be considered in any re-submittal. Requests for funds that are approved will be signed by the Treasurer and Chair, or Vice Chair in the Chair's absence, and then passed to the fiscal agent by the Treasurer for payment. After funds are distributed and

spent, the requesting agency must submit proof of purchase to the Treasurer within thirty (30) days of receiving payment.

Voting

All WRHCC members are eligible to vote in coalition matters, provided that they attend at least 75% of all regularly scheduled general meetings. Attendance will be recorded by the Administrator in all meeting documentation, and eligibility of voting members will be reviewed annually. All votes will pass by a quorum established by a simple majority of the eligible voting members in attendance.

Voting is conducted according to Roberts Rules of Order for the following:

- Election of a new Chair
- Allotting coalition funds
- Ratifying plans and other documents
- Approving motions that impact the coalition and its governance, such as amending this document

Any vote to distribute funds will be made by the members of the Steering Committee, excluding Regional Public Health Emergency Preparedness and Response (EPR) staff. All votes will pass by a quorum established by a simple majority of the eligible voting members in attendance. In the event of a potential tie vote, Steering Committee members will decide, prior to voting, if Regional Public Health EPR staff will be allowed to cast a tie-breaking vote.

Amending the Governance

This document shall be reviewed annually by the Steering Committee and may be amended at any scheduled or special meeting. Any proposed change(s) to this document will be provided to the general membership at least two weeks in advance for a vote of approval.

This document is intended, through joint cooperation, to best serve the citizens of Colorado's West All-Hazards Region in preparing for and responding to emergencies. This document is a statement of cooperation among Coalition members and is not meant to be legally binding.



DEPARTMENT OF PUBLIC HEALTH AND
ENVIRONMENT

CONTRACT
ROUTING NO.

C T 2020 * 514

APPROVED TASK ORDER CONTRACT - WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00036.

STATE:

State of Colorado for the use & benefit of the
Department of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 80246

CONTRACTOR:

Board of County Commissioners of Montrose County
(a political subdivision of the state of Colorado)
161 South Townsend Avenue
Montrose, Colorado 81401-3955
for the use and benefit of the
Montrose County Department of Health and Human Services
1845 South Townsend Avenue
Montrose, Colorado 81401-1289

CONTRACT MADE DATE: 6/18/2019

CONTRACTOR DUNS: 76471077

CONTRACTOR ENTITY TYPE:

Political Subdivision

BILLING STATEMENTS RECEIVED:

Monthly

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

TERM:

This contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2019,
whichever is later. The contract shall end on 06/30/2020.

CONTRACT PRICE NOT TO EXCEED: \$142,633.00

FEDERAL FUNDING DOLLARS: \$142,633.00

STATE FUNDING DOLLARS: \$0.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other": \$0.00

PROCUREMENT METHOD:

Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

LAW SPECIFIED VENDOR STATUTE:

N/A

STATE REPRESENTATIVE:

Curt Drennen

Healthcare Operations & Response Branch Supervisor

Colorado Dept. of Public Health and Environment

Office of Emergency Preparedness and Response

4300 Cherry Creek South Drive

Denver, Colorado 80246

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY20: \$142,633.00

PRICE STRUCTURE:

Cost Reimbursement

CONTRACTOR REPRESENTATIVE:

Stephen Tullos

Montrose County Department of Health and Human
Services

1845 South Townsend Avenue

Montrose, Colorado 81401-1289

PROJECT DESCRIPTION:

This project serves to strengthen and enhance the preparedness of the public health and medical system to respond to and recover from emergency incidents through the development of Health Care Coalitions (HCCs). For the purposes of this Contract, Montrose County Department of Health and Human services is acting as the interim Fiscal Agent for the West Region HCC.

Task Order CMS Number: 126772

Contract Routing Number: CT 2020*514

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
- Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
- Exhibit C - Fiscal Agent Statement of Work (and any of its Attachments; e.g., C-1, C-2, etc.)
- Exhibit D - Budget (and any of its Attachments; e.g., D-1, D-2, etc.)
- Exhibit E - Sample Option Letter

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not, commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the

Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Statements of Work - **Exhibit B and Exhibit C**, and their attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**" and "**Exhibit D**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.
6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - **Exhibit B**, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]* By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SIGNATURE PAGE

Contract Routing Number: CT 2020*514

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the party authorizing his or her signature.

CONTRACTOR

Board of County Commissioners of Montrose County
(a political subdivision of the state of Colorado)
for the use and benefit of the
Montrose County Department of Health and Human
Services

STATE OF COLORADO

Jared S. Polis, Governor

Colorado Department of Public Health and
Environment

Jill Hunsaker Ryan, MPH
Executive Director

Political Subdivision

Se Hansen

Print Name of Authorized Individual

Chief

Print Title of Authorized Individual

x [Signature]

Signature of Authorized Individual

7-3-19

Date

By:

[Signature]

Lisa McGovern

Procurement and Contracts Section Director,
CDPHE

7.8.19

Date

PROGRAM APPROVAL

Colorado Department of Public Health and
Environment Curt Drennen

Healthcare Operations and Response Branch Supervisor

By:

[Signature]

Signature of Authorized CDPHE Program Approver

July 8, 2019

Date

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:

[Signature]
David Norris, Controller, CDPHE

Effective Date:

7/8/19

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ADDITIONAL PROVISIONS
To Contract Dated 06/05/2019 - CMS Contract Routing Number CT 2020*514

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. This Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.069).
2. The United States Department of Health and Human Services ("HHS"), through the Assistant Secretary for Preparedness and Response ("ASPR") has awarded as of 07/01/2019 anticipated federal funds of \$3,255,651.00 under Notice of Cooperative Agreement Award, hereinafter "NCAA", number EP-U3R-19-001, to perform the following- Public Health and Emergency Preparedness for the State of Colorado.

If the underlying Notice of Cooperative Agreement Award "NCAA" authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Contract. If the underlying NCAA does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Contract, with such Effective Date being the later of the date specified in this Contract or the date the Contract is signed by the State Controller or delegee.

3. To receive compensation under the Contract, the Contractor shall submit a signed Monthly Invoice Form. This form is titled CDPHE STANDARD Reimbursement Invoice Form and is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> the form is incorporated and made part of this Contract by reference. The Invoice Form must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below.

Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to: OEPR Fiscal Staff, cdphe_eprfiscal@state.co.us

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

4. Time Limit for Acceptance of Deliverables.

Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

Notice of Defect. If the State believes in good faith that a deliverable fail to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar

days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

5. **Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.**

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

6. **This award does not include funds for Research and Development.**

7. **Other than for normal and recognized executive-legislative relationships, no funds may be used for:**

Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

8. **Contracting Provisions**

The Contractor shall ensure that all service related expenses are completed and all goods related expenses are received on or before **the expiration of the contract.**

The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the activities under this contractual agreement for six years. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a reimbursement was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records. Contractor's auditor shall perform audits in accordance with the requirements of the OMB Circulars A-87 (Cost Principles for State, Local, and Tribal Governments), A-122 (Cost Principles for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as applicable.

The Contractor must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

9. **Fiscal Provisions**

Supplantation:

Cooperative agreement funds cannot supplant any current state or local expenditures. Supplantation refers to the replacement of non-federal funds with federal funds intended to support the same activities. The Public Health Service Act, Title I, Section 319 (c) specifically States: "SUPPLEMENT NOT SUPPLANT. Funds appropriated under this section shall be used to supplement other federal, state, and local public funds provided for activities under this section."

Contractor shall ensure that reimbursement requests are not duplicated under any other Public Health Emergency Preparedness funding or utilized to supplant non-related activities or programs. Contractor shall ensure appropriate distribution of costs in direct relation to the activities performed.

Unallowable Costs:

1. Payment or reimbursement of backfilling costs for staff.
2. Construction or major renovations.
3. Salary of an individual at a rate in excess of Executive Level II or \$187,000 per year.

4. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
5. The purchase or support (feed) for animals for labs, including mice.
6. The purchase a house or other living quarters for those under quarantine.
7. The purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
8. Funds shall not be used for clinical care.
9. Funds shall not be used for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs.
10. Recipients shall not use funds for fund raising activities and lobbying.

2 CFR 200 Code of Federal Regulations

The contractor shall follow the regulations and guidance put forth by the Federal Government as described in the "Super Circular". This information is available on the following website https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and is incorporated and made part of this contract by reference.

10. Budget Line Definitions

The Contractor has the ability, with written approval from OEPR fiscal staff, to move 10 % of funds from budget category to budget category not to exceed the total dollar amount of the contract.

The Contractor shall request approval from their Contract and Fiscal Monitor for expenditures of \$5,000.00 or more before purchasing. This requirement does not include personnel expenses.

Personnel: The Contractor shall dedicate the necessary funds to support salary and fringe for any staff member devoting time and effort towards the accomplishment of any activities identified under this Scope of Work.

Equipment: The Contractor shall purchase equipment, as well as maintain the working order of any existing equipment, required to meet any activity identified under this Scope of Work such as personal and portable computers, communication radios, cellular telephones, facsimile machines, laboratory equipment, training equipment, public information kits, etc.

Travel: The Contractor shall support travel related costs to ensure accomplishment of activities identified under this Scope of Work such as regional planning meetings, local partner planning meetings, attendance at training sessions, conferences, and agency representation at the Emergency Preparedness and Response conference calls.

Operating and Supplies: The Contractor shall support operating and supply costs directly associated with any activities identified under this Scope of Work such as high-speed Internet connections, notification systems, telephone and communication systems, office supplies, copying, printing, postage, room rental, software purchase and upgrades, etc.

Indirect: A Contractor's allowable indirect rate is the current Negotiated Indirect Rate Agreement on file with Colorado Department of Public Health and Environment Internal Auditor's office. In the event there is no such agreement on file, the allowable indirect rate shall default to 10% of Direct Salaries & Wages, Including Fringe Benefits. If there was a negotiated indirect rate in the past, but it has expired, the contractor is not allowed to claim the 10% default rate. The contractor cannot claim any indirect rate until they have negotiated a new rate with CDPHE internal Auditor's office as per the OMB super circular. If a new or revised Negotiated Indirect Rate Agreement is filed with the CDPHE Internal Auditor's office during the current term of this Agreement, the new indirect rate may be used for the remainder of the current performance period and will *not* be retroactive to the effective date of the Agreement.

11. Deployment of HPP- and PHEP-funded equipment, supplies and personnel via the Emergency Management Assistance Compact (EMAC) for the purpose of mutual aid and assistance between states during a governor declared State of emergency or disaster is permitted, but is subject to 101 the Federal provisions of 45 CFR 75. However, affected States must notify their CDC Grants Management Specialist within a 24-

hour period of the personnel, services and/or equipment being loaned out for the emergency. Awardees should follow their state legislation which governs how they will operate during an emergency or when another state requests assistance via EMAC. Awardees may reference the EMAC website for detailed information via www.emacweb.org. Additional guidance can be found in the 2020-2025 HPP-PHEP Supplemental Guidelines.

12. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit E**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.
13. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit E**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.
14. The contractor shall provide written notification to CDPHE OEPR PHEP Program Manager and OEPR Grants Branch Manager of emergency preparedness and response regional staff (including regional generalists and regional epidemiologists) position vacancies. This notification should include:
 - A. name of the regional staff person leaving the position;
 - B. the date the vacancy will occur;
 - C. the estimated date when the vacancy will be filled and;
 - D. Name of replacement once filled.

CDPHE will assist hosting agencies by providing resources and training if needed and requested to new regional staff.

STATEMENT OF WORK
To Original Contract Routing Number CT 2020*514

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to strengthen and enhance the capabilities of state, local, and territorial public health and health care systems to respond effectively (mitigate the loss of life and reduce the threats to the community's health and safety) to evolving threats and other emergencies within Colorado. This is done through maintaining and growing HCC functioning through maintaining current regional boundaries, assure core member organizations are engaged with trainings, exercises, governance, and participate in current and future federal health care situational awareness initiatives and is designed to specifically address five key gaps: 1) Identifying Risks and Needs; 2) Developing coordinated response plans; 3) Plan for continuity of operations; and 4) Maintaining access to resources during emergencies; and 5) Plan for medical surge.

II. Definitions:

1. AAR- After Action Report
2. AFN-Access and Functional Needs
3. CDPHE-Colorado Department of Public Health and Environment
4. CICO-Colorado Community Inclusion
5. CNS-Colorado Notification System
6. CONOPs-Concept of Operations Plans
7. CO-SHARE: Colorado State Health and Readiness Exchange
8. CPG: Capability Planning Guide
9. CVM- Colorado Volunteer Mobilizer
10. eICS- Emergency Incident Command Structure
11. ESAR-VHP- Emergency System for Advance Registration of Volunteer Health Professionals
12. ESF-Emergency Support Function
13. HCC- Healthcare Coalition
14. HSS emPower-Health and Human Services Mapping Data
15. HVA- Hazard Vulnerabilities Assessment
16. IP- Improvement Plan
17. MCM- Medical Countermeasure
18. NIMS- National Incident Management System
19. OEPR- Office of Emergency Preparedness and Response
20. Player – HCC members who actively participate in the exercise providing their position responses, experience in input
21. TEPW- Training and Exercise Planning Workshop

III. Work Plan:

Goal #1: Increase Emergency Preparedness in Colorado through Healthcare Coalition development as they prepare for, respond to and recover from medical surge emergencies.	
Objective #1: No later than the expiration date of the Contract, Healthcare Coalitions shall improve Capability 1: Foundation for Healthcare and Medical Readiness.	
Primary Activity #1	The Contractor shall develop an HCC Work Plan for FY20.
Primary Activity #2	The Contractor shall develop an HCC budget for FY20.
Primary Activity #3	The contractor shall create a HPP Health Care Coalition Training and Exercise Plan using the template provided by CDPHE - OEPR that includes at a minimum hospitals, EMS, emergency management organizations, and public health agencies.

Primary Activity #4	The Contractor shall develop HCC Work Plan for FY21.
Primary Activity #5	The Contractor shall develop an HCC budget for FY21.
Primary Activity #6	The Contractor shall fund 1.0 FTE.
Primary-Activity #7	The Contractor shall create quarterly reports.
Primary Activity #8	The Contractor shall assure the HCC Coordinator or HCC representative attends in person four (4) quarterly HCC Coordinator Meetings implemented by CDPHE OEPR.
Primary Activity #9	The Contractor's Readiness and Response Coordinator shall attend the 2019 OEPR Annual Meeting
Primary Activity #10	The Contractor shall submit governance documents.
Primary Activity #11	The Contractor shall create a membership listing of all member organizations
Primary Activity #12	The Contractor shall report which regional hospital functions as either the Chair or Co-Chair of the HCC.
Primary Activity #13	The Contractor shall expand HCC Membership.
Primary Activity #14	The Contractor shall create a draft of a five-year strategic plan addressing FOA HCC musts.
Primary Activity #15	The Contractor shall complete the Elements of Essential Information template provided by ASPR.
Primary Activity #16	The Contractor shall complete HVA.
Primary Activity #17	The Contractor shall update the HCC's resource inventory assessment.
Primary Activity #18	The Contractor shall update the HCC's Preparedness Plan
Sub-Activity #1	The Contractor shall identify three (3) ways to include Colorado Community Inclusion Map data into Preparedness Plan.
Primary Activity #19	Contractor shall evaluate existing NIMS education levels among HCC leadership and identify training gaps.
Primary Activity #20	The Contractor shall participate in the Regional ESF#8 Training and Exercise Planning Workshop that includes at a minimum, hospitals, EMS, emergency management, and public health agencies
Primary Activity #21	The Contractor shall create a draft sustainability plan
Primary Activity #22	The Contractor shall complete Coalition Capability Assessment biannually
Objective #2: No later than the expiration date of the Contract, Healthcare Coalitions shall improve Capability 2: Healthcare and Medical Response Coordination.	
Primary Activity #1	The Contractor shall update the HCC Response Plan.
Primary Activity #2	The Contractor shall complete the Coalition Surge Test (CST) with all Core Member Organization participating.
Objective #3: No later than the expiration date of the Contract, Healthcare Coalitions shall improve Capability 3: Continuity of Health Care Service Delivery	
Primary Activity #1	The Contractor shall report HCC Mission Essential Functions.

Primary Activity #2	The Contractor shall submit technical assistance requests for: <ol style="list-style-type: none"> 1. Supply Chain Integrity Assessment 2. Evacuation Planning 3. Health Care System Recovery Plan
Primary Activity #3	The Contractor shall host a minimum of two (2) Psychological First Aid trainings at HCC member agencies.
Primary Activity #4	The Contractor shall disseminate PPE guidelines to all member organizations.
Objective #4: No later than the expiration date of the Contract, Healthcare Coalitions shall improve Capability 4: Medical Surge.	
Primary Activity #1	The Contractor shall complete an Inclusion of Volunteers in Medical Surge Report.
Primary Activity #2	The Contractor shall create a Pediatric Annex to their medical surge/trauma mass casualty Response Plan.
Primary Activity #3	The Contractor shall disseminate to all HCC Member Organizations and HCC Leadership the 2018 Colorado Crisis Standards of Care Plan.
Primary Activity #4	The Contractor shall submit technical assistance requests for: <ol style="list-style-type: none"> 1. Crisis Standards of Care integration into HCC Medical Sure Planning. 2. Planning in coordinating the use of alternate care systems in collaboration with public health and emergency management organizations. 3. Infectious disease outbreak planning 4. Planning around supporting LPHA responsibilities to address the public health, medical and mental health needs of those impacted by an incident at congregate locations. 5. HCC plan development regarding the use of volunteers to support acute care medical surge response within the region.
Primary Activity #5	The Contractor shall conduct a Pediatric Emergency Surge Annex Table Top Exercise.
Primary Activity #6	The Contractor shall complete the ASPR provided HCC Surge Estimator Tool.
Primary Activity #7	The Contractor shall participate with LPHAs and the Public Health Regional Staff in the Regional Pandemic Influenza Tabletop Exercise.
Standards and Requirements	<ol style="list-style-type: none"> 1. Hospital Preparedness Program Funding Opportunity Announcement (FOA) is a primary resource document to guide all activities. This document is incorporated and made part of this contract by reference and is available at the following website: https://drive.google.com/open?id=1brHmyrJDWs0fdtPP86_dKe0PNEJGO0jA HCC 2. The 2017-2022 HPP Capabilities is a primary resource documents to guide all activities. This document is incorporated and made part of this contract by reference and is available at the following website: https://www.phe.gov/preparedness/planning/hpp/reports/documents/2017-2022-healthcare-pr-capabilities.pdf 3. CDPHE will provide Contractor with a template for the HCC Work Plan for FY20 no later than July 1, 2019. 4. The Contractor's FY20 and FY 21 Work Plan must articulate the plan/process that the HCC will achieve all Primary Activities, identifying at a minimum quarterly achievement markers set by the Contractor. 5. The Contractor's FY20 and FY 21 Work Plan shall tie each activity and deliverable to identified gaps, challenges, or needs for improvement as identified in the Capability Assessment completed in previous fiscal year within the ASPR CAT, the HCC HVA, Response Plan, and/or Resource Assessment. 6. The Contractor's budget shall obligate HCC funds to appropriate HCC activities with expected expenditures captured on a quarterly basis to assure full expenditure of HCC funds by end of fiscal year.

7. CDPHE will provide Contractor with FY21 Scope of Work for FY21 Work Plan development by November 1, 2019.
8. The Contractor shall comply with the Hospital Preparedness Program Funding Opportunity Announcement (FOA) for funding the 1.0 FTE, pages 48-49. This document is incorporated and made part of this contract by reference and available at the following websites: https://drive.google.com/open?id=1brHmyrJDWs0fdtPP86_dKe0PNEJGO0jA
9. The Contractor shall utilize the Quarterly Report Template provided by CDPHE via CO-SHARE and email no later than July 1, 2019.
10. CDPHE will provide contractor with HCC Coordinator meetings dates, times and places no later than 30 days before event.
11. The Contractor's representation at 2019 OEPR Annual Meeting cannot be met by Regional Staff attendance.
12. The Contractor's representative shall register on CO.TRAIN for the 2019 OEPR Annual Meeting and sign-in at the registration desk.
13. The Contractor shall utilize the Governance Document template when completing the Governance Document or assure all elements within the template are included in HCC Governance documents. This document is incorporated and made part of this contract by reference and is available on the following website: <https://docs.google.com/document/d/1KXr2VblzyewCHlf05lgyHD6V6RnprvJVvdWuymKWLJE/edit?ts=5ca6824b&pli=1#heading=h.gidgxs>
14. The Contractor shall utilize the Member Organization Spreadsheet when completing the Member Organization. This document is incorporated and made part of this contract by reference and is available on the following website: https://docs.google.com/spreadsheets/d/1K2HKtOJobXuUYKeTHMB8NylCOCO0x_suVwLGS3Ink2k/edit#gid=1918028895
15. The Contractor shall expand HCC Membership beyond Core Member Organizations and include regional agencies and organizations with an emphasis on non-participating hospitals and EMS agencies. This recruitment shall also extend to the following groups: Medical supply chain organizations, pharmacies, blood banks, clinical labs, federally qualified healthcare centers, community mental health centers, outpatient care centers, long term care organizations, school systems, educational organizations, early child care providers, older adult service providers (Area Agencies on Aging and senior centers) and agencies service people with AFN.
16. The Contractor shall inform Public Health Regional Staff and Regional Epidemiologists of HCC Meetings, HCC activities, trainings, and exercises.
17. The Contractor in developing the draft five-year strategic plan, shall address all required HCC elements identified in Hospital Preparedness Program Funding Opportunity Announcement (FOA) Appendix A pages 46-84. This document is incorporated and made part of this contract by reference and is available at the following website: https://drive.google.com/open?id=1brHmyrJDWs0fdtPP86_dKe0PNEJGO0jA HCC
18. The Contractor shall utilize FY18-19 HCC Hazard Vulnerability Assessment, After Action Reports, Improvement Plans, Resource Assessments, Capability Assessments, and clearly identify current threats, risks, vulnerabilities, and impacts to the regional delivery of healthcare services to update HVA for FY19-20.
19. The Contractor shall use the HVA template provided by CDPHE when completing the HVA to ensure the required data points are covered. The document is incorporated and made part of this contract by reference and is available at the following website: https://drive.google.com/drive/u/0/folders/1znNbNgtfxy6VPqcZs_o20V5FdIOMlhoo
20. The Contractor shall comply with the requirements stated in the 2017-2022 Healthcare Preparedness and Response Capabilities when completing the annual Hazard Vulnerability Analysis (HVA). This document is incorporated and made part of this contract by reference and is available on the following website: <https://www.phe.gov/preparedness/planning/hpp/reports/documents/2017-2022-healthcare-pr-capabilities.pdf>
21. The Contractor shall use the HCC Healthcare Resource Assessment Templates when updating and maintaining their regional healthcare resources and services. The document is incorporated and made part of this contract by reference and is available at the following website: <https://sites.google.com/a/state.co.us/co-share/home/resources>.

	<p>22. The Contractor shall comply with the requirements stated in the 2017-2022 Healthcare Preparedness and Response Capabilities when completing the Resource Assessment. This document is incorporated and made part of this contract by reference and is available on the following website: https://www.phe.gov/preparedness/planning/hpp/reports/documents/2017-2022-healthcare-pr-capabilities.pdf</p> <p>23. The Contractor shall comply with to the requirements outlined in the 2017-2022 Healthcare Preparedness and Response Capabilities when updating Preparedness Plan. These documents are incorporated and made part of this contract by reference and are available at the following websites: https://www.phe.gov/preparedness/planning/hpp/reports/documents/2017-2022-healthcare-pr-capabilities.pdf</p> <p>24. The Contractor shall update Preparedness Plan following major incidents or large-scale exercises</p> <p>25. The Preparedness Plan must be approved by all is core member organizations. All member organizations shall be given an opportunity to provide input into the Preparedness Plan.</p> <p>26. The Contractor shall comply with the AFN and Pediatric Community Guidance when updating the Preparedness Plan. These documents are incorporated and made part of this contract by reference and are available at the following websites: https://sites.google.com/a/state.co.us/co-share/home/resources</p> <p>27. The Contractor shall utilize Colorado Community Inclusion (CICO) maps data to inform Preparedness Plan. These maps and data are incorporated and made part of this contract by reference and are available at the following websites: https://www.colorado.gov/pacific/cdphe/community-inclusion-colorado</p> <p>28. CDPHE will provide training on the use of Colorado Community Inclusion (CICO) Maps upon request</p> <p>29. CDPHE will provide the data training upon request for emPOWER DATA</p> <p>30. The Contractor shall incorporate lessons from their 2018-2019 AFN Focus groups and from consultation with other partners (i.e. LPHA - alternate power locations; home health - non-facility disruptions) into their preparedness or response plans, especially those to support community sheltering-in-place when appropriate, and reducing surge on hospitals.</p> <p>31. NIMS Training Needs Assessment Report Template will be provided by CDPHE-OEPR via CO-SHARE.</p> <p>32. The TEPW must be attended by the HCC's Readiness and Response Coordinator, Clinical Advisor, and HCC Chair.</p> <p>33. The HCC Readiness and Response Coordinator must provide the HPP Health Care Coalition Training and Exercise Plan at the Regional ESF#8 TEPW.</p> <p>34. The HPP Health Care Coalition Training and Exercise Plan must include the required elements as indicated on the template provided by CDPHE - OEPR via CO-SHARE.</p> <p>35. The Contractor shall address at least 4 of the 10 sustainability elements identified in the Hospital Preparedness Program Funding Opportunity Announcement (FOA), pages 53-54. This document is incorporated and made part of this contract by reference and available at the following websites: https://drive.google.com/open?id=1brHmyrJDWs0fdtPP86_dKe0PNEJGO0jA</p> <p>36. The Contractor shall comply with the Response Plan Template and Guidance Document when completing the Response Plan Update. This information is located at the following website: https://www.colorado.gov/pacific/sites/default/files/OEPR5_ASPR-HCC-Response-Plan-Template_1.pdf and is incorporated and made part of this contract by reference.</p> <p>37. The Contractor shall assure Response Plan elements identified in the Hospital Preparedness Program Funding Opportunity Announcement (FOA), pages 56-58. This document is incorporated and made part of this contract by reference and available at the following websites: https://drive.google.com/open?id=1brHmyrJDWs0fdtPP86_dKe0PNEJGO0jA</p> <p>38. The Contractor shall assure Essential Elements of Information are included in the Response Plan utilizing ASPR TRACIE template and guidance available July 1, 2019.</p> <p>39. The Contractor shall utilize the following definition for Mission Essential Functions: Mission Essential Functions (MEFs) are activities the organization performs that are directly related to accomplishing the mission of the organization; MEFs are generally something</p>
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	<p>unique the organization does; most other agencies do not do this; MEFs are those functions that the organization performs to provide vital services, exercise civil authority, maintain the safety of the general public, and sustain the economic/industrial base during a disruption of normal operations.</p> <p>40. The Contractor shall distribute PPE guidelines that are provided by CDPHE by December 31, 2019.</p> <p>41. The Inclusion of Volunteer in Medical Surge Report must address how volunteers from existing government and non-governmental volunteer registration programs can work within the HCC during acute care medical surge response events and the required elements as indicated on the template provided by CDPHE via CO-SHARE.</p> <p>42. The Contractor shall utilize the Pediatric Annex Guidance within the Hospital Preparedness Program Funding Opportunity Announcement (FOA), pages 70 and 71. This document is incorporated and made part of this contract by reference and available at the following websites: https://drive.google.com/open?id=1brHmyrJDWs0fdtPP86_dKc0PNEJGO0jA</p> <p>43. The Contractor shall utilize the Pediatric Annex Template provided via CO-SHARE and email no later than July 1, 2019.</p> <p>44. CDPHE - OEPR will provide an exercise package for the Regional Pandemic Influenza Tabletop Exercise and the Pediatric Emergency Surge Annex Table Top Exercise that each region may use as a base template provided via CO-SHARE.</p> <p>45. Regional Pandemic Influenza Tabletop Exercise and the Pediatric Emergency Surge Annex Table Top Exercise attendance must be tracked through a sign in sheet that includes at a minimum date, name, agency, and contact information.</p> <p>46. Participation in the Regional Pandemic Influenza Tabletop Exercise shall be as a "Player" to properly represent HCC decisions and actions during a simulated event.</p> <p>47. The Contractor shall ensure the development and submission to CO-SHARE of AAR/IPs for all table top exercises and functional exercises within 60 days of event conclusion.</p> <p>48. Full-scale exercises and real event AAR/IPs must be submitted to CO-SHARE within 120 days of event conclusion.</p> <p>49. The Contractor shall find the Colorado Crisis Standards of Care here: https://drive.google.com/file/d/15IFdDuBgW_fmZA94X-knxWedB3wZZi72/view</p>	
Expected Results of Activity(s)	Colorado Healthcare Coalitions will have increased capacity to respond to public health emergencies and related events to which a public health response is necessitated.	
Measurement of Expected Results	Data contained in the CPG survey data, Coalition Surge Test, After Action Reports and quarterly reports.	
	Completion Date	
Deliverables	1. The Contractor shall submit the HCC Work Plan electronically via Co-Share and CAT.	No Later than July 31, 2019.
	2. The Contractor shall submit the HCC budget electronically via CO-SHARE.	No Later than July 31, 2019.
	3. The Contractor shall submit the FY21 Work Plan electronically via Co-SHARE.	No later than Jan. 31, 2020.
	4. The Contractor shall submit the FY 21 HCC budget electronically via CO-SHARE.	No later than Jan. 31, 2020.
	5. The Contractor shall submit Quarterly Reports electronically via CO-SHARE.	September 30, 2019 December 31, 2019 March 31, 2020 June 15, 2020
	6. The Contractor shall submit Governance documents electronically via CO-SHARE and CAT.	No later than Sept 30, 2019.
	7. The Contractor shall submit Membership Spreadsheet electronically via CO-SHARE.	No later than Sept 30, 2019.

	8. The Contractor shall submit draft 5-year strategic plan for HCC electronically via CO-SHARE.	No later than June 15, 2020
	9. The Contractor shall report which regional hospital functions as Chair or Co-Chair of the HCC.	No later than July 31, 2019
	10. The Contractor shall submit the completed Elements of Essential Information template via CO-SHARE and CAT.	No later than September 30, 2019
	11. The Contractor shall submit Hazards Vulnerability Analysis electronically via CO-SHARE and CAT	No later than Dec 31, 2019.
	12. The Contractor shall submit updated Resource Inventory Assessment electronically via CO-SHARE and CAT	No later than Dec 31, 2019.
	13. The Contractor shall submit updated Preparedness Plan electronically via CO-SHARE and CAT	No later than September 30, 2019
	14. The Contractor shall submit the Inclusion of Volunteers in Medical Surge Report via CO-SHARE.	No later than March 31, 2019
	15. The Contractor shall submit NIMS Training Needs Assessment Report electronically via CO-SHARE	No later than September 30, 2019
	16. The Contractor shall indicate on their Grant Reporting Spreadsheet the names of the individuals attending the Regional ESF#8 Training and Exercise Planning Workshop.	No Later than December 31, 2019
	17. The contractor shall submit their HPP Health Care Coalition Training and Exercise Plan via CO-SHARE and CAT.	No later than July 31, 2019
	18. The Contractor shall indicate on the Grant Reporting Spreadsheet name of individual attending the 2019 OEPR Annual Meeting.	No Later than December 31, 2019
	19. The Contractor shall submit the Coalition Capability Assessment electronically via the CAT	No later than December 31, 2019
	20. The Contractor shall update the Coalition Capability Assessment electronically via the CAT	No Later than June 15, 2020
	21. The Contractor shall submit updated Response Plan electronically via CO-SHARE and CAT	No later than September 30, 2019
	22. The Contractor shall submit CST results electronically via CO-SHARE and CAT	No Later than March 31, 2020
	23. The Contractor shall submit HCC Mission Essential Functions electronically via CO-SHARE	No Later than June 15, 2020
	24. The Contractor shall submit Technical Assistance Requests electronically via CO-SHARE	No later than March 31, 2020.
	25. The Contractor shall submit report on including health and medical volunteers into HCC emergency response efforts electronically via CO-SHARE	No later than June 15, 2020
	26. The Contractor shall submit Pediatric Annex electronically via CO-SHARE and CAT	No later than March 31, 2020
	27. The Contractor shall upload to CO-SHARE the After Action Report and Improvement Plan for the Pediatric Emergency Surge Annex Table Top Exercise.	No later than June 15, 2020
	28. The Contractor shall upload data from HCC Surge Estimator Tool electronically via CO-SHARE and CAT.	No later than March 31, 2020
	29. The contractor shall submit electronically via CO.SHARE the sign in sheet for the Regional Pandemic Influenza Tabletop Exercise.	No later than June 15, 2020.

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the HPP Branch Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within (30) calendar days of discovery of a compliance issue. Within (10) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the HPP Branch Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

FISCAL AGENT STATEMENT OF WORK
To Original Contract - CMS Contract Routing Number CT 2020*514

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to strengthen and enhance the preparedness of the public health and medical system to respond to and recover from emergency incidents through the the development of Health Care Coalitions (HCC). HCC development includes mandatory criteria for HCC membership, alignment with the Division of Homeland Security and Emergency Management All Hazards Regions, creation of governance structures that include fiscal procedures, and the creation of a preparedness plan. The HCCs develop hazard vulnerability assessments and the use of at-risk population data to ensure planning is well rounded. To test these planning efforts, the HCCs shall conduct communication tests and a Coalition Surge Test, ensuring they have the capacity and capability to access immediate bed availability, track patients, share needed information keeping situational awareness for responders, and continue to advance an effective health and medical emergency management system.

II. Definitions:

1. CDPHE – Colorado Department of Public Health and Environment
2. HCC – Health Care Coalition
3. OEPR-Office of Emergency Preparedness and Response
4. SOW-Statement of Work

III. Fiscal Agent Work Plan:

Goal #1: Increase Emergency Preparedness in Colorado by working with Healthcare Coalitions (HCCs) as a fiscal agent for HCCs so they can prepare for, respond to, and recover from emergencies.	
Objective #1: No later than the expiration of the contract, support as a fiduciary intermediary for Northeast Region designated HCC as they establish and maintain healthcare community collaboration in identifying risks, establishing priorities and addressing gaps through planning, training, exercising and managing resources.	
Primary Activity #1	The Contractor shall enter into an agreement with their regional HCC to have them accomplish the referenced "HCC Work plan"
Primary Activity #2	The Contractor shall collect quarterly progress reports from the regional HCC outlining the completion of activities accomplished as outlined in the "HCC Work plan"
Primary Activity #3	The Contractor shall attend quarterly reimbursement request review meetings with the CDPHE Contract Monitor.
Primary Activity #4	The Contractor shall act as the reimbursement agency for the completion of activities and acquisition of supplies, equipment & emergency preparedness training opportunities/trainers as they pertain to the HCC sub awardee SOW

Standards and Requirements	<ol style="list-style-type: none"> 1. All reimbursements to healthcare coalitions shall be made no later than 45 days after receipt of reimbursement request from facilities. CDPHE shall be notified if any reimbursements that falls outside of this timeframe. 2. All reimbursements to healthcare coalitions shall be preapproved by the CDPHE Contract Monitor. 3. The Contractor shall reimburse HCC based off the completion of HCC Sub-Awardee Agreement plan, "HCC Work plan", incorporated into this document herein by reference. 4. Any changes to the Sub-Awardee Agreement must be approved by CDPHE in writing. 5. OEPR is responsible for the content and any revisions needed regarding the Sub-Awardee Agreement content. 6. The Contractor shall provide guidance for all reimbursements by the sub-awardee using reference to the OMB super circular or Exhibit A. 7. Reimbursement request review meeting frequency may be more often as agreed to by both parties. 	
Expected Results of Activity(s)	Healthcare coalition across the state will gain knowledge to assist them in their roles in the event of potential identified incidents	
Measurement of Expected Results	Confirmation of equipment and supplies purchased, distributed & redistributed by Fiscal Agent	
		Completion Date
Deliverables	1. The Contractor shall provide agreements with regional HCC via email to OEPR program manager as requested.	No later than the expiration of the contract.
	2. The Contractor shall provide quarterly progress and financial reports in the form of a spreadsheet to OEPR program manager via email.	No later than 30 days after the end of the quarter
	3. The Contractor shall provide an annual report in the form of a spreadsheet to OEPR program manager via email.	No later than the expiration of the contract.
	4. The Contractor shall provide standardized invoice form of HCC reimbursement request via email to CDPHE Contract Monitor.	No later than 10 days after receiving a request from HCC

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the OEPR Contract monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within ten (10) calendar days of discovery of a compliance issue. Within thirty (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the OEPR Contract monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

Budget
To Original Contract Routing Number 2020*514

Expenditure Categories		
Personal Services		Budget
Position Title	Description of Work	
Coordinator	FTE Coordinator	\$71,883.00
Clinical Advisor	.25 FTE	\$6,000.00
Total Personal Services		\$77,883.00
Supplies & Operating Expenses		Budget
Item	Description of Work	
	General Office Supplies	\$1,000.00
	Annual Face to Face Meeting and Training	\$6,000.00
	Coordinator equipment and supplies (printer, monitors etc.)	\$750.00
	ReadyOp Contract	\$6,000.00
	Membership Trainings and Funding Opportunities	\$21,000.00
Total Supplies & Operating Expenses		\$34,750.00
Travel		Budget
Item	Description of Work	
	4 Required Coordinator Meeting	\$1,800
	Annual OEPR Meeting	\$2,300
	HCC Council Meetings	\$1,500
	Other Trainings and Events	\$2,900
	Other Travel Costs	\$1,000
Total Travel		\$9,500.00
Contractual (payments to third parties or entities)		Budget
Item	Subcontractor Entity Name and/or Description of Item	
	Fiscal Agent	\$20,500.00
Total Contractual		\$20,500.00
SUB-TOTAL BEFORE INDIRECT		\$142,633.00
Indirect		Total Budget
Item	Description of Item	
Indirect Cost Rate		
Total Indirect		\$0.00
TOTAL		\$142,633.00

OPTION LETTER #: Click here to enter text.

State Agency : Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246				Original Contract # Click here to enter text.		
Contractor (Name and Address) Midwestern Colorado Mental Health Center DBA the Center for Mental Health 2130 E Main St Montrose, Colorado 81401				Option Contract Number Click here to enter text.		
Contract Performance Beginning Date : Click here to enter a date.				Current Contract Expiration Date : Click here to enter a date.		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						\$
Original						\$
Current Contract Maximum Amount (YTD)						\$

1) OPTIONS

- A. Option to extend for an Extension Term
- B. Option to change quantity of goods under the Contract
- C. Option to change quantity of services under the Contract
- D. Option to change Contract rates

2) REQUIRED PROVISIONS:

- A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**
- C. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.** The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

<p align="center">PROGRAM APPROVAL</p> <p>By: _____</p> <p align="center">—</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director</p> <hr/> <p>By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____



AGENDA ITEM - 4.k.

TITLE:

Ratification of Chair's signature on a Grant offer for the Airport Improvement Program (AIP) Project No. 3-08-0088-035-2019, location Telluride Regional Airport.

Presented by:

Time needed:

PREPARED BY:

Telluride Regional Airport Authority

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

This was approved by all three Commissioners verbally on 7/23/2019.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

Airport Improvement Program AIP

Upload Date

7/24/2019



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

July 16, 2019

Ms. Kris Holstrom
Chairman, San Miguel County Commissioners
P.O. Box 1170
Telluride, CO 81435

Mr. Larry Crosby
Chairman, Telluride Regional Airport Authority
1500 Last Dollar Road
Telluride, CO 81435

Dear Ms. Holstrom and Mr. Crosby:

We are enclosing three (3) copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0088-035-2019 at the Telluride Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 18, 2018, in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- You may not make any modification to the text, terms or conditions of the grant offer.
- We ask that you return one executed copy of the Grant Offer. Please keep the other two copies of the grant for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

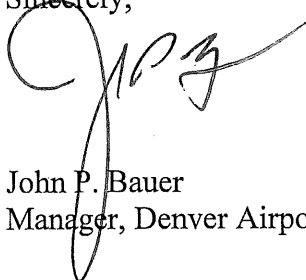
Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" is enclosed.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Mr. Ronald Niehoff is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Ron Niehoff at 303-342-1255.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer
Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>July 16, 2019</u>
Airport/Planning Area	<u>Telluride Regional Airport</u>
AIP Grant Number	<u>3-08-0088-035-2019 (Contract No. DOT-FA18NM-1039)</u>
DUNS Number	<u>18-057-1739</u>

TO: County of San Miguel, Colorado and Telluride Regional Airport Authority
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 19, 2019, for a grant of Federal funds for a project at or associated with the Telluride Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Telluride Regional Airport (herein called the "Project") consisting of the following:

Improve Airport Miscellaneous Improvements (construct electrical equipment building-vault)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$176,543.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$0.00 for planning
\$ 176,543 for airport development or noise program implementation; and,
\$ 0.00 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 18, 2019, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
20. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 2016, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
21. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
22. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.
23. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
24. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 23rd day of July, 2019.

COUNTY OF SAN MIGUEL, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By _____

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, _____.

TELLURIDE REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 04/18/2019 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



AGENDA ITEM - 4.1.

TITLE:

Approval of Chair's signature on an Insubstantial Plat Amendment Administrative Approval to Modify Building Envelope for Lot P12, Idarado Subdivision.

Presented by:

Time needed:

PREPARED BY:

Kaye Simonson, Planning Director

RECOMMENDED ACTION/MOTION:

Recommending approval on Memo.

INTRODUCTION/BACKGROUND:

See attached information.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

Modify Build Envelope for Lot P12 Idarado

Upload Date

7/24/2019

TO: San Miguel County Board of County Commissioners

FROM: Kaye Simonson, Planning Director

DATE: July 31, 2019

RE: Insubstantial PUD and Plat Amendments – Authorization of Chair to Sign

Pursuant to Land Use Code Sections 3-402 and 5-1502, Insubstantial PUD and Plat Amendments require Administrative Review and approval by the Planning Director. Following approval, amendments are referred to the Board of County Commissioners for authorization of the Chairperson to sign the amendment. This is because Final PUDs and Plats are signed by the BOCC Chairperson prior to recording. Therefore, all subsequent amendments must also be signed by the Chairperson.

The following Insubstantial PUD and Plat amendments are attached:

1. Lawson Hill Lot Hub 2E, Big Dog Holdings, LLC (modification of side setbacks)
2. Idarado Subdivision Lot P12, Idarado P12, LLC (modification of building envelope)



PLANNING DEPARTMENT

KAYE SIMONSON, PLANNING DIRECTOR

July 31, 2019

Thomas G. Kennedy

Via Email: tom@tklaw.net

Re: **Insubstantial Plat Amendment Administrative Approval (IPA-6-19-3369): Modify Building Envelope for Lot P12, Idarado Subdivision**

Dear Tom,

The purpose of this correspondence is to serve as an Administrative Approval for the Insubstantial Plat Amendment (IPA) to modify the platted Building Envelope for Lot P12, Idarado Subdivision, as depicted on the submitted plat. This modified Lot P12 Building Envelope will not encroach into areas of geologic hazards or wetlands, meets the required siting and distance separations of wells and OWTS facilities for Lot P12 and all adjacent lots, and will meet all setback requirements. The modification will not result in new impacts to trees and vegetation that would be disturbed by construction of improvements. Access to Lot P12 will not change.

I hereby **approve** the Insubstantial Plat Amendment (IPA) to modify the platted Building Envelope for Lot P12, Idarado Subdivision as proposed, pursuant to Land Use Code Section 3-402 and based on the finding that the proposed IPA is in compliance with all applicable standards in Land Use Code Section 5-1502 Insubstantial Amendment. This approval is subject to the following conditions:

- Inclusion of the additional landscape screening and berming between Lot P12 and adjacent Lots P11 and P13 as agreed to by the Applicant; and
- Correction of plat issues listed by the County Surveyor, David Foley, in July 12, 2019 letter; and
- Submission of a revised final plat that complies with County Surveyor comments and final plat submission contents listed in the Land Use Code; and
- Authorization of the Board of County Commissioner Chair's signature on the final plat; and
- Approval by the Idarado Legacy Homeowners Association to modify the building envelope for Lot P12.

Please contact the Planning Department with any questions.

Sincerely,

Kaye Simonson, AICP
County Planning Director

[Z:\Administrative Approvals\2019_Idarado P12 LLC IPA Idarado Subdivision Lot P-12\1 Staff Memo(s) and Resolution(s)\Idarado.Lotp12.approval.ipa.docx]

P.O. Box 548 • 333 W Colorado Ave, 3rd Flr • Telluride, Colorado 81435 • (970) 728-3083 email:
kayes@sanmiguelcountyco.gov website: www.sanmiguelcountyco.gov

J. David Foley
San Miguel County Surveyor
P. O. Box 825, Ophir, CO 81426
Phone/ Fax 970-728-9998
surveyfoley@gmail.com

John Huebner, Associate Planner
San Miguel County Planning Department
P. O. Box 548
Telluride, CO 81435

July 12, 2019

Re: Lot P12, Idarado Subdivision

I have reviewed the plat received from the County Planning Dept. on July 3, 2019 and have the following comments:

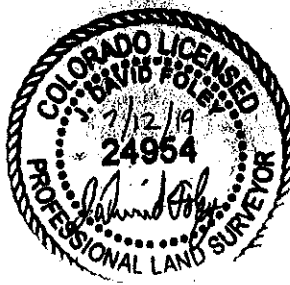
1. Indicate the Lot number as Lot P12 (not P-12) per the original plat at Plat Book 1, page 3368. This appears in many places. (SMC LUC 4-503)
2. The legal description in the Owners Certificate indicates 2 Parcels when actually Parcel B is easement rights, not a parcel. Correct the legal description to only be one parcel. (maybe use "Together With" instead of "Parcel B")
3. The 3 easement rights mentioned in Comment #2 above are not shown anywhere on the plat. Are these located on Lot P12?
4. Indicate adjoining lots to the North of Lot P12. (SMC LUC 4-506)
5. The building envelope is dimensioned with text that is too small to be legible. (SMC LUC 4-502)
6. A monument is shown along the East boundary of Lot P12 with no dimension to it. This appears to be the controlling monument for the Building Envelope so it is important to have this dimension. (SMC LUC 4-507)
7. The linetype used for the Building Envelope is being used for easements also, which is confusing. Use a unique linetype for the Building Envelope. Also, eliminate the stray line for adjoiners at the Southeast corner of Lot P12.
8. Show the width of easements that are on Lot P12 (you have widths indicated on adjoining lots but not for Lot P12). (SMC LUC 4-513 A.)
9. Label the easements on Lot P12 (you have labels indicated on adjoining lots but not for Lot P12). Indicate the recording information for easements on Lot P12. (SMC LUC 4-513 B.)
10. Indicate the easement dimensions for easements on Lot P12. (SMC LUC 4-513 F.)
11. You are indicating recorded well locations on some of the adjoining lots, but not on Lot P12. Remove this unnecessary information on adjoining lots.
12. There are several triangle symbols on the plat with no indication of what these represent in the Legend.

13. The Basis of Bearings statement says "for this legal description", when this document is an amended plat.
14. The County Commissioners Certificate needs to be attested by the Clerk of the Board. (SMC LUC 4-515 H.)

NOTE: This plat review does not check mathematical closures and acreages indicated on this plat, or the closure of metes and bounds legal descriptions. These closure checks are the responsibility of the licensed land surveyor who certifies this plat.

Sincerely,

J. David Foley
San Miguel County Surveyor



INSUBSTANTIAL AMENDMENT FOR LOT P-12, IDARADO SUBDIVISION,
located within Section 6, Township 42 North, Range 8 West, N.M.P.M., San Miguel County, Colorado.

PANDORA LANE

LOT P11

LOT P-12

LOT P13

SCALE: 1"=16'
0 4 8 12 16 32

LEGEND

- FOUND 1-1/2" ALUMINUM CAP
ON NO. 5 REBAR, L.S. 24954
- FOUND 2" CAP, L.S. 24299
- FOUND NO. 5 REBAR, NO CAP

PORTION OF BUILDING ENVELOPE
ACCORDING TO PLAT BOOK 1 AT PAGE 3368
BEING VACATED BY THIS AMENDMENT

PORTION OF BUILDING ENVELOPE
BEING ADDED BY THIS AMENDMENT

PURPOSE STATEMENT:

The Owner of Lot P-12 desire to relocate the building envelope to accommodate their architectural design. The area of said envelope is to be less than or equal to the area according to the plat of record. IDARADO P12, LLC is collectively referred to as "Owner" and Lot P-12 is collectively referred to as the "Property".

OWNERS CERTIFICATE:

1. KNOW ALL PERSONS BY THESE PRESENTS that IDARADO P12, LLC, a Colorado Limited Liability Corporation, being the owner of the following described land:

PARCEL A:

LOT P-12, IDARADO SUBDIVISION EXEMPTION PLAT AND PLAN FOR CLUSTER DEVELOPMENT LOTS, SUBDIVISION EXEMPTION PLAT FOR EMPLOYEE HOUSING PARCEL AND SUBDIVISION EXEMPTION PLAT FOR ASSOCIATION PARCEL RECORDED FEBRUARY 10, 2004 IN PLAT BOOK 1 AT PAGE 3230, AS MODIFIED BY FIRST AMENDMENT RECORDED NOVEMBER 1, 2004 IN PLAT BOOK 1 AT PAGE 3368, THE SECOND AMENDMENT RECORDED AUGUST 18, 2005 IN PLAT BOOK 1 AT PAGE 3508, AND THE THIRD AMENDMENT RECORDED JUNE 5, 2006 IN PLAT BOOK 1 AT PAGE 3662, AND THE SITE CONSTRAINTS MAP RECORDED FEBRUARY 10, 2004 IN PLAT BOOK 1 AT PAGE 3247 AND FIRST AMENDMENT TO SITE CONSTRAINTS MAP RECORDED NOVEMBER 1, 2004 IN PLAT BOOK 1 AT PAGE 3378, AND THE SECOND AMENDMENT TO SITE CONSTRAINTS MAP RECORDED AUGUST 18, 2005 IN PLAT BOOK 1 AT PAGE 3519, AND THE THIRD AMENDMENT TO SITE CONSTRAINTS MAP RECORDED JUNE 5, 2006 IN PLAT BOOK 1 AT PAGE 3671.

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

PARCEL B:

THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED APRIL 6, 2005 UNDER RECEPTION NO. 373803 AND INSTRUMENT RECORDED APRIL 8, 2005 UNDER RECEPTION NO. 373846 AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 21, 2005 UNDER RECEPTION NO. 379897,

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

The Owners of the Property, as shown on this plat under the name and form of INSUBSTANTIAL AMENDMENT FOR LOT P-12, IDARADO SUBDIVISION ("Amended Plat") hereby dedicate those portions of land labeled as building envelope as shown hereon.

OWNER APPROVAL:

IN WITNESS WHEREOF, this Amended Plat is being recorded by the Property Owner for the purposes set forth herein effective as of _____, 2019.

Property Owner:

By: _____

as: _____

STATE OF COLORADO

COUNTY OF SAN MIGUEL

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____

My commission expires: _____
Witness my hand and official seal.

Notary Public

SURVEYOR'S CERTIFICATE:

I, David R. Bulson of Foley Associates, Inc., being a Colorado Licensed Surveyor, do hereby certify that this plat and survey of INSUBSTANTIAL AMENDMENT FOR LOT P-12, IDARADO SUBDIVISION was made by me and under my direct responsibility, supervision and checking, in compliance with the applicable provisions of Title 38, Article 51, C.R.S., and that both are true and accurate to the best of my knowledge and belief.

P.L.S. No. 37662 Date _____

NOTES:

1. Approval of this Amended Plat or plan may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.

2. Easement research and legal description for Lot P-12 was provided by Land Title Guarantee Company, Commitment No. TLR86008956, dated May 8, 2019 at 5:00 P.M.

3. NOTES OF CLARIFICATION:

a. The Configuration of the following lots, tracts, and right-of-way have been modified by this Amended Plat:

Lot P-12, Idarado Subdivision

b. The following lots have been created by this Amended Plat:
None

c. The following lots have been deleted by this Amended Plat:
None

4. BASIS OF BEARINGS: The basis of bearings for this legal description is Geodetic North based on World Geodetic System of 1984 (WGS84) and measured by Realtime Kinematic Global Positioning System with a Base Station set at HARN monument "Foley" a 3 1/4" brass cap set in a boulder, with an approximate Latitude of North 37°56'07" and Longitude of West 107°49'00". The origin of the local coordinate grid for this survey is at HARN monument "Foley". The bearing from HARN monument "Foley" to Corner 2 of the Newport Placer, Mineral Survey No. 2167, Upper San Miguel Mining District, being a 3 1/4" brass cap set in rock LS 24954, is measured as S 55°49'37" E.

5. NOTICE: According to Colorado law, you must commence any legal action based upon 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.

TREASURER'S CERTIFICATE:

I, the undersigned, Treasurer of the County of San Miguel, do hereby certify that according to the records of the San Miguel County Treasurer there are no liens against the subdivision or any part thereof for unpaid state, county, municipal or local taxes or special assessments due and payable, in accordance with Land Use Code Section J-101.

Dated this _____ day of _____, _____.

San Miguel County Treasurer

COUNTY COMMISSIONERS' APPROVAL:

This Amended Plat has been reviewed approved and accepted for filing by the San Miguel County Board of Commissioners. County acceptance of any dedication for public use of streets, roads, alleys, or other public areas depicted upon the Amended Plat, if any, shall not constitute acceptance of such dedication for County maintenance purposes. Compliance with the provisions of section 5-504 of the San Miguel County Land Use Code is required for County acceptance of dedications for maintenance purposes.

Chair

Dated this _____ day of _____, _____.

ASSOCIATION CONSENT:

Idarado Legacy Homeowners Association,
a Colorado nonprofit corporation

By: _____
Printed Name: _____
Title: _____

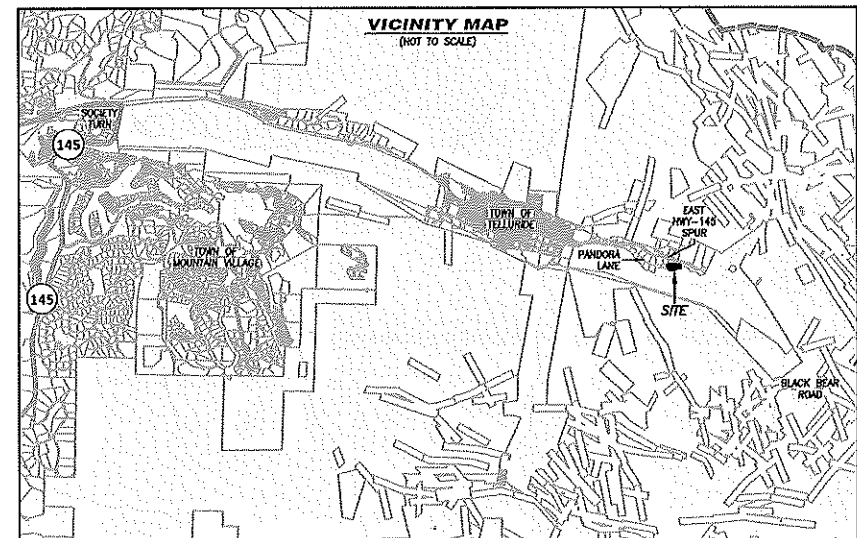
STATE OF COLORADO

COUNTY OF SAN MIGUEL

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____

My commission expires: _____
Witness my hand and official seal.

Notary Public



TITLE INSURANCE COMPANY CERTIFICATE:

Land Title Guarantee Company does hereby certify that we have examined the title to all lands herein shown on this Amended Plat and that the title to this land is in the names of those persons shown in the Owners Certificate which is on the face hereof and is free and clear of all encumbrances, liens, and taxes, except as follows:

Title Insurance Company Representative

RECORDER'S CERTIFICATE:

This Amended Plat was filed for record in the office of the San Miguel County Clerk and Recorder on this _____ day of _____, 2019, at Reception No. _____
Time _____

San Miguel County Clerk

Project Mgr:	Rev:	Description:	Date:	By:
DB				
Technician:				
FD				
Technician:				
Checked by:				
Start date:				
05 / 20 / 2019				

FOLEY ASSOCIATES, INC.
SURVEYING PLANNING SURVEYING

970-728-6153 970-728-6050 fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

Drawing path: dsg\13043 Insub Amend 05-13.dwg Sheet 1 of 1 Project #: 13043



AGENDA ITEM - 4.m.

TITLE:

Approval of Chair's signature on an Insubstantial PUD Amendment Administrative Approval to Modify side setback for Lot Hub 2E, Lawson Hill PUD.

Presented by:

Time needed:

PREPARED BY:

Kaye Simonson, Planning Director

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Memo and backup attached.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

Insubstantial PUD Amendment

Upload Date

7/24/2019

TO: San Miguel County Board of County Commissioners
FROM: Kaye Simonson, Planning Director
DATE: July 31, 2019
RE: Insubstantial PUD and Plat Amendments – Authorization of Chair to Sign

Pursuant to Land Use Code Sections 3-402 and 5-1502, Insubstantial PUD and Plat Amendments require Administrative Review and approval by the Planning Director. Following approval, amendments are referred to the Board of County Commissioners for authorization of the Chairperson to sign the amendment. This is because Final PUDs and Plats are signed by the BOCC Chairperson prior to recording. Therefore, all subsequent amendments must also be signed by the Chairperson.

The following Insubstantial PUD and Plat amendments are attached:

1. Lawson Hill Lot Hub 2E, Big Dog Holdings, LLC (modification of side setbacks)
2. Idarado Subdivision Lot P12, Idarado P12, LLC (modification of building envelope)



PLANNING DEPARTMENT

KAYE SIMONSON, PLANNING DIRECTOR

July 31, 2019

Alba Blanco, by e-mail: alba.blanco@gmail.com
Big Dog Holdings, LLC
PO Box 2828
Telluride, CO 81435

Re: **Insubstantial PUD Amendment Administrative Approval (IPA-7-19-3407): Modify Side Setback for Lot Hub 2E, Lawson Hill PUD**

Dear Alba,

The purpose of this correspondence is to serve as an Administrative Approval for the Insubstantial Plat Amendment (IPA) to modify the side setback for Lawson Hill Lot Hub 2E, as depicted in the attached amended Lawson Hill PUD Development Plan Land Use Matrix (Matrix). Board of County Commissioner Resolution 2004-9 approved a Subdivision Exemption for a Single Lot Split and an Insubstantial PUD Amendment to the Lawson Hill PUD, thereby creating Lot Hub 2E. The Final Plat (Plat Book 1, page 3273) indicates a ten-foot (10') setback to the property line on the west, northwest and southwest sides for Lot Hub 2E. You have submitted an application for an Insubstantial Plat and PUD Amendment, pursuant to Land Use Code Section 5-1502, requesting a five-foot (5') setback to the west and northwest property lines, for the purpose of constructing self-storage, an uninhabited use.

On April 24, 2019, Pam Hall, managing director for Lawson Hill Property Owners Company, issued a letter on behalf of the Design Review Board granting final approval of the proposed project, including the reduction of the side setback.

I hereby **approve** the Insubstantial Plat Amendment (IPA) to allow a five-foot (5') setback for uninhabited uses such as self-storage. This approval is granted with the condition that the side setback of ten (10) feet shall remain as shown on the Final Plat for all inhabited uses. This approval is granted based on the pursuant to Land Use Code Section 3-402 and based on the finding that the proposed IPA is in compliance with all applicable standards in Land Use Code Section 5-1502 Insubstantial Amendment. The Matrix shall hereby be amended as follows:

Lot	Setbacks ²⁸		
	Front	Rear	Side
Hub-2E	See Final Plat		See Final Plat/5' ³⁶

³⁶ 5-foot side setback shall be for uninhabited uses only, i.e. self-storage. The setbacks for all inhabited structures shall be per the Final Plat.

Please contact the Planning Department with any questions.

Sincerely,

Kaye Simonson, AICP
Planning Director

[Z:\Administrative Approvals\2019 Big Dog Hub Lot 2E Storage\Hub Lot 2E IPA Approval Letler.docx]

LAWSON HILL PUD DEVELOPMENT PLAN LAND USE MATRIX

LOT #	AREA (Acres)	ZONE DISTRICT	ALLOWED USE	# UNITS	ZONED POP.	MAX RES FL AREA ¹	MAX ACC FL/UNIT ²	MAX NON RES	SETBACKS ²⁸			HGT ³ PRMY	HGT ³ ACC	REQ'D PKG
INDUSTRIAL/LIVE WORK LOTS									FRONT	REAR	SIDE			
A-1									See Final Plat					
Hub-1	0.835	I	Notes 12 & 29				6,893				22-28 ²⁹		14	
Hub-2AF	1.213	I	Notes 12 & 29/OS				13,776				22-28 ²⁹		30	
Hub-2B	1.029	I	Notes 12 & 29				12,656				Note 34		27	
Hub-2C	1.729	I	Park & Ride				1,800				22-28 ²⁹		117 ¹³	
Hub-2D	1.011	I	Notes 12 & 29				15,344				A-2 0'	22-28 ²⁹	33	
Hub-2E	1.389	I	Notes 12 & 29				14,000				See Final Plat/5' ³⁶	22-28 ²⁹	30	
A-2	2.0900	I	Note 14					32,000	5	0	8, N 0'	35		46
B-1	0.1800	I	Note 15					3,547	5	8	5	35		6
B-2	0.6700	I	Note 15					14,090	5	8	5	35		24
B-3	0.8600	I	Note 15					10,369	5	8	5	35		18
B-4	0.2510	I	Note 15					1,994	5	8	5	35		4
C	1.3000	I	Note 16	12	36	Total res. & non res.:		21,000	5	8	5	30		32
D	0.7110	I	Note 16	4	12	Total res. & non res.:		6,400	5	5	5	30		11
E	0.4690	I	Note 16	6	18	Total res. & non res.:		9,600	5	5	5	30		16
F-1	0.7400	I	Note 17					15,635	5	5	5	35		25 ³¹
F-2	0.4600	I	Note 16 & 18	2	6	Total res. & non res.		7,300	5	5	5	35		19
G	0.9110	I	Note 18					16,560	5	5	5	30		34
HI	1.8800	PUB	Note 20					30,000	5	5	5	24		75
J-1	0.4390	I	Note 21					3,200	5	5	5	24		3 on J1, 5 on 501W
J-2	0.4710	I	Note 21					6,800	5	5	5	24		5on J2, 10 on 501W

LAWSON HILL PUD DEVELOPMENT PLAN LAND USE MATRIX

²⁷ Lot 3, Front Setback is 9 feet only as it pertains to the construction of a 6-foot deep by 10-foot wide mudroom addition and a 4 x 8 foot deck and entry stairs. No other development shall be allowed within the 15-foot setback area.
²⁸ Structures shall be separated by a minimum of 20 feet to meet the Fire Protection Plan. Setbacks may be greater than listed in order to meet fire separation requirement.
²⁹ Building heights on Lot A1 (Hub Lots 1, 2AF, 2B, 2D, and 2E shall allow slope roofs with a maximum height of 28', minimum slope of 4" in 12", and rusted metal material or if a flat roof design is utilized such roof shall be limited to 22 feet in height; Building Height will be measured according to the County Land Use Code definition; all lay down areas, storage of materials and equipment, excluding currently registered vehicles, must be enclosed with a solid wood or rusted metal fence, a minimum of 6' in height; construction of metal storage racks with non-combustible roofs in the building setback are allowed on Hub 2D and 2E per BOCC Resolution 2004-9.
³⁰ Unit 302 11/12 Unit A west property line setback of 10 feet for the purpose of construction of a deck as presented in site plan submitted 1-5-05.
³¹ If the use on Lot F1 is no longer an "Independent School" as approved by BOCC Resolution 2005-22 the parking will be reviewed by the County and parking may be increased as necessary to meet the Land Use Code requirements for the new industrial uses as allowed through the Low Intensity (I) Zone District or this Matrix for Lot F1.
³² North side yard setback is setback is 8.60-feet for the purpose of the alcove addition only. No other development shall be allowed within the 11.50-foot setback area. See IPA dated 10/10/06. (Lot 307)
³³ Southwest side yard setback has zero lot line setback for the purpose of a deck addition adjacent to Tract 508A. No other development is allowed within the 3-foot setback area on Lot 36A. See IPA dated July 10, 2015.
³⁴ North side yard setback, adjacent to Lot Hub 2AF, has a zero lot line setback for the purpose of a fire escape stairway on Building C, and two areas within the setback for dumpsters, one to service Building C and one to service Building B, per the approved Development Plan. No other development is allowed within the 10-foot setback area on Lot Hub 2B.
³⁵ West side yard setback has a zero lot line setback for the purpose of a deck encroaching onto Tract 511. No other development shall be allowed within the 5-foot rear yard setback area.
³⁶ 5-foot side setback shall be for uninhabited uses only, i.e. self-storage. The setbacks for all inhabited structures shall be per the Final Plat.



AGENDA ITEM - 4.n.

TITLE:

Notification of County Administrator's approval to spend \$35,247 for a new vehicle for the department of Social Services.

Presented by:

Time needed:

PREPARED BY:

Lynn Black, County Administrator

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

This was approved by Lynn Black, County Administrator. Due to the number of children/staff that need to travel for various reasons the current vehicle no longer is efficient for the dept. due to size and age.

FISCAL IMPACT:

This vehicle is not budgeted for the 2019, but 80% of the cost will be reimbursed by the State of Colorado. The remaining will be covered by the Social Services budget which they have available. Due to the vehicle being purchased through Colorado State Fleet Mang., three bids are not required.

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

Toyota Highlander bid

Upload Date

7/24/2019

Colorado State Fleet Management
2019 VEHICLE SPECIFICATIONS
Dealers Invitation to Bid

Page 1 of 3

8/28/2018

Class: Hybrid SUV's

Body Code: KH

PASS UTIL HYBRID (GAS/ELEC) 4X

Representative Models: 1: TOYOTA
3: NISSAN

HIGHLANDER
ROGUE

2: TOYOTA RAV4
4:

MAKE: TOYOTA MODEL: HIGHLANDER 4Y OEM MODEL #: 6964 TRIM LEVEL: LE OEM CODE: _____

STANDARD SPECIFICATIONS:

OEM CODE INDICATE ACTUAL DEALER SPECIFICATIONS

103	PASS: 5 PERSONS MIN.	7
111	DOORS: 4 FULL SIZE SIDE DOORS	STANDARD
140	TIRES: ALL SEAS M&S RADIAL	STANDARD
146	FULL SIZE SPARE TIRE MOUNTED	TEMPORARY
173	WHEELBASE: 103.0 IN. MIN	109.8
195	ENG MIN CYL: 4	3.5 V6
221	FUEL TANK: 14 GAL MIN	17.2
298	CRUISE CONTROL/TILT	STANDARD
300	AIR CONDITIONING - R134a	STANDARD
302	RADIO: AM/FM	STANDARD
307	POWER BRAKES & POWER STEERING	STANDARD VENTED DISC
308	ABS BRAKES	STANDARD VSC, TRAC, BA, EBD, SMART STOP
309	CONSOLE BETWEEN BUCKET SEATS	STANDARD
310	SEATS: CLOTH SEATS	STANDARD
320	FLOORING: CARPET	STANDARD
342	AIR BAG - DRIVER & PASSENGER	STANDARD 8 Air BAGS
350	STD ENG: SPECIFY	3.5 DO4C V6 D-4B VVT-i
400	MIRRORS: RIGHT AND LEFT	STANDARD
402	REAR WIPER	STANDARD
403	REAR WINDOW DEFROSTER	STANDARD
404	INTERMITTENT WIPERS	STANDARD
410	TRANSMISSION: AUTOMATIC	8 SPEED STANDARD
692	FOUR-WHEEL DR OR ALL WHEEL DR: SPECIFY	AWD
752	AXLE RATIO: SPECIFY	3.542:1
800	FLOOR MATS FRONT AND REAR	INCLUDED IN Bid
863	BACKUP CAMERA	STANDARD
910	PRIMARY FUEL: UNLEADED	STANDARD
991	STD MIN WRNTY - BUMPER TO BUMPER 3/36	STANDARD

approval by
* Lynn Black
Lynn Black, City Admin.

STANDARD VEHICLE BASE PRICE \$ 35247

AVAILABLE OPTIONS:

OEM CODE ACTUAL / COMMENTS

PRICE

143 TIRES: OPTION #1, LIST SIZE:

NOT AVAILABLE



AGENDA ITEM - 4.o.

TITLE:

Approval of Chair's signature on an amendment to the 2019 Engagement of Service Agreement for Michael J. Bordogna adding an hourly rate for any work he does on behalf of the county before his official start date of 9/1/2019.

Presented by:

Time needed:

PREPARED BY:

Amy Markwell, County Attorney

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Backup to follow.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			



AGENDA ITEM - 4.p.

TITLE:

Approval of Chair's signature on a letter of support for a grant request for Forethought.net to provide fiber in the Ski Ranches subdivision.

Presented by:

Time needed:

PREPARED BY:

Lynn Black

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

Letter of Support

Upload Date

7/26/2019



BOARD OF COMMISSIONERS

HILARY COOPER KRIS HOLSTROM LANCE WARING

July 24, 2019

Mr. Jawaid Bazzyar, President
Forethought.net
2347 Curtis Street
Denver, CO 80205

Dear Mr. Bazzyar:

San Miguel County supports your grant request to the Broadband Deployment Board to provide fiber in the Ski Ranches subdivision. This subdivision of 163 homes primarily comprised of local families who work in the Telluride area. Families living there have a difficult time with the lower speeds currently offered.

San Miguel County is working with Region 10 to put together a middle mile solution to our area. This project is what we hoped to be one of the outcomes – increased competition and capacity to the last mile.

Thank you for your consideration, and we hope to work with Forethought in the future to provide better internet service to our constituents.

Sincerely,
San Miguel County, Colorado
Board of Commissioners

Kris Holstrom, Chair



AGENDA ITEM - 5.a.

TITLE:

Approval of Chair's signature on Social Services Department Balance Sheet May 2019, Earned Revenue and Expenditures May 2019, Expenditures through Electronic Benefit Transfers June 2019, Check Register for the Month of June 2019, County Allocation/MOE Report MAY-2019, and 2019 Caseload Report/MOTION

Presented by: Carol Friedrich, County Social Services Director

Time needed: 20 mins

PREPARED BY:

Carol Friedrich

RECOMMENDED ACTION/MOTION:

Approval of Chair's signature on Social Services Department Balance Sheet May 2019, Earned Revenue and Expenditures May 2019, Expenditures through Electronic Benefit Transfers June 2019, Check Register for the Month of June 2019, County Allocation/MOE Report MAY-2019, and 2019 Caseload Report

Request for approval and authorization of Chair's signature on an Agreement Amendment No. 5 of the Intergovernmental Agreement with Department of Health Care Policy and Financing for the County Medicaid Incentive Program-On Consent Agenda

Request for approval and authorization of Chair's signature on a Core Services Plan for FY 2019-2020 for the Child Welfare Program-separate motion

INTRODUCTION/BACKGROUND:

Director's Update

County Incentives Contract Amendment - Medicaid

Core Services Plan Approval

FISCAL IMPACT:

.

Contract Number:	Date Executed	End Date	Department(s)
2019-077	6/26/2019		Social Services

Description:

ATTACHMENTS:

Description	Upload Date
July Financials	7/11/2019
Core Service Plan	7/24/2019

DEPARTMENT OF SOCIAL SERVICES

SAN MIGUEL COUNTY
PO BOX 96
TELLURIDE, CO 81435
phone (970) 728-4411
fax (970) 728-4412

I, Carol Friedrich, Director of Social Services of San Miguel County, Colorado, hereby present the attached financial reports:

Balance Sheet, May 2019
Earned Revenue and Expenditures, May 2019
Expenditures through Electronic Benefit Transfers June 2019
Check Register, June 2019
County Allocation / MOE Report, MAY-19

2019 Caseload Report

and certify that detailed, additional financial reports are available for inspection.



Carol Friedrich, July 31, 2019

I, _____, Chair of San Miguel County Board of Commissioners, hereby certify that the payments that are listed and set forth on the attached reports have been approved, and the payments issued from the Social Services fund.

Chair, July 31, 2019

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
BALANCE SHEET
MAY 2019

ASSETS:

CASH:

101.1000	CASH - GENERAL	59,351.27	
101.2000	CASH - IV-E RESERVES	0.00	
101.3000	CASH - PARENTAL FEES	6,792.09	
101.4000	CASH - CSBG	0.00	
101.5000	CASH - PETTY	50.00	
101.4381	CASH - CBMS	0.00	
115.1000	A/R - TANF	15,916.57	
115.2000	A/R - AND	687.00	
115.3000	A/R - OAP	571.50	
115.4000	A/R - CC	0.00	
115.5000	A/R - LEAP	0.00	
115.6000	A/R - MEDICAID	0.00	
115.7000	A/R - FOOD ASSISTANCE	18,138.54	
115.8000	A/R - CHILD SUPPORT	125,549.19	
115.9000	A/R - ERRONEOUS DISBURSEMENTS	0.00	
	TOTAL CASH		227,056.16

DUE TO DUE FROM

132.4200	DTDF - TANF	3,945.38	
132.2300	DTDF - CHILD CARE	(45.59)	
132.2500	DTDF - CORE	0.00	
132.1210	DTDF - CHILD WELFARE	8,231.50	
132.M100	DTDF - MEDICAID	8,998.65	
132.7000	DTDF - ADMIN	5,426.79	
132.4011	DTDF - NON ALLOCATED ADMIN	(61.81)	
132.1010	DTDF - ADULT PROTECTION	474.13	
132.8000	DTDF - CHILD SUPPORT	681.63	
132.6300	DTDT - FA JOB SEARCH	0.00	
132.5000	DTDF - LEAP	156.00	
132.4800	DTDF - AND	(43.40)	
132.4600	DTDF - HOME CARE ALLOWANCE	0.00	
132.4050	DTDF - OAP ADMIN	351.17	
132.9700	DTDF - TANF WORK PARTICIPATION	0.00	
132.8500	DTDF - TANF COLLECTIONS	23.00	
132.1296	DTDF - FA COLLECTIONS	0.00	
132.9800	DTDT - COST ALLOCATION	0.00	
132.9430	DTDF - STATE INCENTIVES	1,384.50	
132.9450	DTDF - FEDERAL INCENTIVES	84.80	
132.0000	DTDF - ADVANCES	0.00	
132.0310	DTDF - IV-E SANCTIONS	0.00	
132.1296	DTDF - CW DISCRETIONARY GRANT	0.00	
132.1590	DTDF - PARENTAL FEE	0.00	
132.9820	DTDF - CO. ONLY PASS THRU	(70.86)	
	TOTAL DUE TO DUE FROM		29,535.89

FIXED ASSETS

		18,749.00	
	TOTAL ASSETS		18,749.00
			275,341.05

LIABILITIES:

215.1000	A/R CONTRA - TANF	(15,916.57)
215.2000	A/R CONTRA - AND	(687.00)
215.3000	A/R CONTRA - OAP	(571.50)
215.4000	A/R CONTRA - CC	0.00
215.5000	A/R CONTRA - LEAP	0.00
215.6000	A/R CONTRA - MEDICAID	0.00
215.7000	A/R CONTRA - FOOD ASSISTANCE	(18,138.54)
215.8000	A/R CONTRA - CHILD SUPPORT	(125,549.19)
215.9000	A/R CONTRA - ERRONEOUS DISBURSEMENTS	0.00
220.4000	DEFERRED REVENUE - IV-E	0.00
220.5000	DEFERRED REVENUE - PARENTAL	(6,792.09)
220.6000	DEFERRED REVENUE - CSBG	0.00
220.4381	DEFERRED REVENUE - CBMS	0.00
220.7000	A/P - INDIRECT COST ALLOCATION	0.00
220.8200	DEFERRED REVENUE IV-D FED INC	0.00
221.1000	SUSPENSE - MISC	(2,966.78)
221.2000	SUSPENSE - MT	0.00
221.4000	SUSPENSE - TEFAP	0.00
		<hr/>
	TOTAL LIABILITIES	(170,621.67)

RESERVE:

FUND BALANCE AS OF 12/31/18	(85,970.38)
	<hr/> (18,749.00)
TOTAL RESERVE	<hr/> (104,719.38)
TOTAL LIABILITIES AND RESERVE	<hr/> (275,341.05)

SAN MIGUEL COUNTY DSS
EARNED REVENUE YTD 100%
MAY 2019

	REVISED BUDGET	YTD REVENUES EARNED	% OF REVENUES COLLECTED
CURRENT PROPERTY TAX	127,600.00	102,011.71	80%
SPECIFIC OWNERSHIP	4,000.00	2,260.94	57%
DELINQUENT & INTEREST	700.00	112.77	16%
 COLORADO WORKS			
ADMIN	35,000.00	29,735.51	85%
GRANTS	35,000.00	6,828.28	20%
 CHILD CARE			
ADMIN	10,000.00	3,817.13	38%
CLIENT BENEFITS	48,000.00	39,998.04	83%
 CHILD WELFARE			
CHILD WELFARE 80/20	207,000.00	131,903.19	64%
CHILD WELFARE 100%	35,000.00	136.04	0%
IV-E SANCTIONS		0.00	
CW - DISCRETIONARY GRANT		0.00	
 COUNTY ADMINISTRATION	75,000.00	30,864.40	41%
HCPF - MEDICAID	54,000.00	25,012.14	46%
ADULT PROTECTION	12,000.00	2,826.33	24%
ADULT PROTECTION CLIENT	1,600.00	0.00	0%
 CW CORE SERVICES 80/20	20,000.00	0.00	0%
CW CORE DAY TREATMENT 100%	24,800.00	8,333.35	34%
 CHILD SUPPORT	7,700.00	3,900.73	51%
 LEAP			
ADMIN/OUTREACH	450.00	442.00	98%
BASIC	50,000.00	23,437.37	47%
 OAP			
HOME CARE ALLOWANCE		0.00	
ADMIN	5,500.00	2,387.86	43%
GRANTS	40,000.00	14,985.02	37%
 AID TO NEEDY DISABLED	9,600.00	492.80	5%
 MEDICAID TRANSPORTATION	20,000.00	4,775.58	24%
FS JOB SEARCH/EMPLOYMENT 1ST		0.00	
FOOD ASSISTANCE BENEFITS	500,000.00	116,474.22	23%
GRANTS/INCENTIVES	8,000.00	984.12	12%
RETAINED COLLECTIONS	500.00	336.11	67%
COUNTY BACKFILL	30,000.00	0.00	0%
TOTAL BUDGETED REVENUES	1,361,450.00	552,055.64	41%

SAN MIGUEL COUNTY DSS
EXPENDITURES YTD 100%
MAY 2019

	REVISED BUDGET	EXPENDITURES YTD	% OF BUDGET EXPENDITURES SPENT
TANF			
ADMIN	40,000.00	33,223.49	83%
GRANTS	40,000.00	9,261.97	23%
CHILD CARE			
ADMIN	10,000.00	3,817.13	38%
CLIENT BENEFITS	58,000.00	43,623.80	75%
CHILD WELFARE			
CHILD WELFARE 80/20%	250,000.00	166,569.61	67%
CHILD WELFARE 100%	35,000.00	136.04	0%
CW - DISCRETIONARY GRANT	0.00	0.00	
PSSF		0.00	
COUNTY ADMINISTRATION	97,500.00	38,580.56	40%
HCPF - MEDICAID	71,000.00	28,808.58	
NON ALLOCATED ADMIN		309.05	
ADULT PROTECTION	15,000.00	3,532.91	24%
ADULT PROTECTION CLIENT	2,000.00	0.00	0%
CW CORE SERVICES 80/20	25,000.00	776.05	3%
CW CORE DAY TREATMENT 100%	24,800.00	8,333.35	0%
CHILD SUPPORT	10,000.00	4,675.81	47%
LEAP			
LEAP ADMIN/OUTREACH	450.00	442.00	98%
LEAP BASIC BENEFITS	50,000.00	23,437.37	47%
OAP			
OAP HOME CARE ALLOWANCE		0.00	
OAP ADMIN	5,500.00	2,387.86	43%
OAP GRANTS	40,000.00	14,985.02	37%
AID TO NEEDY DISABLED	12,000.00	616.00	5%
FS JOB SEARCH/EMPLOYMENT 1ST		0.00	
GENERAL ASSISTANCE	10,000.00	4,045.59	40%
MEDICAID TRANSPORTATION	20,000.00	3,886.48	19%
FA REFUNDS		0.00	
FOOD ASSISTANCE BENEFITS	500,000.00	116,474.22	23%
DIRECT COST ALLOCATION	(8,500.00)	(2,396.70)	28%
COUNTY FUNDED GRANTS	53,500.00	42,126.94	79%
PROGRAM EXPENDITURES (NOT IDENTIFIED)			
TOTAL BUDGETED EXPENDITURES	1,361,250.00	547,653.13	40%

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
CHECK REGISTER
JUNE 2019

Warrant No.	Date	To	WARRANT AMOUNT
DR	7-Jun	PAYROLL	14,331.10
DR	7-Jun	AT&T	75.06
DR	7-Jun	CHP - JUNE	7,955.25
DR	7-Jun	LINCOLN FINANCIAL	132.57
DR	7-Jun	COERA	728.36
30756	17-Jun	VISA	\$140.29
30757	17-Jun	BAKED IN TELLURIDE	\$600.00
30758	17-Jun	VOID	\$0.00
30759	17-Jun	MONTROSE COUNTY CSEU	\$800.00
30760	17-Jun	XEROX	\$165.43
30761	17-Jun	WELLS FARGO	\$67.20
30762	17-Jun	JILL BETZ	\$274.92
30763	17-Jun	CCI	\$111.00
30764	17-Jun	SAN MIGUEL COUNTY FINANCE	\$300.00
30765	17-Jun	OURAY COUNTY DSS	\$140.00
30766	17-Jun	KUMON	\$810.00
30767	17-Jun	NEMT	\$277.20
30768	17-Jun	NEMT	\$383.01
30769	17-Jun	NEMT	\$147.84
30770	17-Jun	NEMT	\$597.31
30771	17-Jun	NEMT	\$127.60
30772	17-Jun	CENTURY LINK	\$64.82
30773	17-Jun	TO RECIEPT SMC NEMT	\$1,532.96
			(\$1,532.96)
30774	18-Jun	OURAY COUNTY DSS	\$1,851.00
		PAYROLL	\$14,546.40
	20-Jun	CENTURY LINK	22.64
		TOTAL	<u><u>44,649.00</u></u>

SAN MIGUEL COUNTY DSS
EXPENDITURES THROUGH ELECTRONIC BENEFIT TRANSFER
JUNE 2019

	CASES	TOTAL COST
TANF(Temporary Aid to Needy Families)	4	1,738.00
OAP(Old Age Pension)	9	2,820.00
AND(Aid to Needy Disabled)	0	0.00
CHILD CARE	23	9,945.60
CHILD WELFARE	5	8,148.96
CORE SERVICES	0	0.00
FOOD ASSISTANCE	129	23,310.00
LEAP(Low-income Energy Assistance Program)	0	0.00
	<hr/>	<hr/>
TOTALS	170	45,962.56
	<hr/>	<hr/>

San Miguel County Allocation / MOE Report

Period: MAY-19

CTY=113 (San Miguel)

	<i>FY BUDGET BALANCES</i>	<i>FY ACTUAL EXPENDITURES</i>	<i>FUNDS AVAILABLE</i>	<i>BUDGET VS ACTUALS FY VARIANCE</i>
COLORADO WORKS BLOCK GRANT	102,173.52	90,509.47	11,664.05	88.58
NET COLORADO WORKS MOE	0.00	12,579.74	(12,579.74)	n/m
CHILD CARE ALLOCATION				
CHILD CARE DIRECT	85,191.48	79,925.33	5,266.15	93.82
CHILD CARE ADMINISTRATION	0.00	8,853.39	(8,853.39)	n/m
TOTAL CHILD CARE ALLOCATION	85,191.48	88,778.72	(3,587.24)	104.21
NET CHILD CARE COUNTY MOE	8,701.80	7,976.67	725.13	(91.67)
CHILD CARE TANF TRANSFER	0.00	0.00	0.00	n/m
CHILD WELFARE ALLOCATION:				
CHILD WELFARE 80/20 ALLOCATION ITEMS:				
CHILD WELFARE OUT-OF-HOME ALLOCATION	238,200.48	106,106.36	132,094.12	44.54
CHILD WELFARE ADMIN 80/20	0.00	219,815.12	(219,815.12)	n/m
CHILD WELFARE CASE SERVICES	0.00	9,287.39	(9,287.39)	n/m
CHILD WELFARE RELATED CHILD CARE	0.00	13,306.69	(13,306.69)	n/m
TOTAL CHILD WELFARE 80/20 ALLOCATION	238,200.48	348,515.56	(110,315.08)	146.31
CHILD WELFARE 100% ADMINISTRATION *	24,039.00	399.11	23,639.89	1.66
TOTAL CHILD WELFARE 80/20 AND 100% ALLOCATION	262,239.48	348,914.67	(86,675.19)	133.05
CHILD WELFARE TRCCF ALLOCATION	0.00	0.00	0.00	n/m
CHILD WELFARE CHRP ALLOCATION *	5,199.84	0.00	5,199.84	0.00
CHILD WELFARE PRTE - FFS *	8,685.96	96.96	8,589.00	1.12
TOTAL CHILD WELFARE ALLOCATION	276,125.28	349,011.63	(72,886.35)	126.40
CDHS ADMINISTRATION ALLOCATION	75,659.64	81,347.89	(5,688.25)	107.52
TOTAL CDHS ADMINISTRATION ALLOCATION	75,659.64	81,347.89	(5,688.25)	107.52
HCPF REGULAR ADMINISTRATION ALLOCATION	17,156.16	30,577.27	(13,421.11)	178.23

MOE

HCPF ENHANCED ADMINISTRATION ALLOCATION	33,579.12	29,395.10	4,184.02	87.54
ADULT PROTECTION ADMINISTRATION ALLOCATION	15,171.24	8,363.17	6,808.07	55.13
ADULT PROTECTION CLIENT NEEDS ALLOCATION	2,000.04	500.00	1,500.04	25.00
CORE SERVICES ALLOCATION:				
CORE SERVICES MENTAL HEALTH 100%	0.00	1,800.00	(1,800.00)	n/m
CORE SERVICE ADAD 100%	0.00	0.00	0.00	n/m
CORE SERVICES SPECIAL ECONOMIC ASSIST 100%	642.84	118.03	524.81	18.36
CORE SERVICES OTHER 100%	27,309.60	18,333.37	8,976.23	67.13
CORE SERVICES 80/20	14,981.40	9,887.50	5,093.90	66.00
TOTAL CORE SERVICES ALLOCATION	42,933.84	30,138.90	12,794.94	70.20
EMPLOYMENT FIRST 80/20 PARTICIPANT REIMB	0.00	0.00	0.00	n/m
EMPLOYMENT FIRST 100%	0.00	304.88	(304.88)	n/m
FEDERAL FISCAL YEAR PROGRAMS (ENDING SEPT 30): **				
PROMOTING SAFE & STABLE FAMILIES (IV-B SUB-PT 2)	0.00	0.00	0.00	n/m
CHAFEE FOSTER CARE GRANT (ALIVE/E)	0.00	0.00	0.00	n/m
LEAP ADMINISTRATION ALLOCATION	0.00	0.00	0.00	n/m
LEAP OUTREACH ALLOCATION	0.00	442.00	(442.00)	n/m
NON-FISCAL YEAR PROGRAMS: **				
* NOTE: Allocations for Child Welfare 100%, CHRP, PRTE - Care Policy & Financing in addition to those allocated fr				
** - NOTE: Expenditures Refer to State Fiscal Year-To-Dat				

SAN MIGUEL COUNTY BOARD OF SOCIAL SERVICES
CASELOAD REPORT 2019

	TANF	DIVER- SION	O.A.P + HCA	AND,SSI +SSA	HCBS	MED	LEAP	CHILD CARE	FS	GA	TOTAL
July 2018	3	0	10	99	15	756	0	23	151	2	1059
August 2018	3	0	9	99	16	761	0	23	149	2	1062
September 2018	4	0	8	96	16	727	0	24	147	2	1024
October 2018	4	0	6	93	17	711	0	24	142	1	998
November 2018	3	1	7	89	18	686	21	24	145	3	997
December 2018	1	0	8	88	18	679	24	25	150	0	993
January 2019	2	0	8	93	17	687	34	25	143	0	1009
February 2019	3	0	9	99	15	695	40	25	140	3	1029
March 2019	4	0	9	90	15	693	42	24	135	0	1012
April 2019	4	0	9	88	16	673	45	24	131	1	991
May 2019	3	0	9	88	16	690	0	23	143	0	972
June 2019	3	0	9	88	17	655	0	23	140	3	938
TANF	Temporary Need to Aid to Needy Families (Colorado Works)					LEAP		Low Income Energy Assistance Program			
DIVERSION	Colorado Works Diversion Program					CHILD CARE		Child Care Assistance Program			
OAP + HCA	Old Age Pension + Home Care Allowance					FS		Supplemental Nutrition Assistance Program			
AND, SSI, SSA	Aid to Needy Disabled, Social Security							(AKA Food Stamps)			
HCBS	Home Care Based Services					EF		Employment First			
MED	Medicaid					GA		General Assistance			

7/11/2019

REQUEST FOR STATE APPROVAL OF PLAN

Since this is the first year of a the three-year Core Services Plan, all signatures on this page are required.

This Core Services Plan is hereby submitted for Ouray and San Miguel counties for the period contract years June 1, 2019, through May 31, 2020 fiscal years July 1, 2019, through June 30, 2020. The Plan includes the following:

- Completed "Statement of Assurances";
- Completed program description of each proposed "County Designed Service";
- Completed "Information on Fees" form;
- Completed "Overhead Cost" form (Optional);
- Completed "State Board Summary";
- Completed "100% Funding Summary" form; and
- Completed "Final Budget Page".

This Core Services Program Plan has been developed in accordance with State Department of Human Services rules and is hereby submitted to the Colorado Department of Human Services, Division of Child Welfare for approval. If the enclosed proposed Core Services Program Plan is approved, the Plan will be administered in conformity with its provisions and the provisions of State Department rules.

The person who will act as primary contact person for the Core Services Plan is, Carol Friedrich and can be reached at telephone number (970)626-2299 X305 or (970)369-5478, and e-mail at carol.friedrich@state.co.us.

If two or more counties propose this plan, the required signatures below are to be completed by each county, as appropriate. Please attach an additional signature page as needed.



7/11/19

Signature, DIRECTOR, COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES

DATE

Signature, CHAIR, PLACEMENT ALTERNATIVES COMMISSION

DATE



7/25/19

Signature, CHAIR, OURAY BOARD OF COUNTY COMMISSIONERS

DATE

Signature, CHAIR, SAN MIGUEL BOARD OF COUNTY COMMISSIONERS

DATE

Please check here if your county does not have a Placement Alternative Commission: ☐



AGENDA ITEM - 5.b.

TITLE:

Request for approval and authorization of Chair's signature on a Core Services Plan for FY 2019-2020 for the Child Welfare Program./MOTION

Presented by: Carol Friedrich, County Social Services Director

Time needed:

PREPARED BY:

Carol Friedrich

RECOMMENDED ACTION/MOTION:

Request for approval and authorization of Chair's signature on a Core Services Plan for FY 2019-2020 for the Child Welfare Program

INTRODUCTION/BACKGROUND:

Core Services Plan Approval

FISCAL IMPACT:

.

Contract Number:	Date Executed	End Date	Department(s)
2019-077	6/26/2019		Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description
Core Service Plan

Upload Date
7/24/2019

REQUEST FOR STATE APPROVAL OF PLAN

Since this is the first year of a the three-year Core Services Plan, all signatures on this page are required.

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If two or more counties propose this plan, the required signatures below are to be completed by each county, as appropriate. Please attach an additional signature page as needed.




7/11/19

Signature, DIRECTOR, COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES

DATE

Signature, CHAIR, PLACEMENT ALTERNATIVES COMMISSION

DATE



7/25/19

Signature, CHAIR, OURAY BOARD OF COUNTY COMMISSIONERS

DATE

Signature, CHAIR, SAN MIGUEL BOARD OF COUNTY COMMISSIONERS

DATE

Please check here if your county does not have a Placement Alternative Commission: ☐



AGENDA ITEM - 6.a.

TITLE:

10:00 a.m. Public Hearing: Substantial Plat and PUD Amendment- - TSG Ski & Golf LLC, Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD (PUD), in Affordable Housing PUD Zone District, to modify some of the lot lines between certain lots, to amend the PUD Development Plan Land Use Matrix, and to change certain allowed uses, from single-family residences to duplexes and/or triplexes and vice versa. MOTION/ADOPTION OF RESOLUTION

Presented by: Kaye Simonson, Planning Director

Time needed: 45 mins

PREPARED BY:

Kaye Simonson, Planning Director

RECOMMENDED ACTION/MOTION:

To continue the Public Hearing to July 31, 2019, board meeting at 10:00 a.m.

INTRODUCTION/BACKGROUND:

See attached memo and information.

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

TSG Public Hearing Documents

Draft Resolution

Upload Date

7/24/2019

7/24/2019

Public Hearing Record
County Planning Commission

Application: TSG Ski & Golf LLC

Substantial Plat and PUD Amendment for the Q Lots and Sunshine Valley

Date: July 31, 2019 **Items in bold received after the June 12, 2019 CPC meeting**

1. San Miguel County Land Use Code (Adopted 11/30/90) with all amendments to date (By Reference Only).
2. San Miguel County Comprehensive Development Plan (Adopted 8/3/78) with all amendments to date (By Reference Only).
3. **Memorandum to the San Miguel County Board of County Commissioners from Kaye Simonson, Planning Director dated July 31, 2019.**
4. **Memorandum to the San Miguel County Board of County Commissioners from Kaye Simonson, Planning Director dated July 17, 2019.**
5. **Draft Minutes of the June 12, 2019 County Planning Commission meeting.**
6. Memorandum to the San Miguel County Planning Commission from Kaye Simonson, Planning Director dated June 12, 2019.
7. Application submitted by Stephanie Solomon, General Counsel, TSG Ski & Golf LLC, owner of Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35 and Sunshine Valley Lots SV110, SV120 and SV130 Lawson Hill PUD, received April 24, 2019, and **email update received July 8, 2019.**
8. Applicant's Certifications of Compliance with the public noticing requirements of the San Miguel County Land Use Code Section 3-9 dated May 15, 2019 and **June 21, 2019.**
9. Public Meeting and **Public Hearing** Notices published in the Norwood Post and Telluride Daily Planet on June 5, 2019, and **July 17, 2019.**

AGENCY COMMENTS

10. Review Memorandum received from Dan Quigley, County Engineer, DOWL, to Kaye Simonson, County Planning Director dated May 27, 2019.
11. Email received from Jim Boeckel, Fire Marshal/ Battalion Chief Telluride Fire Protection District to John Huebner, County Associate Planner dated May 3, 2019.
12. Letter received from Nate Smith, Attorney representing Two Rivers HOA and Sunshine Valley HOA, to Kaye Simonson, County Planning Director dated May 23, 2019.

M E M O R A N D U M

TO: San Miguel County Board of County Commissioners
FROM: Kaye Simonson, AICP, Planning Director
RE: TSG Ski & Golf LLC Substantial Plat and PUD Amendment for the Q Lots and Sunshine Valley
DATE: July 31, 2019 [Z:\Applications\2019_TSG Ski and Golf_SPP_Lawson Hill_Q Lots]

Proposal

Substantial Plat and PUD Amendment: TSG Ski & Golf LLC, Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD (PUD), in the Affordable Housing PUD Zone District, to modify some of the lot lines between certain lots, to amend the PUD Development Plan Land Use Matrix, to change certain allowed uses, from single-family residences to duplexes and/or triplexes and vice versa.

Background

The Two Rivers residential area in Ilium consists of three subdivisions, Two Rivers, Sunshine Valley, and the Q Lots, replats of the P and Q lots that are part of the Lawson Hill Affordable Housing PUD. The first PUD plat was completed in 1996. There have been a number of replats over the years, with the most recent affecting the Q lots filed December 7, 2006.

On September 18, 2017, the Board of County Commissioners/San Miguel County Housing Authority approved an exception agreement (“Original Exception Agreement”), and on March 25, 2019, the Board of County Commissioners/San Miguel County Housing Authority approved an “Amended and Restated Exception Agreement and Affordable Housing Covenant, Equitable Servitude, and Real Covenants [Q-Lots and Sunshine Valley Lots],” (Exception Agreement), which superseded and replaced, in its entirety, the Original Exception Agreement. The Exception Agreement permits TSG Ski & Golf LLC (TSG) to own and develop certain Ilium Q lots as well as three Sunshine Valley lots. TSG is not a qualified owner under the affordable housing regulations (LUC Section 5-1305 C.1). It is their desire to develop the lots as affordable housing. for TSG employees and other qualified employees. In approving the Exception Agreement, the BOCC recognized that TSG’s ownership and development of the lots will further the County’s affordable housing goals. The Exception Agreement also allows the transfer of density from some of the Sunshine Valley lots to the Q lots.

As required by the Exception Agreement, TSG has prepared a Substantial Plat and PUD Amendment (“Replat”). Pursuant to the Replat, TSG is proposing 16 single family homes, 6 duplexes and 1 triplex. Overall, TSG is proposing a total of 31 dwelling units – 27 on the Q Lots and 4 on the SV lots (2 duplexes each on SV110 and SV120). In all, there would be 16 single-family homes, 6 duplexes with 12 units, and one triplex with 3 units. The number of for-sale units is 12, which consists of 8 single family homes and 2 of the duplexes. The remainder of the units would be rentable. The Exception Agreement allows TSG to switch some unit designations during the development phase, i.e. from single family to duplex or duplex to single family, except for 8 of the single-family homes because of their location. The single family homes which must be for sale only are those that will be built on Q Lots 2R, 8R, 9R, 10R, 12R, 13R,

20R, and 21R. Only TSG will have the ability to rent units; all other owners must be qualified employees and occupy their units, as required by the deed restriction.

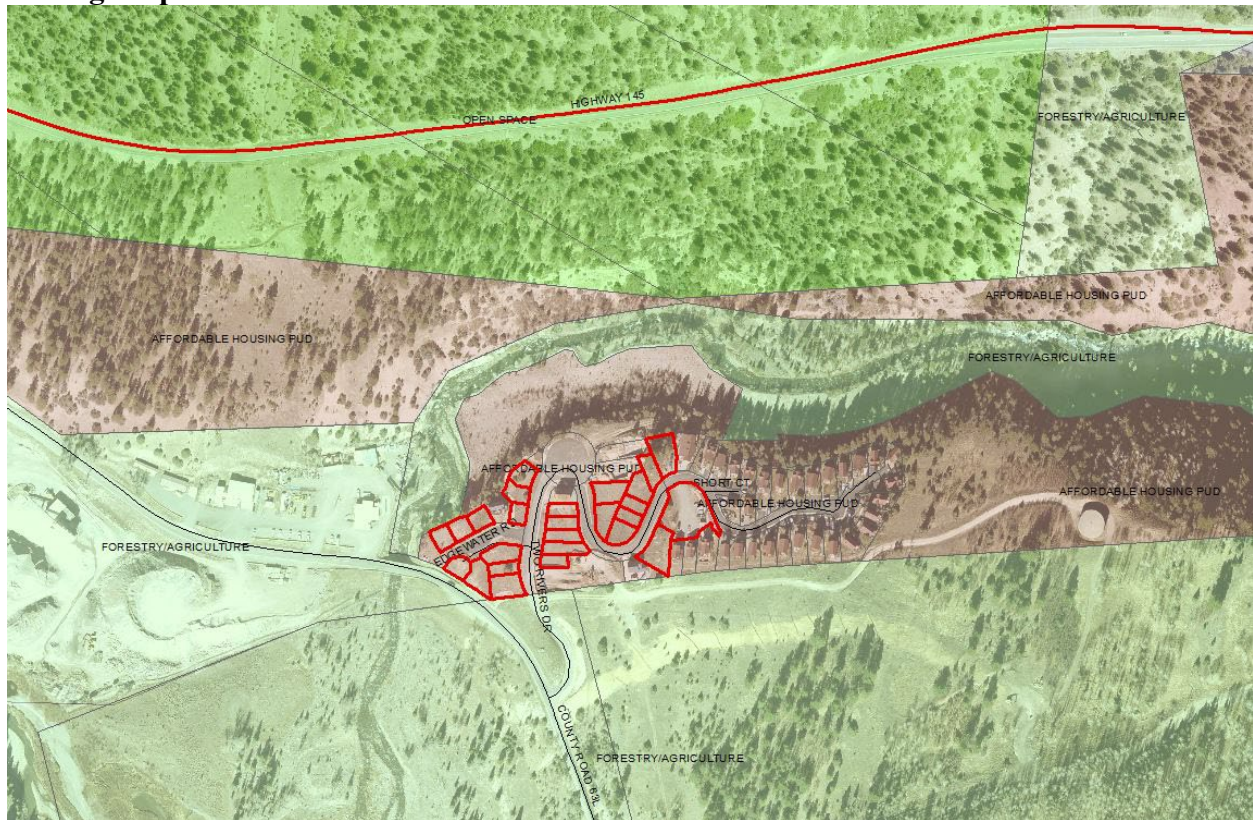
The following table lists the proposed unit type for each lot, and whether that particular unit type will be sold or rented.

Lot #	Unit Type	Sale/Rental
Q2R	SF	Sale
Q4R	TRIPLEX	Rental
Q5R	DUPLEX	Rental
Q8R	SF	Sale
Q9R	SF	Sale
Q10R	SF	Sale
Q12R	SF	Sale
Q13R	SF	Sale
Q14R	SF	Rental
Q16R	SF	Rental
Q17R	SF	Rental
Q19R	SF	Rental
Q20R	SF	Sale
Q21R	SF	Sale
Q29R	SF	Rental
Q30R	SF	Rental
Q31R	SF	Rental
Q32R	DUPLEX	Rental
Q33R	DUPLEX	Rental
Q34R	DUPLEX	Rental
Q35R	SF	Rental
SV110	DUPLEX	Sale
SV120	DUPLEX	Sale

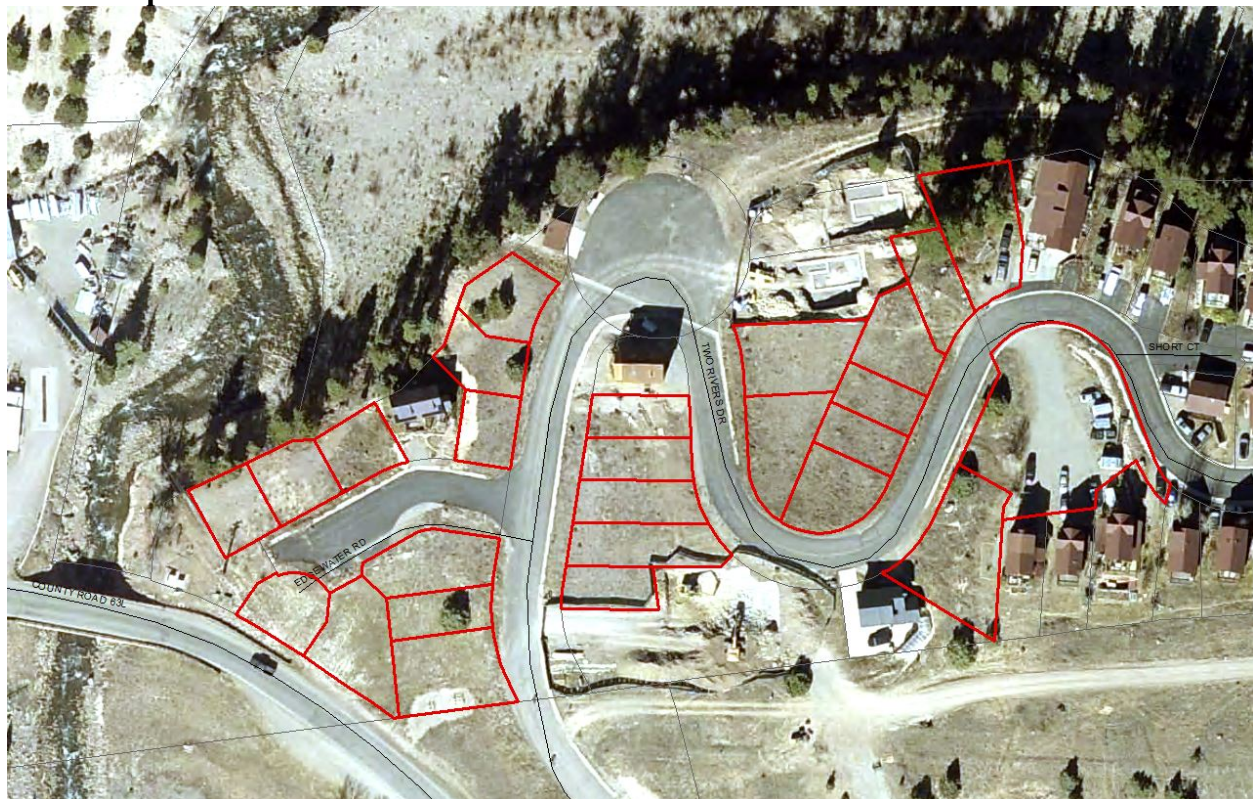
Location Map (TSG lots shown in red)



Zoning Map



Aerial Map



The proposed Plat and PUD Amendment shows 23 parcels for development, containing a total of 31 units. Additionally, there are 4 lots identified as “Open Space.” These lots are intended to serve a variety of subdivision purposes, including parking, trash storage, and utilities. The proposed Tract OS-SV130 is especially notable in that it provides access to 2 lots as well as parking and trash storage for the area. It is the intent of TSG to transfer SV130 to the Two Rivers HOA, for no consideration, who may develop other community-serving uses on the site. The lots identified as “Open Space” do not meet the Land Use Code definition of open space, and it is recommended that the designation be changed to “Outlots,” with appropriate plat notes to describe the intended uses of the 4 parcels. TSG has indicated it is amenable to making this change.

There are a number of easements throughout the area for access, utilities, parking, drainage, and trash. Some easements that are not necessary will be vacated by the plat. Where necessary, new easements will be created. The County Engineer has reviewed the proposed replat and determined the lot line adjustments and easement vacations do not impact stormwater drainage. All infrastructure (roads, water, sewer, utilities) have been installed.

TSG’s proposed Replat shows an updated Land Use Matrix in the PUD Development Plan which has been amended to match the type of units described and approved in the Exception Agreement. For example, Lot Q5 is currently identified as a single family lot, with a maximum residential floor area of 1,200 s.f. Lot Q5R will become a duplex parcel, with a maximum residential floor area of 2,050 s.f. Lot Q17 is currently approved as a duplex containing 1,800 s.f., and Lot Q17R will have a single family residence with a maximum floor area of 1,500 s.f. In all, the PUD amendment reduces the total number of units from 38 to 31, with the zoned population going from 107 to 100. The maximum residential floor area will be reduced from 40,670 s.f. to 36,100 s.f. The floor area within the Q lots does increase, corresponding with the shift in density, but there is a substantial reduction within the Sunshine Valley lots, which are those that would have the most impact on existing residents. The setback and height limits are unchanged, and two parking spaces will continue to be provided for each dwelling. Additionally, there are 16 extra parking spaces located within 3 parking easements providing guest and overflow parking.

NEW DISCUSSION:

Subsequent to the Planning Commission hearing, a question was raised regarding what would happen to the zoned population that was not being used by TSG for this development. Specifically, with the reduction in total units and redistribution of unit types, population representing 7 people will not be used in the TSG development. The total floor area is also being reduced by about 4,500 s.f. Total planned population is important because it is used to determine availability of water and sewer service, as well as traffic impacts. Over the years, there have been a few instances within the Lawson Hill PUD where population has been transferred from one parcel to another. Transfers may be for the purpose of creating additional units on another property, or to allow people to add on to their homes. For example, someone on a parcel limited to 2 people and 900 s.f. might acquire population for an additional person, and 300 s.f. of floor area associated with that person, in order to expand their home to 1,200 s.f. with a planned population of 3 people. These transfers have been approved as Insubstantial PUD Amendments or Substantial PUD Amendments, depending on the location and other specifics of the request.

Staff discussed the disposition of the remaining zoned population with the applicant, who stated that TSG would like to retain the ability to transfer that population to other affordable housing projects within the County. Staff recommends that any such transfer be limited to properties zoned AHPUD. Such properties could be owned by TSG, or TSG could transfer rights to other property owners. A population of 7 represents 2-3 additional dwelling units, depending on unit size. Alternatively, all or part of that population could be distributed to other existing lots to allow additions. At the time of approval of the transfer, the associated floor area related to the density transfer would be specified, for a total not to exceed 4,500 s.f. If TSG were to transfer population to another party, it would be at a price mutually agreed upon by those two parties.

Public Noticing

As required by C.R.S. § 30-28-106(1), a Notice of Public Meeting was published in the Telluride Daily Planet and in the Norwood Post on Wednesday, June 5, 2019 for the Planning Commission meeting and on July 17, 2019 for the Board of County Commissioners hearing. Public Notice and the required posting was also completed by TSG on May 15, 2019 for the Planning Commission meeting and on June 21, 2019 for the Board of County Commissioners hearing.

Referral Agencies

The application was referred to the County Administrator, County Surveyor, County Attorney, County Road and Bridge Department, County Engineer, Town of Telluride, Town of Mountain Village, Telluride R-1 School District, Telluride Fire Protection District, San Miguel Regional Housing Authority, the Ilium Park POC, and the Two Rivers HOA.

Dan Quigley, Dowl Engineering as County Engineer, had no issues with the proposed lot line adjustments and easement vacations as related to storm water drainage. He did note that disturbance of any area greater than one acre would require a new stormwater discharge permit. Since all infrastructure and subdivision-level site development is already complete, it is not expected that a new permit will be necessary.

Jim Boeckel, Telluride Fire Marshal, Telluride Fire Protection District, had no objections to the PUD and plat amendment.

Nate Smith, Smith Law Firm, provided a letter on behalf of the Two Rivers Homeowners Association and the Sunshine Valley Condominiums Owners Association. He requested that SV Lot 130 not be designated as an “open space” parcel, as discussed above, and instead be identified as an outlot. He also noted that with buildout of the lots, and with limited parking along Two Rivers Drive, the Associations and TSG should work to identify snow storage locations, i.e. on proposed Tracts OS-14R, OS-32R, and OS-SV130. As a side note, the Two Rivers HOA and TSG have a separate agreement as relates to the development of these lots; that agreement is generally consistent with the proposed replat.

Following the Planning Commission meeting, Tom Kennedy on behalf of the Ilium Park POC verbally requested that the final plat not be recorded until the will-serve letter for water and sewer service from Ilium Park POC is finalized. At this time, a draft letter has been submitted.

Public Comments

As of the writing of this report, no written public comments have been received. Prior to the Planning Commission meeting, staff had several verbal requests for additional information.

Review Standards

An application for a Substantial PUD and Plat Amendment is considered using the review standards of Section 5-15, Final Plat and Planned Unit Development (PUD) Amendments, and Section 5-18 Land Use Code Amendments and Rezoning, as follows:

5-1503 Substantial Amendment

Any amendment that is not insubstantial according to the criteria in Section 5-1502 shall be approved pursuant to the procedures in Section 3-601, and the submission contents and standards for final plat review and the standards in this section (refer to section 3-702 C. for procedures and Section 4-5 for submission contents).

5-1503 A. The proposed amendments must be consistent with the approved sketch plan subdivision approval, however in the absence of a valid sketch plan approval the amendment shall be compared to the preliminary plat;

The proposed amendment is consistent with the approved final PUD and Plat.

5-1503 B. The proposed amendment must be necessary to achieve the intent and purposes of the Planned Unit Development (PUD); and

The intent and purpose of the PUD is to provide affordable housing for local employees. The proposed amendment as well as the approved Exception Agreement continues to meet that purpose.

5-1503 C. The proposed amendment must be consistent with the standards of Section 5-1803.

See below.

5-1803 Rezoning

Rezoning may be initiated by the County or by persons who are residents of, or own property in, San Miguel County subject to compliance with the standards in this Section. Refer to Sections 3-6 and 4-6 for procedures and submission contents.

5-1803 A. The Planning Commission and the Board of County Commissioners shall approve or disapprove rezoning on the basis of whether the proposed rezoning:

- I. Conflicts with any applicable Sections of the Land Use Code;
- II. Is consistent with the San Miguel County Comprehensive Development Plan;

- III. Is compatible with surrounding Zone Districts and land uses, considering existing land use and neighborhood characteristics;
- IV. Would result in demands on public facilities, and so would exceed the capacity of such public facilities, including but not limited to transportation facilities, sewage facilities, water supply, parks, drainage, school and emergency medical facilities;
- V. Would result in significant adverse impacts on the natural environment;
- VI. Is consistent and compatible with the community character; and
- VII. Would be in conflict with the public interest;

Rezoning criteria are used when reviewing and approving a PUD, as it is a type of zoning. The proposed PUD and Plat Amendment does not conflict with any applicable sections of the Land Use Code, and it is consistent with the Comprehensive Development Plan. The proposed type and distribution of dwelling types is compatible with the AHPUD Zone District, with the surrounding neighborhood, and with the approved Exception Agreement. All public facilities are already available and infrastructure is in place. There are no adverse impacts on the natural environment. The development will be compatible with the community character, and the development of affordable housing is in the public interest. The Exception Agreement requires that certain units are only available for sale and not rent, based on their location next to existing owner-occupied homes. Rental units are required to have lease periods of one year in order to ensure longevity of resident tenure. Only TSG-owned units may be rented. All units owned by others must be owner-occupied by qualified employees, consistent with the conditions of the deed restriction.

5-1803 B. The Planning Commission and the Board of County Commissioners shall also consider whether conditions affecting the subject parcel have changed or whether the surrounding neighborhood supports the proposed amendment.

Conditions affecting the subject parcels have not changed. Rather, the proposed reconfiguration of lots and distribution of unit types is intended to result in better development, with lots shapes that are more regular, and unit types and mixes that are more suited to their respective parcels. The Two Rivers HOA and Sunshine Valley HOA are in support of the proposed project.

5-1803 C. The Planning Commission and the Board of County Commissioners shall also consider the effect of the proposed amendment on traffic generation and road safety.

The proposed Plat and PUD Amendment will not increase trip generation and in fact should have a slight decrease due to the reduction in number of units. As part of the Exception Agreement, TSG has agreed to provide a bus stop and provide shuttle service.

Planning Commission Action

At their June 12, 2019 meeting, the Planning Commission conducted a site visit and public meeting to consider the proposed Substantial PUD and Plat Amendment. The Planning

Commission unanimously recommended approval, based on the finding that the project as proposed in the application is consistent with and complies with the review standards in Land Use Code Section 5-15, Final Plat and Planned Unit Development (PUD) Amendments, Land Use Code Section 5-18, Land Use Code Amendments and Rezoning, and the County Master Plan, and with recommended Conditions 1, 2 and 5, below. (As explained above, Conditions 3 and 4 were the result of subsequent discussions with the applicant and referral agencies.)

Recommendation

Staff recommends approval of the TSG Ski and Golf Substantial PUD and Plat Amendment, with the findings and conditions contained in the following sample motion:

Sample Motion:

I move to approve the TSG Ski and Golf Substantial PUD and Plat Amendment and to adopt the resolution, based on the finding that the project as proposed in the application is consistent with and complies with the review standards in Land Use Code Section 5-15, Final Plat and Planned Unit Development (PUD) Amendments, Land Use Code Section 5-18, Land Use Code Amendments and Rezoning, and the County Master Plan, with the following conditions:

1. Lots identified as “Open Space” in the proposed Land Use Matrix and on the proposed plat shall be changed to “Outlots,” with the purpose and use of those lots identified in the Plat notes.
2. Identify specific areas for snow storage within the development. Areas can include but are not limited to the “outlots.”
3. TSG shall retain the right to utilize the unused population of seven (7) people, with up to four thousand five hundred (4,500) square feet of associated floor area, for transfer and use on another property zoned AHPUD – Affordable Housing PUD, subject to County review and approval of such transfer through the appropriate PUD amendment process. TSG may utilize the unused zoned population for development of their own property or may transfer it to a qualified third party, at a price to be determined by TSG.
4. The Final Plat shall not be recorded until the signed Ilium Park POC will-serve letter has been submitted.
5. All written representations of the applicant, in the original submittal and all supplements, letters and emails, are deemed to be conditions of approval, except to the extent modified by this Motion.

M E M O R A N D U M

TO: San Miguel County Board of County Commissioners
FROM: Kaye Simonson, AICP, Planning Director
RE: TSG Ski & Golf LLC Substantial Plat and PUD Amendment for the Q Lots and Sunshine Valley
DATE: July 17, 2019 [Z:\Applications\2019_TSG Ski and Golf_SPP_Lawson Hill_Q Lots]

Proposal

Substantial Plat and PUD Amendment: TSG Ski & Golf LLC, Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD (PUD), in Affordable Housing PUD Zone District, to modify some of the lot lines between certain lots, to amend the PUD Development Plan Land Use Matrix, to change certain allowed uses, from single-family residences to duplexes and/or triplexes and vice versa.

Request for Continuance

Due to staff error, the legal notice for the July 17 hearing was not published in the newspaper. The applicant did mail the required notice and post the property by the deadline. In order to avoid requiring the applicant to mail a new notice, this item has remained on the July 17 agenda but cannot be heard. It is requested that the Board continue the hearing for the TSG Ski and Golf LLC Substantial Plat and PUD Amendment for the Q Lots and Sunshine Valley to July 31, 2019.

Staff has notified by e-mail all referral agencies and individuals who have expressed an interest in this project regarding the change in hearing date. We apologize for the inconvenience to all involved.

**SAN MIGUEL COUNTY PLANNING COMMISSION
MINUTES – REGULAR MEETING**

June 12, 2019

Miramonte Building, Second Floor Meeting Room, 333 West Colorado Ave., Telluride

Present: Lee Taylor, Chair
Pamela Hall, Vice-chair
M.J. Schillaci, Secretary
Ian Bald, Regular Member
Josselin Lifton-Zoline, Member
Matthew Bayma, Sr. Alternate

Planning Staff Present: Kaye Simonson, County Planning Director
John Huebner, County Associate Planner

County Staff Present: Tonya McCann, County Paralegal
Amy Markwell, County Attorney

8:45 a.m. Site Visit: TSG Ski & Golf, LLC owned Q lots and Sunshine Valley lots, Lawson Hill PUD, located on Two Rivers Drive in Ilium Valley, four miles west of the Town of Telluride off Highway 145.

9:56 a.m. Chair called the meeting to order.

Substantial Plat and PUD Amendment Recommendation: TSG Ski & Golf LLC Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35 and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD in Affordable Housing PUD Zone District, to modify some of the lot lines between certain lots, to amend the PUD Development Plan Land Use Matrix, and to change certain allowed uses, from single-family residences to duplexes and/or triplexes and vice versa.

Those who addressed the Commission:
Kaye Simonson, County Planning Director
Blake Builder, Telluride Ski and Golf (TSG) Facilities Manager
Stefanie Solomon, TSG General Counsel
Nate Smith, Attorney, Two Rivers HOA and Sunshine Valley HOA
Ryan Smith, Q Lots resident
Bill Jensen, TSG Chief Executive Officer

Others present: John Miller, Town of Mountain Village, Senior Planner; Ryan Kasuno, Ilium Park Owners Company (IPOA); Mike Balser, Two Rivers resident; Elyssa Krasic, IPOA; Claire Dodge, county resident; Jeff Proteau, TSG Vice President Mountain Operations and Planning

Kaye Simonson, County Planning Director, presented a Power Point Presentation titled TSG Ski & Golf Substantial Plat & PUD Amendment Q Lots & Sunshine Valley, San Miguel County Planning Commission Meeting June 12, 2019 (**Attachment A**).

Josselin Lifton-Zoline asked where the proposed bus stop would be located. Blake Builder, Telluride Ski & Golf, clarified it would be located in the cul-de-sac near the existing trash enclosure and mail boxes location. Stefanie Solomon, Telluride Ski and Golf General Counsel, stated the bus stop is planned to be constructed by TSG at their sole cost and expense after ten units of housing are built. Kaye Simonson added that SMART, San Miguel Authority for Regional Transportation, does not have transit in this area yet, but the bus stop could facilitate that in the future. Lee Taylor asked why the shuttle service that TSG represents it will provide is not being coordinated with SMART. Kaye said the proposed shuttle is not a condition of the PUD, but included in an agreement with the Two Rivers residents. Stefanie clarified that TSG will provide the service until such time that SMART takes over that service.

Lee Taylor asked if Two Rivers has a DRB or design standards. Nate Smith, Attorney, Two Rivers HOA and Sunshine Valley HOA, stated that none of the properties at issue are part of Two Rivers yet, and even if they had a DRB they would not have jurisdiction over the Q lots. He said the Sunshine Valley HOA has only just reconvened for purposes of this application and does not have any internal design review process. Ryan Smith, Q lot resident, stated that when he constructed his home he met the design guidelines for mean height, maximum footprint, and exterior materials. Pam Hall asked if these were IPOA guidelines. Ryan replied yes.

Pam Hall asked what the definition is of an outlot. Kaye Simonson explained that an outlot is a parcel designated for a purpose other than actual development; it can be for any number of broad uses (e.g. snow storage, parking, and community amenities like a park). Pam Hall asked if there is any square footage associated with it. Kaye said that outlots may have community amenities, which is determined by how the purpose of outlot is defined, but if a community building is contemplated an actual lot is required.

Ian Bald asked if the one bus stop is planned to service Two Rivers, Sunshine Valley and Q lots. Stefanie Solomon said TSG's intent is to join and incorporate its Q lots into the Two Rivers HOA, after Two Rivers has cleaned up items in its Declarations (i.e. at present residents own their houses but not the land the house sits on).

Josselin Lifton-Zoline asked how the population after the proposed buildout of the vacant TSG lots compares with the Two Rivers subdivision. Kaye said it is roughly equivalent with the 31 homes in Two Rivers. Josselin asked if this would represent the end of development in this area. Lee Taylor said there are still some vacant school lots. Kaye Simonson said for the most part yes.

Stefanie Solomon stated that Kaye did a really good job explaining TSG's proposal. She commented she is unsure about identifying platted open space lots more broadly identified as outlots. She agreed that the larger parcel SV130 that TSG plans to convey to the Two Rivers HOA should be identified as an outlot, but prefers the other three open space lots to be identified more restrictively as open space. Blake Builder was concerned that an open space designation would not allow overflow residential parking. Kaye Simonson explained that open space may be identified as

active or passive open space per the County LUC, mainly based on its environmental assessment and defined purpose. She stated in her recommendation to the Planning Commission that the purposes and exact uses of the proposed outlots be identified in the plat notes.

Nate Smith said the HOAs had no additional comments or concerns other than those identified in his letter. He said the main concern is the designation of Outlot SV 130 when it is conveyed to Two Rivers. The HOA would prefer flexibility in identifying appropriate uses of the parcel. He stated no buildings are contemplated, mainly playgrounds or maybe a gazebo. He would like flexibility for snow storage on the other Open Space lots. He stated the HOAs support this application.

Lee Taylor asked if the county LUC or Road and Bridge offered guidance determining the necessary area required for snow storage. Kaye replied no, and that at a certain point if you run out of space for snow storage an HOA would have to haul snow.

Claire Dodge, county resident, asked if the Applicant is required to make improvements to the traffic turn lanes in and out from Highway 145 into Ilium Valley. Kaye Simonson explained that this development was previously platted in 1996, so the proposed buildout of these lots does not increase the amount of planned traffic, and no traffic infrastructure improvements are required.

Josselin Lifton-Zoline asked for a description of the process forward from this point. Kaye Simonson said the next step is going to the Board of County Commissioners (BOCC) for a public hearing and their review. If approved by the BOCC, a final plat is prepared and reviewed for compliance by Planning and the County Surveyor and then finalized for BOCC signature and recording. Josselin asked which county codes would be applicable to permits for the buildout of this project. Kaye replied it is the building and energy codes that are in effect at the time each individual building permit is pulled, irrespective of the total number of lots in the project.

Josselin asked what the timeline of TSG's plan for buildout is. Bill Jensen, TSG Chief Executive Officer, stated that the agreement with the BOCC is for 10 years for total buildout, and the first construction must start within two (2) years. He currently thinks that over a 3-4 year period it would initially build three (3) for-sale single-family residence (SFR) units, then another three (3) SFRs and then for-sale duplex units in an attempt to recover some of its investment. He expected the pace would then accelerate when it built the for-rent residence units. Pam Hall asked if the for sale residence units would be available through a lottery or available for sale to any owner. Bill said TSG committed to selling the two Sunshine Valley (SV) duplexes to qualified employees in the R1 School District. Pam asked if there is a written sales plan. Bill said no. He said the intent is to sell them to well established TSG employees that are part of the community. Lee asked if these deed restricted units would ostensibly be offered at open free market pricing. Kaye Simonson stated that the Exception agreement agreed to by TSG set forth the conditions of how to sell and rent the units, much like the adjacent Telluride School District properties.

Matthew Bayma asked TSG to explain its plan to rent units. Bill Jensen said that priority would be given to TSG employees for 90 days where after employees in the R1 School District would be eligible to apply to rent the unit. Kaye Simonson said only TSG has the ability to rent these units, and has the right of first refusal if one of the for sale units is offered for sale by an owner other than TSG.

Josselin asked if there had been discussions with the Telluride School District regarding adding a bus stop at this location in regards to traffic impacts after units are built. Bill Jensen said that potential traffic impacts are one of the reasons it offered to build a bus stop and operate a shuttle to Mountain Village only, available to all residents after ten units are constructed. He said SMART and TSD buses should be able to turn around at the proposed bus stop location, and riders could take the gondola from Mountain Village to Telluride if needed. Lee Taylor asked if school bus service is available in Ilium Valley. Nate Smith replied no.

MOTION by M.J. Schillaci to recommend to the Board of County Commissioners approval of the TSG Ski and Golf Substantial PUD and Plat Amendment, based on the finding that the project as proposed in the application is consistent with and complies with the review standards in Land Use Code Section 5-15, Final Plat and Planned Unit Development (PUD) Amendments, Land Use Code Section 5-18, Land Use Code Amendments and Rezoning, and the County Master Plan, with the following conditions:

1. Lots identified as “Open Space” in the proposed Land Use Matrix and on the proposed plat shall be changed to “Outlots,” with the purpose and use of those lots identified in the Plat notes.
2. Identify specific areas for snow storage within the development. Areas can include but are not limited to the “Outlots.”
3. All written representations of the applicant, in the original submittal and all supplements, letters and emails, are deemed to be conditions of approval, except to the extent modified by this Motion.

SECONDED by Pam Hall. **VOTE PASSED 5-0.**

Lee Taylor	<u>Aye</u>	Nay	Abstain	Absent
Pamela Hall	<u>Aye</u>	Nay	Abstain	Absent
Ian Bald	<u>Aye</u>	Nay	Abstain	Absent
M.J. Schillaci	<u>Aye</u>	Nay	Abstain	Absent
Josselin Lifton-Zoline	<u>Aye</u>	Nay	Abstain	Absent
Matthew Bayma	<u>Aye</u>	Nay	Abstain	Absent

Planning Commission and Staff Comments

Kaye Simonson, County Planning Director updated the Planning Commission on various matters.

Approval of Minutes

MOTION by Pam Hall to approve the May 8, 2019 meeting minutes as presented. **SECONDED** by Ian Bald. **VOTE PASSED 6-0.**

Lee Taylor	<u>Aye</u>	Nay	Abstain	Absent
Pamela Hall	<u>Aye</u>	Nay	Abstain	Absent
Ian Bald	<u>Aye</u>	Nay	Abstain	Absent
M.J. Schillaci	<u>Aye</u>	Nay	Abstain	Absent
Josselin Lifton-Zoline	<u>Aye</u>	Nay	Abstain	Absent
Matthew Bayma	<u>Aye</u>	Nay	Abstain	Absent

M E M O R A N D U M

TO: San Miguel County Planning Commission
FROM: Kaye Simonson, AICP, Planning Director
RE: TSG Ski & Golf LLC Substantial Plat and PUD Amendment for the Q Lots and Sunshine Valley
DATE: June 12, 2019 [Z:\Applications\2019_TSG Ski and Golf_SPP_Lawson Hill_Q Lots]

Proposal

Substantial Plat and PUD Amendment: TSG Ski & Golf LLC, Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD (PUD), in Affordable Housing PUD Zone District, to modify some of the lot lines between certain lots, to amend the PUD Development Plan Land Use Matrix, to change certain allowed uses, from single-family residences to duplexes and/or triplexes.

Background

The Two Rivers residential area in Ilium consists of three subdivisions, Two Rivers, Sunshine Valley, and the Q Lots, replats of the P and Q lots that are part of the Lawson Hill Affordable Housing PUD. The first PUD plat was completed in 1996. There have been a number of replats over the years, with the most recent affecting the Q lots filed December 7, 2006.

On September 18, 2017, the Board of County Commissioners/San Miguel County Housing Authority approved an exception agreement (“Original Exception Agreement”), and on March 25, 2019, the Board of County Commissioners/San Miguel County Housing Authority approved an “Amended and Restated Exception Agreement and Affordable Housing Covenant, Equitable Servitude, and Real Covenants [Q-Lots and Sunshine Valley Lots],” (Exception Agreement), which superseded and replaced, in its entirety, the Original Exception Agreement. The Exception Agreement permits TSG Ski & Golf LLC (TSG) to own and develop certain Ilium Q lots as well as three Sunshine Valley lots. TSG is not a qualified owner under the affordable housing regulations (LUC Section 5-1305 C.1). It is their desire to develop the lots as affordable housing. for TSG employees and other qualified employees. In approving the Exception Agreement, the BOCC recognized that TSG’s ownership and development of the lots will further the County’s affordable housing goals. The Exception Agreement also allows the transfer of density from some of the Sunshine Valley lots to the Q lots, thereby decreasing density.

As required by the Exception Agreement, TSG has prepared a Substantial Plat and PUD Amendment (“Replat”). Pursuant to the Replat, TSG is proposing 16 single family homes, 6 duplexes and 1 triplex. Overall, TSG is proposing a total of 31 dwelling units – 27 on the Q Lots and 4 on the SV lots (2 duplexes each on SV110 and SV120). In all, there would be 16 single-family homes, 6 duplexes with 12 units, and one triplex with 3 units. The number of for-sale units is 12, which consists of 8 single family homes and 2 of the duplexes. The remainder of the units would be rentable. The Exception Agreement allows TSG to switch some unit designations during the development phase, i.e. from single family to duplex or duplex to single family, except for 8 of the single-family homes because of their location. The single family homes which must be for sale only are those that will be built on Q Lots 2R, 8R, 9R, 10R, 12R, 13R,

20R, and 21R. Only TSG will have the ability to rent units; all other owners must be qualified employees and occupy their units, as required by the deed restriction.

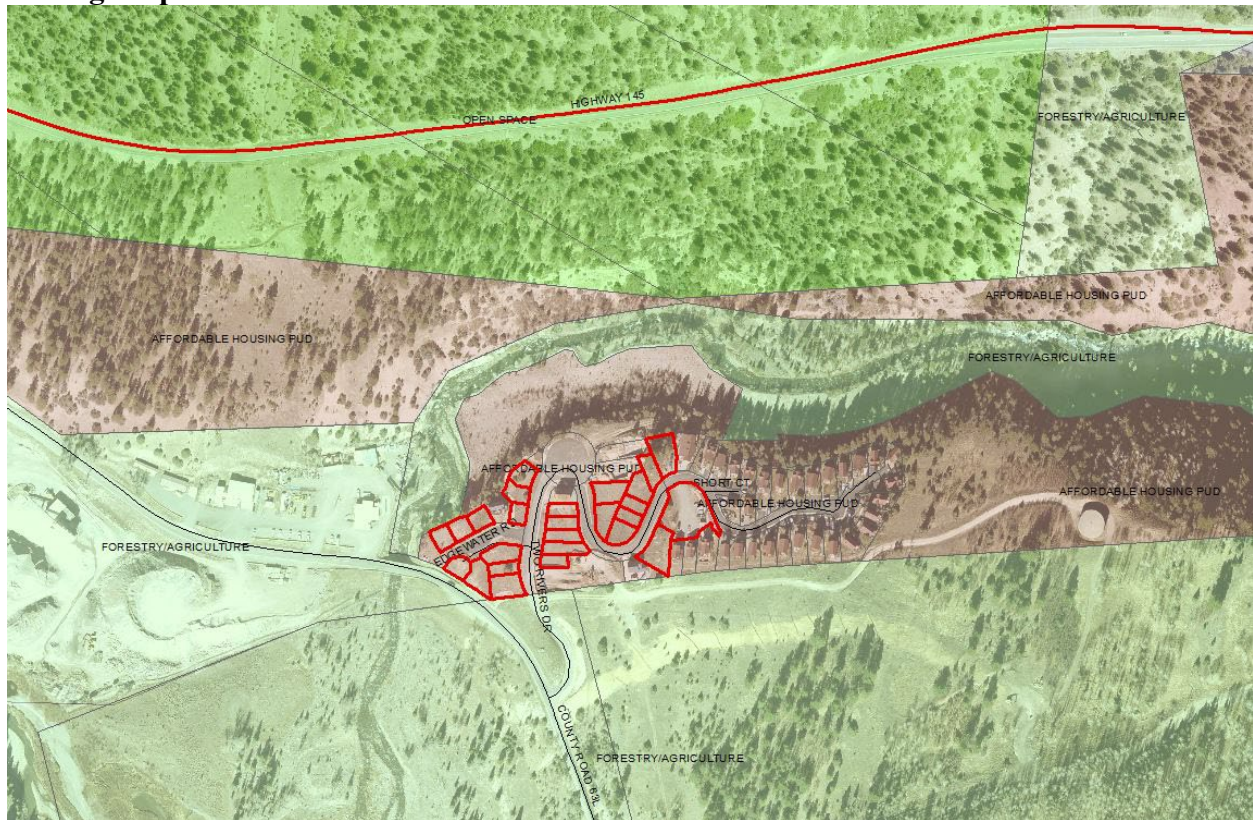
The following table lists the proposed unit type for each lot, and whether that particular unit type will be sold or rented.

Lot #	Unit Type	Sale/Rental
Q2R	SF	Sale
Q4R	TP	Rental
Q5R	DP	Rental
Q8R	SF	Sale
Q9R	SF	Sale
Q10R	SF	Sale
Q12R	SF	Sale
Q13R	SF	Sale
Q14R	SF	Rental
Q16R	SF	Rental
Q17R	SF	Rental
Q19R	SF	Rental
Q20R	SF	Sale
Q21R	SF	Sale
Q29R	SF	Rental
Q30R	SF	Rental
Q31R	SF	Rental
Q32R	DP	Rental
Q33R	DP	Rental
Q34R	DP	Rental
Q35R	SF	Rental
SV110	DP	Sale
SV120	DP	Sale

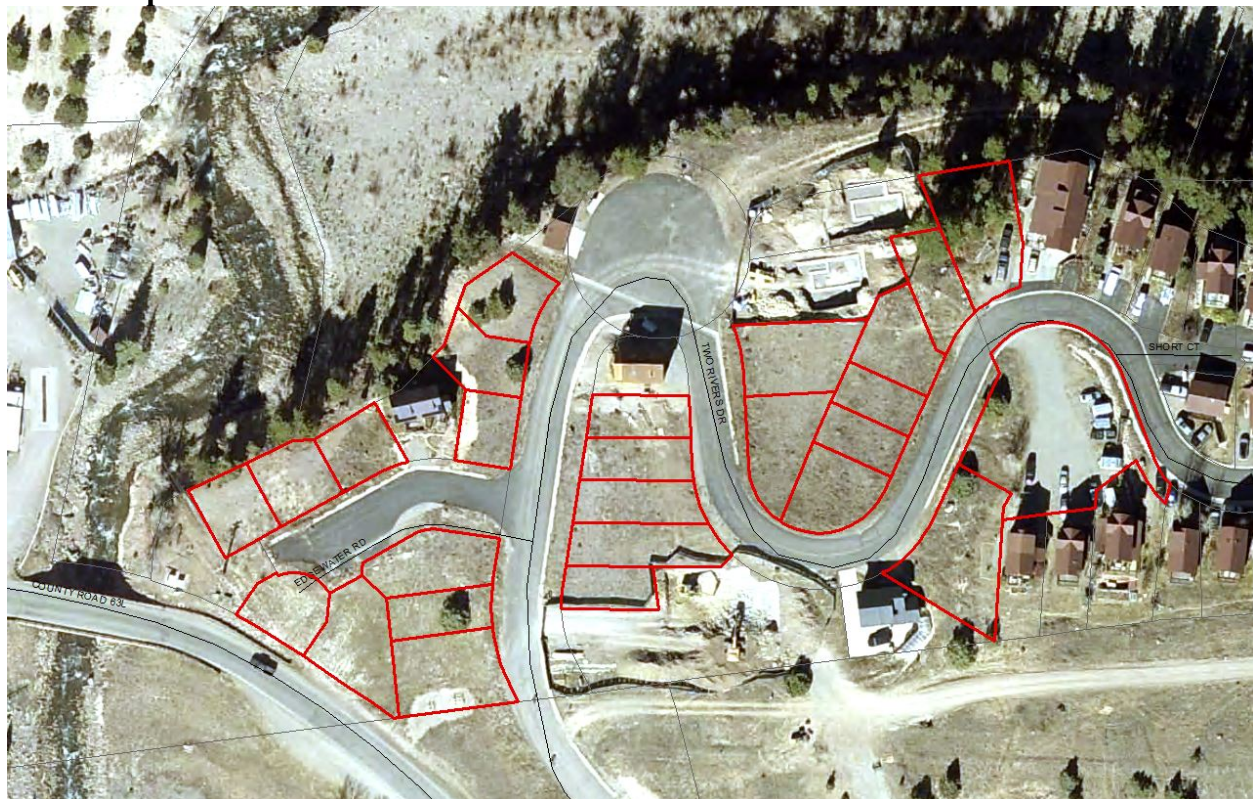
Location Map (TSG lots shown in red)



Zoning Map



Aerial Map



The proposed Plat and PUD Amendment shows 23 parcels for development, containing a total of 31 units. Additionally, there are 4 lots identified as “Open Space.” These lots are intended to serve a variety of subdivision purposes, including parking, trash storage, and utilities. The proposed Tract OS-SV130 is especially notable in that it provides access to 2 lots as well as parking and trash storage for the area. It is the intent of TSG to transfer SV130 to the Two Rivers HOA, for no consideration, who may develop other community-serving uses on the site. The lots identified as “Open Space” do not meet the Land Use Code definition of open space, and it is recommended that the designation be changed to “Outlots,” with appropriate plat notes to describe the intended uses of the 4 parcels. TSG has indicated it is amenable to making this change.

There are a number of easements throughout the area for access, utilities, parking, drainage, and trash. Some easements that are not necessary will be vacated by the plat. Where necessary, new easements will be created. The County Engineer has reviewed the proposed replat and determined the lot line adjustments and easement vacations do not impact stormwater drainage. All infrastructure (roads, water, sewer, utilities) have been installed.

TSG’s proposed Replat shows an updated Land Use Matrix in the PUD Development Plan which has been amended to match the type of units described and approved in the Exception Agreement. For example, Lot Q5 is currently identified as a single family lot, with a maximum residential floor area of 1,200 s.f. Lot Q5R will become a duplex parcel, with a maximum residential floor area of 2,050 s.f. Lot Q17 is currently approved as a duplex containing 1,800 s.f., and Lot Q17R will have a single family residence with a maximum floor area of 1,500 s.f. In all, the PUD amendment reduces the total number of units from 38 to 31, with the zoned population going from 107 to 100. The maximum residential floor area will be reduced from 40,670 s.f. to 36,100 s.f. The floor area within the Q lots does increase, corresponding with the shift in density, but there is a substantial reduction within the Sunshine Valley lots, which are those that would have the most impact on existing residents. The setback and height limits are unchanged, and two parking spaces will continue to be provided for each dwelling. Additionally, there are 16 extra parking spaces located within 3 parking easements providing guest and overflow parking.

Public Noticing

As required by C.R.S. § 30-28-106(1), a Notice of Public Meeting was published in the Telluride Daily Planet and in the Norwood Post on Wednesday, June 5, 2019. Public Notice and the required posting was also completed by TSG on May 15, 2019.

Referral Agencies

The application was referred to the County Administrator, County Surveyor, County Attorney, County Road and Bridge Department, County Engineer, Town of Telluride, Town of Mountain Village, Telluride R-1 School District, Telluride Fire Protection District, San Miguel Regional Housing Authority, the Ilium Park POC, and the Two Rivers HOA.

Dan Quigley, Dowl Engineering as County Engineer, had no issues with the proposed lot line adjustments and easement vacations as related to storm water drainage. He did note that disturbance of any area greater than one acre would require a new stormwater discharge permit.

Since all infrastructure and subdivision-level site development is already complete, it is not expected that a new permit will be necessary.

Jim Boeckel, Telluride Fire Marshal, Telluride Fire Protection District, had no objections to the PUD and plat amendment.

Nate Smith, Smith Law Firm, provided a letter on behalf of the Two Rivers Homeowners Association and the Sunshine Valley Condominiums Owners Association. He requested that SV Lot 130 not be designated as an “open space” parcel, as discussed above, and instead be identified as an outlot. He also noted that with buildout of the lots, and with limited parking along Two Rivers Drive, the Associations and TSG should work to identify snow storage locations, i.e. on proposed Tracts OS-14R, OS-32R, and OS-SV130. As a side note, the Two Rivers HOA and TSG have a separate agreement as relates to the development of these lots; that agreement is generally consistent with the proposed replat.

Public Comments

As of the writing of this report, no written public comments have been received. Staff has had several verbal requests for additional information.

Review Standards

An application for a Substantial PUD and Plat Amendment is considered using the review standards of Section 5-15, Final Plat and Planned Unit Development (PUD) Amendments, and Section 5-18 Land Use Code Amendments and Rezoning, as follows:

5-1503 Substantial Amendment

Any amendment that is not insubstantial according to the criteria in Section 5-1502 shall be approved pursuant to the procedures in Section 3-601, and the submission contents and standards for final plat review and the standards in this section (refer to section 3-702 C. for procedures and Section 4-5 for submission contents).

5-1503 A. The proposed amendments must be consistent with the approved sketch plan subdivision approval, however in the absence of a valid sketch plan approval the amendment shall be compared to the preliminary plat;

The proposed amendment is consistent with the approved final PUD and Plat.

5-1503 B. The proposed amendment must be necessary to achieve the intent and purposes of the Planned Unit Development (PUD); and

The intent and purpose of the PUD is to provide affordable housing for local employees. The proposed amendment as well as the approved Exception Agreement continues to meet that purpose.

5-1503 C. The proposed amendment must be consistent with the standards of Section 5-1803.

See below.

5-1803 Rezoning

Rezoning may be initiated by the County or by persons who are residents of, or own property in, San Miguel County subject to compliance with the standards in this Section. Refer to Sections 3-6 and 4-6 for procedures and submission contents.

5-1803 A. The Planning Commission and the Board of County Commissioners shall approve or disapprove rezoning on the basis of whether the proposed rezoning:

- I. Conflicts with any applicable Sections of the Land Use Code;
- II. Is consistent with the San Miguel County Comprehensive Development Plan;
- III. Is compatible with surrounding Zone Districts and land uses, considering existing land use and neighborhood characteristics;
- IV. Would result in demands on public facilities, and so would exceed the capacity of such public facilities, including but not limited to transportation facilities, sewage facilities, water supply, parks, drainage, school and emergency medical facilities;
- V. Would result in significant adverse impacts on the natural environment;
- VI. Is consistent and compatible with the community character; and
- VII. Would be in conflict with the public interest;

Rezoning criteria are used when reviewing and approving a PUD, as it is a type of zoning. The proposed PUD and Plat Amendment does not conflict with any applicable sections of the Land Use Code, and it is consistent with the Comprehensive Development Plan. The proposed type and distribution of dwelling types is compatible with the AHPUD Zone District, with the surrounding neighborhood, and with the approved Exception Agreement. All public facilities are already available and infrastructure is in place. There are no adverse impacts on the natural environment. The development will be compatible with the community character, and the development of affordable housing is in the public interest. The Exception Agreement requires that certain units are only available for sale and not rent, based on their location next to existing owner-occupied homes. Rental units are required to have lease periods of one year in order to ensure longevity of resident tenure. Only TSG-owned units may be rented. All units owned by others must be owner-occupied by qualified employees, consistent with the conditions of the deed restriction.

5-1803 B. The Planning Commission and the Board of County Commissioners shall also consider whether conditions affecting the subject parcel have changed or whether the surrounding neighborhood supports the proposed amendment.

Conditions affecting the subject parcels have not changed. Rather, the proposed reconfiguration of lots and distribution of unit types is intended to result in better development, with lots shapes that are more regular, and unit types and mixes that are more suited to their respective parcels. The Two Rivers HOA and Sunshine Valley HOA are in support of the proposed project.

5-1803 C. The Planning Commission and the Board of County Commissioners shall also consider the effect of the proposed amendment on traffic generation and road safety.

The proposed Plat and PUD Amendment will not increase trip generation and in fact should have a slight decrease due to the reduction in number of units. As part of the Exception Agreement, TSG has agreed to provide a bus stop and provide shuttle service.

Recommendation

Staff recommends approval of the TSG Ski and Golf Substantial PUD and Plat Amendment, with the findings and conditions contained in the following sample motion:

Sample Motion:

I move to recommend to the Board of County Commissioners approval of the TSG Ski and Golf Substantial PUD and Plat Amendment, based on the finding that the project as proposed in the application is consistent with and complies with the review standards in Land Use Code Section 5-15, Final Plat and Planned Unit Development (PUD) Amendments, Land Use Code Section 5-18, Land Use Code Amendments and Rezoning, and the County Master Plan, with the following conditions:

1. Lots identified as “Open Space” in the proposed Land Use Matrix and on the proposed plat shall be changed to “Outlots,” with the purpose and use of those lots identified in the Plat notes.
2. Identify specific areas for snow storage within the development. Areas can include but are not limited to the “outlots.”
3. All written representations of the applicant, in the original submittal and all supplements, letters and emails, are deemed to be conditions of approval, except to the extent modified by this Motion.

TSG SKI AND GOLF
PRELIMINARY APPLICATION FOR SUBSTANTIAL
PUD AND PLAT AMENDMENT
April 24, 2019

APPLICANT/OWNER

TSG SKI & GOLF, LLC (“TSG”)
565 Mountain Village, Blvd
Mountain Village, CO 81435
E-Mail: ssolomon@tellurideskiresort.com / jproteau@tellurideskiresort.com

PROPERTY INFORMATION

Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35 and Sunshine Valley Lots SV110, SV120 and SV130 Lawson Hill PUD (LHPUD), hereafter “Property.”

PURPOSE OF APPLICATION

TSG is hereby submitting its Preliminary Application for Substantial PUD and Plat Amendment for the Property, in accordance with San Miguel County Land Use Code (“LUC”) Sections 4-201-211 (General Review Standards), and 5-1503 and 5-1803 A., B. and C. (Review Standards for Substantial Final Plat and PUD Amendments).

Accordingly, TSG is complying with the above-referenced LUC Review Standards, as set forth below.

NARRATIVE SUMMARY OF TSG’S APPLICATION

TSG, as owner of the Property seeks a Substantial Plat and PUD Amendment to modify some of the lot lines between certain lots, to amend the PUD Land Use Matrix, and to change certain allowed uses from single family residences to duplexes and/or a triplex, all as shown on the Substantial PUD and Plat Amendment (hereafter “Plat”), prepared by Foley & Associates, attached hereto and incorporated herein.

As shown on the Plat, TSG has modified some of the lot lines between Lots/Units to show new lot configurations that will now provide 16 Single-family homes, 6 Duplexes and one (1) Triplex, for a total of 31 Units (27 on the Q-Lots and 4 on the SV Lots). The current zoning allows for 21 Single-family homes, 2 duplexes and 2 multi-unit complexes (one with 6 Units and another with 7 Units), for a total of 38 Units (25 on the Q-Lots and 13 on the SV Lots). Therefore, TSG has reduced the number of Units by 7. The specifics and additional details, such as easements, are also shown on the Plat. The Plat depicts the existing Land Use Matrix as well as the proposed new Land Use Matrix for the Property.

At the current time, TSG has not requested any increase in total square footage for the development. In fact, the total *maximum* square footage is shown as 36,100 square feet for the entire development, which is 4,570 square feet less than the existing allowable maximum square footage. Existing and proposed square footage is shown in the Land Use Matrix on the Plat. The maximum square footage for each Unit, shown on the proposed land use matrix, is the maximum allowable square footage and is not necessarily the exact square footage TSG will build upon each Lot. TSG is seeking to preserve its rights with respect to this maximum allowable square footage, but TSG may build smaller structures on each Lot, depending on the needs and requirements of each future buyer/owner, the economy, and many other factors, including but not limited to costs and expenses. This is a proposed maximum square footage, and may be reduced as TSG works through the design and building process.

All parking requirements shall be met by TSG, as each Lot is developed, as part of the design and building process.

TSG'S AGREEMENT WITH TWO RIVERS HOA

TSG has met with Two Rivers HOA and owners on several occasions, and as a result of these meetings, TSG has agreed to a variety of development restrictions/conditions, all of which are met in this Application or will be addressed separately after final approval from the County. Specifically, TSG has agreed to, and is complying with the following conditions:

1. There shall be a total of 12 Units as owner occupied (8 single family and two duplexes – one duplex on each of SV Lots 110 and 120), so long as TSG can obtain a right of first refusal on the sale of these Lots/Units;
2. There shall be a maximum of five (5) SV Units transferred from the SV Lots to the Q Lots, for a total *maximum* of 33 Units to be developed by TSG as part of the development (NOTE: the 33 Units was a maximum number, and because this Application shows 32 Units, this Application complies with the Two Rivers agreement);
3. During the PUD process, TSG shall work cooperatively and in good faith with Two Rivers HOA to determine the feasibility of annexing the Q Lots into the Two Rivers HOA. TSG has 60 days after final PUD approval to conduct its due diligence with respect to any annexation. TSG and counsel for Two Rivers HOA have communicated about this potential annexation and are working towards a resolution after final PUD approval;
4. TSG will be contributing funds towards capital infrastructure improvements for the water facility, wastewater treatment plant and Two Rivers Road, which sum is for the collective benefit of Two Rivers, the Q Lots and SV Lots, and shall be placed in an escrow account within 60 days after final PUD approval;

5. TSG shall deed a portion of Lot SV130 (for no consideration) to Two Rivers HOA as part of this Application. The portion of SV130 being conveyed is shown on the Plat, and will be designated as open space, as shown on the Plat and Matrix. TSG is retaining all density appurtenant to Lot SV130, and all easements shown on the Plat shall remain in place;
6. TSG will build a bus stop adjacent to the Two Rivers community and offer a shuttle service twice in the morning and twice in the evening to Town of Mountain Village. The bus stop construction and shuttle service shall commence after 11 Units have been built by TSG and occupied.
7. All residents (owners and tenants) must work within R1 School District for a minimum of 12 months to be eligible to live in the development;
8. TSG shall offer three year lease to purchase opportunities to TSG employees on all Units designated for rental;
9. TSG shall ensure a resident manager lives onsite in one of the Units at all times;
10. Of the Twelve Units TSG is required to sell, TSG will offer for sale two (2) Units on the SV Lots (i.e., one Unit in each Duplex or both Units in one of the Duplexes) to qualified employees working within the R1 School District, on the condition that TSG retains a right of first refusal on any such sale as well as a price cap, to be determined during this PUD process; and
11. TSG shall not offer any rentals for periods of time of less than one (1) year.

SUBMISSION REQUIREMENTS

Land Use Code Section 4-2 establishes the minimum submission requirements for all development applications:

4-201 General

All development applications shall include, at minimum, the information and materials specified in this section of the Code. During the pre-application conference the Planning Office staff may authorize modifications to the required submission contents.

TSG's application satisfies 4-201 of the Code, as it contains all information and materials required by Staff and the LUC.

4-202 Required Background Information

A letter signed by the property owner containing the property owner's name, the applicant's name, address and telephone number, and if applicable, the name, address and telephone number of the representative authorized to act on behalf of the property owner.

See attached letter signed by TSG's CEO and authorized representative, Bill Jensen. All of the Property subject to this Application is owned by TSG. The Applicant is TSG. TSG's address, telephone number are set forth at the top of the letter. TSG has authorized Jeff Proteau, Stefanie Solomon and Blake Builder as representatives authorized to act on behalf of TSG.

4-203 Parcel Description

The street address and current legal description of the parcel on which the development is to occur and an 8-1/2" vicinity map locating the subject property within San Miguel County. The Vicinity Map is shown on the Plat, attached to this Application.

4-204 Disclosure and Proof of Ownership

A disclosure of ownership of the parcel on which the development is proposed to occur is satisfied by the attached Owners policies. **See Attached.**

4-205 Legal Access

Sufficient information to demonstrate that the applicant has adequate legal access to the parcel for the development proposal.

There is adequate legal access to the parcel for the development proposal, as evidenced by the Plat, which shows access to the development is provided by Two Rivers Drive, which connects to County Road 63L.

4-206 Standards Report

A written report demonstrating that the proposed development complies with the applicable substantive review standards.

Per Mike Rozycki's E-mail dated May 29, 2018, attached hereto, the substantive review standards are set forth in LUC Sections 5-1503 and 5-1803 (A, B and C). These sections and TSG's compliance therewith are discussed below.

4-207 Pre-Application Conference Summary Sheet

A copy of the pre-application conference summary sheet provided to the applicant at the pre-application conference.

Applicant was initially provided with a pre-application conference summary letter from Karen Henderson, dated November 2, 2017, attached hereto. On May 29, 2018, Mike Rozycki provided Applicant with an updated, revised application summary sheet, which modified the applicable substantive review standards. Mike's May 29, 2018, E-mail to TSG is also attached hereto.

4-208 Site Plan

Per Mike Rozycki's E-mail letter dated May 29, 2018, the Plat suffices as the Site Plan, and therefore TSG has not submitted a separate Site Plan with its Application. The number of copies of 24" x 36" and 8-1/2" x 11" site utilization maps as specified by the staff during the pre-application conference. Mike Rozycki's E-mail letter of May 29, 2018 requested 11 copies, and therefore TSG has submitted 11 copies of the Plat with its Application. During the pre-application conference, the Planning Office may authorize an applicant to consolidate or delete specific maps which may not be applicable to a particular development proposal. The 24" x 36" site utilization maps must be folded to fit within a legal-size folder with the name of the application visible. Site maps shall include identification of Areas of Local and State Interest as set forth in Section 5-4 and Wetland Areas as set forth in Section 5-22, for all areas where development activity is proposed

Submitted herewith, per Staff's specific request are 11 copies of the Plat. The Plat does not include identification of Areas of Local and State Interest or Wetland Areas, as there are none in the areas where development activities are proposed.

4-209 Copies of Application

Staff has requested, and TSG is submitting 11 copies of its Application.

4-210 Revegetation Plan

A plan for revegetation of all surfaces disturbed in conjunction with development that preferably employs native species, includes replacement of topsoil and specifies a maintenance schedule and techniques.

Per discussion with Staff, this section is not applicable unless there are common areas in the development that will be disturbed. At the current time, Applicant is not aware of any common areas in the development that will be disturbed. However, for any and all surface areas of disturbance within the development, TSG shall restore the areas to the satisfaction of San Miguel County, including employing a mix of native and/or drought tolerant species and replacement of topsoil when available, all of which shall include a maintenance schedule and technique

- a. Revegetation of areas disturbed by earth-moving will take place as soon as feasible after final contouring (within 14 days). Final contouring is defined as "the ground has been altered to its desired level or slope and no further earth-moving is anticipated within the next year". Revegetation will take place through a combination of seeding, fertilizing and mulching of the disturbed area. Mulch will be held in place by crimping, hydromulch with tackifier or matting. Areas greater than 40% slope will be hand strawed or have 750 lbs/acre of Biosol (or comparable product) or straw matted with pins to enhance growth.

- b. Generally, an acre receives 35-50lbs lbs of seed and 50 bales of straw. Fertilizer may be applied at a rate of 100 lbs per acre in areas where there is difficulty re-establishing vegetation.
- c. The seed mix consists of the following:

1. Dryland Mix	
Species	Percent of Mix
Mountain Brome	40%
Slender Wheatgrass	30%
Arizona Fescue	15%
Sandburg Bluegrass	10%
Prairie Junegrass	5%

4-211 Weed Control Plan

A plan for control of noxious weed, as listed in the San Miguel County Weed Identification List, for all surfaces disturbed in conjunction with Development, as approved by County staff. Disturbed surfaces over one cumulative acre in size will require bonding for revegetation and weed control.

All surfaces disturbed in conjunction with Development will be revegetated pursuant to the Revegetation Plan. Revegetated areas will be monitored to ensure effective implementation and revegetation success. Areas showing signs of lack of seed mix germination after 1 year will require additional scarification re-seeding and mulching.

Areas with good revegetation success will be monitored for noxious weeds. Noxious weeds will be controlled with foliar application of pesticides pursuant to the pesticide label instructions. The primary concept is to nurture revegetation success and a climax community of native plants that are sustainable in this region.

SUBSTANTIVE REVIEW STANDARDS [LUC SECTIONS 5-1503 AND 18]

Pursuant to Mike Rozycki's E-mail dated May 29, 2018, Applicant must comply with the Review Standards set forth in LUC Sections 5-1503 and 5-1803 A., B., and C. Applicant does not need to comply with the Review Standards (LUC Sections 4-4-401-414) set forth in Karen Henderson's November 2, 2017 letter, because those standards are applicable to preliminary subdivision reviews. Therefore, Applicant was directed by County Staff to address the review standards for Substantial Final Plat and PUD Amendments per LUC 5-1502 and 5-1803 A., B., and C.

5-1503 Substantial Amendment

Any amendment that is not insubstantial according to the criteria in Section 5-1502 shall be approved pursuant to the procedures in Section 3-601, and the submission contents and standards for final plat review and the standards in this section (refer to section 3-702 C. for procedures and Section 4-5 for submission contents). These Sections set for the submission requirements and review standards for Substantial Plat Amendments and Substantial PUD Amendments. Specifically, Section 3-601 states Applicant must comply with a two-step review, and follow submission contents in Section 4-6 and review standards set forth in Section 5-15. Section 4-6 essentially states the Applicant should comply with the review standards set forth in Sections 4-2 and 5-15, which means the Applicant must show this Application contains all the minimum contents listed in Section 4-2 above as well as a written report demonstration the Application complies with Section 5-15, all of which Applicant has competed and complied with in this Application.

5-1503 A. The proposed amendments must be consistent with the approved sketch plan subdivision approval, however in the absence of a valid sketch plan approval the amendment shall be compared to the preliminary plat;

5-1503 B. The proposed amendment must be necessary to achieve the intent and purposes of the Planned Unit Development (PUD); and

5-1503 C. The proposed amendment must be consistent with the standards of Section 5-1803.

The PUD includes the subject Q and SV Lots (i.e., all of the Property). It was the intent and purpose of the PUD to develop the Q Lots and SV Lots. The proposed amendment is not seeking to substantially change the PUD. Rather, the proposed amendment enhances the PUD, is consistent with the standards set forth in Section 5-1803 and complies with Section 5-1803 as set forth below.

5-1803 Rezoning

Rezoning may be initiated by the County or by persons who are residents of, or own property in, San Miguel County subject to compliance with the standards in this Section. Refer to Sections 3-6 and 4-6 for procedures and submission contents.

5-1803 A. The Planning Commission and the Board of County Commissioners shall approve or disapprove rezoning on the basis of whether the proposed rezoning:

- I. Conflicts with any applicable Sections of the LUC;
- II. Is consistent with the San Miguel County Comprehensive Development Plan;
- III. Is compatible with surrounding Zone Districts and land uses, considering existing land use and neighborhood characteristics;
- IV. Would result in demands on public facilities, and so would exceed the capacity of such public facilities, including but not limited to

transportation facilities, sewage facilities, water supply, parks, drainage, school and emergency medical facilities. TSG will be providing a “will-serve” letter from the IPOA which demonstrates the water and sewer is sufficient to service TSG’s proposed development.

- V. Would result in significant adverse impacts on the natural environment;
- VI. Is consistent and compatible with the community character; and
- VII. Would be in conflict with the public interest.

TSG has already signed an Acknowledgment of Deed Restriction and Agreement for Persons Interested in Purchasing Affordable Housing, recorded on September 21, 2017 at Reception No. 450453. TSG, San Miguel County Board of Commissioners and the San Miguel Regional Housing Authority have signed an Amended and Restated Exception Agreement and Affordable Housing Covenant, Equitable Servitude and Real Covenants for the Q-Lots and SV Lots, recorded on March 26, 2019 at Reception No. 457797, in the Office of the Clerk and Recorder’s Office in San Miguel County, Colorado.

5-1803 B. The Planning Commission and the Board of County Commissioners shall also consider whether conditions affecting the subject parcel have changed or whether the surrounding neighborhood supports the proposed amendment;

5-1803 C. The Planning Commission and the Board of County Commissioners shall also consider the effect of the proposed amendment on traffic generation and road safety.

TSG’s Application complies with the above-referenced LUC Standards. All intended uses are consistent with the Lawson Hill PUD subdivision and PUD Agreement Land Use Matrix. There is no conflict with any LUC provisions and is consistent with San Miguel County’s comprehensive plan. The Application and proposed development (as shown on the Plat) is compatible with surrounding Zone Districts and land uses, considers existing land use and neighborhood characteristics, especially in light of the fact that the immediately adjacent neighborhood of Two Rivers is also affordable housing of a similar nature and kind to the proposed development. TSG’s Application does not substantially modify the PUD and does not affect the enjoyment of land abutting upon or across a street from the PUD or the public interest, and is does not confer a special benefit upon any person, and is consistent with Land Use Code standards in Section 5-1503 Substantial PUD Amendment and Section 5-1803 Rezoning.

Further, the development will not result in demands on public facilities. To the contrary, TSG has committed to constructing a bus stop and starting a shuttle service. The development would not exceed the capacity of such public facilities, as there are no current bus routes servicing the area. In addition, the existing water and sewer supply are sufficient to service the new development. TSG has been asked by the Ilium Property Owners Association (“IPOA”) to prepare the County required “will serve” letter, which TSG has prepared and submitted with its Application. TSG is hopeful the IPOA will sign this letter, as TSG has been assured the water and sewer system is more than adequate to service the new development.

Further, TSG is creating several additional open space parcels as shown on the Plat, which could potentially be used as parks or playgrounds. Finally, TSG believes this development benefits the public interest by building and then selling affordable housing units and/or long-term renting much needed affordable housing in San Miguel County.

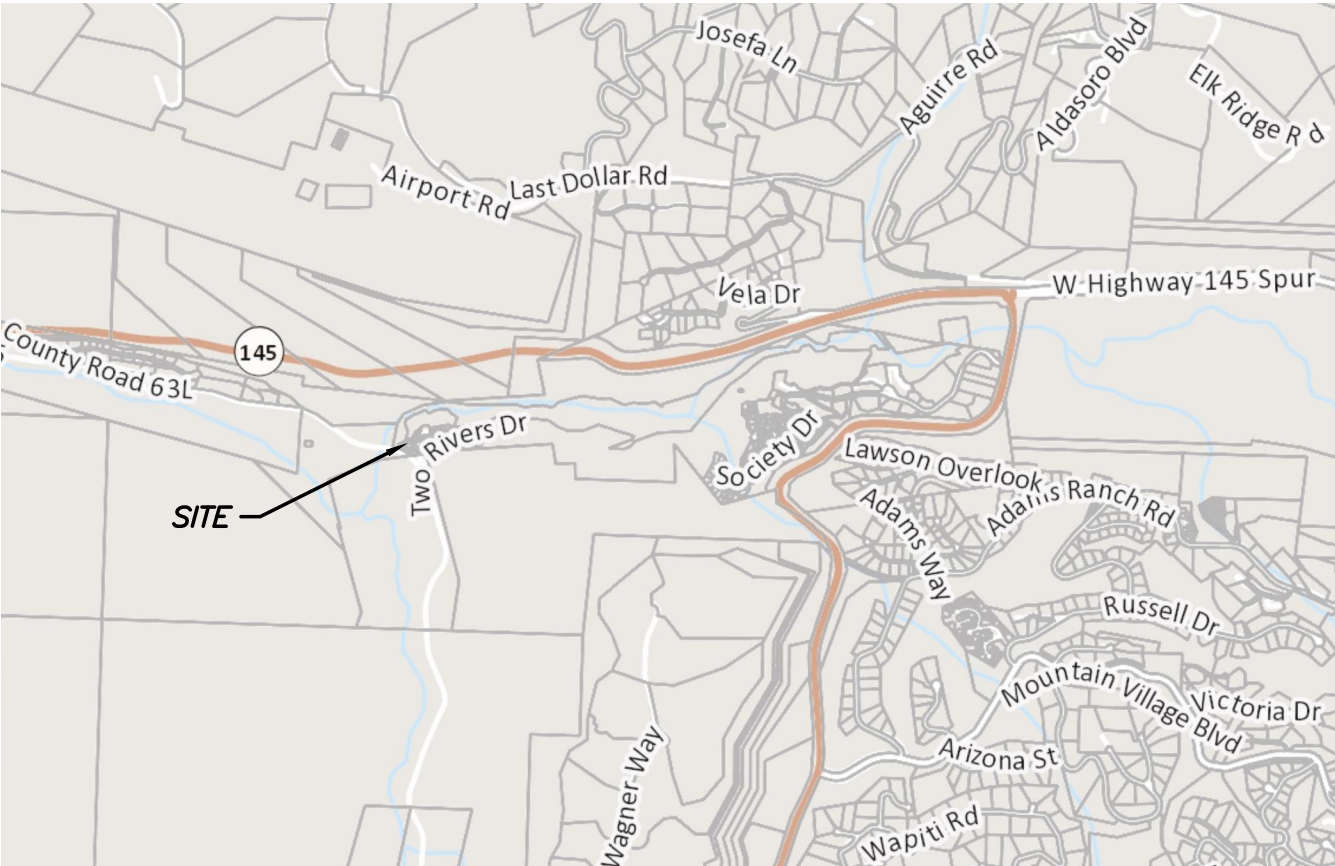
SHEET INDEX

SHEET 1 CERTIFICATES AND NOTES / LAND USE CHARTS

SHEET 2 PLAT

VICINITY MAP

(NOT TO SCALE)



PROPOSED PUD DEVELOPMENT PLAN LAND USE MATRIX

TRACT OR LOT #	AREA SQ.FT. ACRES	ZONE	USE	# OF UNITS	ZONED POP.	MIN. RES. FL. SQ.FT.	MAX. RES. FL. SQ.FT.	SETBACKS FRONT REAR SIDE	HEIGHT	PARKING
Q-2R	4,144 .095	AHPUD	SF	1	4	0	1500	10' 10' 5'	25'-0"	2
Q-4R	5,198 .110	AHPUD	TRIPLEX	3	9	0	3000	10' 10' 5'	25'-0"	6
Q-5R	3,884 .089	AHPUD	DUPLEX	2	6	0	2050	10' 10' 5'	25'-0"	4
Q-8R	2,745 .063	AHPUD	S F	1	3	0	1300	10' 15' 5'	25'-0"	2
Q-9R	2,335 .054	AHPUD	S F	1	3	0	1300	10' 15' 5'	25'-0"	2
Q-10R	2,110 .048	AHPUD	S F	1	3	0	1300	10' 15' 5'	25'-0"	2
Q-12R	2,039 .047	AHPUD	S F	1	3	0	1200	10' 5' 5'	25'-0"	2
Q-13R	1,780 .041	AHPUD	S F	1	3	0	1200	10' 10' 5'	25'-0"	2
Q-14R	1,955 .038	AHPUD	S F	1	3	0	1300	10' 10' 5'	25'-0"	2
Q-16R	2,159 .050	AHPUD	S F	1	4	0	1500	10' 10' 5'	25'-0"	2
Q-17R	3,138 .072	AHPUD	S F	1	4	0	1500	10' 10' 5'	25'-0"	2
Q-19R	2,673 .061	AHPUD	S F	1	4	0	1500	10' 10' 5'	25'-0"	2
Q-20R	2,367 .054	AHPUD	S F	1	4	0	1500	10' 10' 5'	25'-0"	2
Q-21R	2,143 .049	AHPUD	S F	1	3	0	1200	10' 10' 5'	25'-0"	2
Q-29R	2,524 .058	AHPUD	S F	1	4	0	1500	10' 10' 5'	25'-0"	2
Q-30R	1,704 .039	AHPUD	S F	1	3	0	1200	10' 5' 5'	25'-0"	2
Q-31R	2,526 .068	AHPUD	S F	1	4	0	1500	10' 5' 5'	25'-0"	2
Q-32R	2,983 .068	AHPUD	DUPLEX	2	6	0	2050	10' 10' 5'	25'-0"	4
Q-33R	3,259 .075	AHPUD	DUPLEX	2	6	0	2050	10' 10' 5'	25'-0"	4
Q-34R	3,062 .070	AHPUD	DUPLEX	2	6	0	2050	10' 10' 5'	25'-0"	4
Q-35R	2,195 .050	AHPUD	SF	1	3	0	1300	10' 10' 5'	25'-0"	2
OS-6R	3,037 .070									
OS-14R	1,827 .042									
OS-32R	2,074 .048									
TOTAL Q:	63,563	1.46		27	88		32,000			
SV110-R	4,982 .114	AHPUD	DUPLEX	2	6	0	2050	10' 10' 5'	25'-0"	4
SV120-R	5,724 .131	AHPUD	DUPLEX	2	6	0	2050	10' 10' 10' 5'	25'-0"	4
OS-SV130	12,981 .298									
TOTAL SV:	23,687	.543		4	12		4,100			
TOTALS:	87,250	2.00		31	100		36,100			66(1)

(1) THERE ARE AN ADDITIONAL 16 PARKING SPOTS DESIGNATED HEREON WHICH ARE TO BE ALLOCATED ACCORDING TO NOTE 19

EXISTING PUD DEVELOPMENT PLAN LAND USE MATRIX

TRACT OR LOT #	AREA SQ.FT. ACRES	ZONE	USE	# OF UNITS	ZONED POP.	MIN. RES. FL. SQ.FT.	MAX. RES. FL. SQ.FT.	SETBACKS FRONT REAR SIDE	HEIGHT	PARKING
Q-2	3,492 .080	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-3	2,228 .051	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-4	4,224 .097	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-5	3,851 .088	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-6	2,469 .057	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-8	2,413 .055	AHPUD	S F	1	2		900	10' 15' 5'	25'-0"	2
Q-9	2,506 .058	AHPUD	S F	1	2		900	10' 15' 5'	25'-0"	2
Q-10	2,270 .052	AHPUD	S F	1	2		900	10' 15' 5'	25'-0"	2
Q-12	2,039 .047	AHPUD	S F	1	3		1200	10' 5' 5'	25'-0"	2
Q-13	2,510 .058	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-14	2,753 .063	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-16	2,008 .046	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-17	3,289 .075	AHPUD	DUPLEX	2	6		1800	10' 10' 5'	25'-0"	4
Q-19	2,673 .061	AHPUD	DUPLEX	2	6		1800	10' 10' 5'	25'-0"	4
Q-20	2,367 .054	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-21	2,143 .049	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-29	3,982 .091	AHPUD	S F	1	4		1500	10' 10' 5'	25'-0"	2
Q-30	3,527 .081	AHPUD	S F	1	4		1500	10' 5' 5'	25'-0"	2
Q-31	3,164 .073	AHPUD	S F	1	3		1200	10' 5' 5'	25'-0"	2
Q-32	1,888 .043	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-33	1,919 .044	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-34	3,065 .070	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
Q-35	2,803 .064	AHPUD	S F	1	3		1200	10' 10' 5'	25'-0"	2
TOTAL Q:	63,563	1.46		25	74		28,500			
SV110	4,982 .114	AHPUD	NOTE F	6	14		5340			12
SV120	5,724 .131	AHPUD	NOTE F	7	16		6830			14
SV130	12,981 .298									
TOTAL SV:	23,687	.544		13	30		12,170			
TOTALS:	87,250	2.00		38	107		40,670			72 (+4)

OWNER'S CERTIFICATE:

KNOW ALL PERSONS BY THESE PRESENTS that TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY, being the owner of the following described land:

LOTS Q-2, Q-5, Q-6, Q-8, Q-9, Q-10, Q-12, Q-13, Q-14, Q-16, Q-17, Q-19, Q-20, Q-21, Q-29, Q-30, Q-31, Q-32, Q-33, Q-34 AND Q-35, SUBSTANTIAL P.U.D. AND PLAT AMENDMENT AND FINAL FOLIO LOTS 440, 441, 442, 443, 444, TRACT 518 AND LOTS Q-2 THROUGH Q-37, SUBSTANTIAL PLAT AND PUD AMENDMENT AND REZONING FOR LOTS Q, Q-1, AND 426 OF THE LAWSON HILL P.U.D. RECORDED DECEMBER 7, 2006 IN PLAT BOOK 1 AT PAGE 3768, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

TOGETHER WITH:

LOTS Q-3 AND Q-4, INSUBSTANTIAL PLAT AMENDMENT OF LOTS Q-3 AND Q-4, LAWSON HILL P.U.D., ACCORDING TO THE PLAT RECORDED JUNE 23, 2016 IN PLAT BOOK 1 AT PAGE 4804, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

TOGETHER WITH:

UNITS SV110, SV120 AND SV130, SUNSHINE VALLEY CONDOMINIUMS, AND ANY AND ALL DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS, TO THE EXTENT THE SAME CONSTITUTE REAL PROPERTY RIGHTS, ACCORDING TO THE CONDOMINIUM MAPS RECORDED MAY 17, 1999 IN PLAT BOOK 1 AT PAGE 2567 AND AS AMENDED DECEMBER 21, 2000 IN PLAT BOOK 1 AT PAGE 2844 AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION RECORDED AUGUST 15, 1997 IN BOOK 585 AT PAGE 437, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

Have by these presents caused same to be laid out, platted and subdivided the same into lots, as shown on this plat under the name and style of SUBSTANTIAL PLAT AND P.U.D. AMENDMENT LOTS Q-2, Q-3, Q-4, Q-5, Q-6, Q-8, Q-9, Q-10, Q-12, Q-13, Q-14, Q-16, Q-17, Q-19, Q-20, Q-21, Q-29, Q-30, Q-31, Q-32, Q-33, Q-34, Q-35, UNITS SV110, SV120, AND SV130, SUNSHINE VALLEY CONDOMINIUMS, LAWSON HILL P.U.D. ("PLAT AND PUD AMENDMENT") and do hereby dedicate for the perpetual use of the public, the right-of-way for Edgewater Road, Lower River Drive and Two Rivers Drive, as shown hereon.

OWNER: TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____

Title: _____

ACKNOWLEDGEMENT

State of _____)
County of _____) ss

The foregoing signature was acknowledged before me this _____ day of _____, 2018 A.D. by _____ of TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY

My commission expires _____.
Witness my hand and seal.

Notary Public

SUNSHINE VALLEY HOA CONSENT

The SUNSHINE VALLEY CONDOMINIUM ASSOCIATION, INC., A COLORADO NONPROFIT CORPORATION being the record owner in fee simple of the following real property located in the County of San Miguel, State of Colorado:

GENERAL COMMON ELEMENTS WITHIN THE SUNSHINE VALLEY CONDOMINIUMS, ACCORDING TO THE THE CONDOMINIUM MAP FOR THE SUNSHINE VALLEY CONDOMINIUMS RECORDED MAY 17, 1999 IN PLAT BOOK 1 AT PAGE 2567 AND AS AMENDED DECEMBER 21, 2000 IN PLAT BOOK 1 AT PAGE 2844 AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION RECORDED AUGUST 15, 1997 IN BOOK 585 AT PAGE 437, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

Have by these presents caused same to be laid out, platted and subdivided the same into Lot SV110-R, Lot SV120-R, and Tract OS-SV130, and do hereby agree upon the boundary lines as set forth hereon and do further grant, sell and convey to TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY such of their real property as may lie on or within the boundaries of said Lots as described within this PLAT AND PUD AMENDMENT.

IN WITNESS WHEREOF, the Owner hereby executes this Certificate on this _____ day of _____, 2018.

OWNER:

By: _____

Sunshine Valley Condominium Association, Inc., a Colorado nonprofit corporation

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

The foregoing was subscribed and sworn to me before this _____ day of _____

2018, by Sunshine Valley Condominium Association, Inc., a Colorado nonprofit corporation

Witness my hand and official seal.
My commission expires: _____

Notary Public

LAND USE NOTES:

c. Maximum building foot print shall not exceed 50% of the maximum allowable floor area.

d1. All required parking shall be outdoors.

k. All buildings shall be under one roof, except for such uses as may be permitted under review by Ilium Valley Design Review Board.

DEED RESTRICTION NOTE:

Subject Property: Lots Q-2R, Q-4R, Q-5R, Q-8R, Q-9R, Q-10R, Q-12R, Q-13R, Q-14R, Q-16R, Q-17R, Q-19R, Q-20R, Q-21R, Q-29R, Q-30R Q-31R, Q-32R, Q-33R, Q-34R, Q-35R, SV110R, and SV120R ("Property").

The ownership of the Property is hereby limited exclusively to Employees and their spouses maintaining primary and sole Residence in San Miguel County, Montrose County, Ouray County or Dolores County, Colorado, and to certain other persons and entities as permitted in Section 5-1305 of the San Miguel County Land Use Code, and the use and occupancy of the Property is hereby limited exclusively to such Employees who earn their incomes primarily within the Telluride R-1 School District and their spouses and children. Ownership, use and occupancy of the Property is subject to such definitions, exceptions and qualifications specified in Section 5-1305 of the San Miguel County Land Use Code, including but not limited to the following:

In the event Affordable Housing is sold, transferred and/or conveyed without compliance with Section 5-1305 of the San Miguel County Land Use Code, such sale, transfer and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported transferee. Each and every conveyance of Affordable Housing, for all purposes, shall be deemed to include and incorporate by this reference all terms of that certain Section 5-1305, including but not limited to those provisions governing the sale, transfer or conveyance of property.

The foregoing restriction on ownership, use and occupancy constitutes a covenant that runs fifty (50) years from the date of recordation with the title to the Property as a burden thereon for the benefit of the Board of County Commissioners of San Miguel County, Colorado, or its designee, and shall be binding on the Owner, and on the heirs, personal representatives, assigns, lessees and licensees and any transferee of the Owner. The duration of this restriction and covenant shall extend for an initial period of fifty (50) years, and at the option of the Board of County Commissioners of San Miguel County, or its designee, may be extended for an additional period of fifty (50) years after public hearing and comment on the proposed extension. This restriction and covenant shall be administered by the Board of County Commissioners of San Miguel County, Colorado, or its designee, and shall be enforceable by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Owners, users or occupants, or such other remedies and penalties as may be specified in Sections 1-16 and 5-1305 of the San Miguel County Land Use Code, or under law.

Notwithstanding the foregoing, this Deed Restriction shall automatically terminate upon the failure to exercise the Option to Purchase the Property granted in any Option to Purchase Affordable Housing by and between the San Miguel County Housing Authority and the holder of a first mortgage and subsequent issuance of a public trustees deed to the holder of a promissory note or governmental agency guaranteeing, insuring or acquiring the note (except San Miguel County, the Housing Authority or any successor, a Project Developer as defined in the Land Use Code or any non-profit affordable housing corporation) secured by a first deed of trust encumbering the Property. The date of termination shall be the date of recording the Public Trustee's Deed conveying the Property.

In addition, San Miguel County expressly reserves the right to terminate this Deed Restriction as to the Property upon recording a Termination Agreement in the office of the Clerk and Recorder of San Miguel County executed by all of the then owners of the Property and the Board of County Commissioners.

This Deed Restriction has been modified and is subject to a separately executed Amended and Restated Exception Agreement and Affordable Housing Covenant and Equitable Servitude and Real Covenants ("Exception Agreement") recorded on March 26, 2019 at Reception No. 457797 in the Clerk and Recorder's Office of San Miguel County, Colorado. Any inconsistencies between the Deed Restriction and the Exception Agreement shall be resolved in favor of the Exception Agreement.

TITLE INSURANCE COMPANY CERTIFICATE:

Land Title Guarantee Company does hereby certify that we have examined the title to all lands herein shown on this plat and that the title to this land is in the names of those persons shown in the Owner's Certificate which is on the face hereof and is free and clear of all liens, and taxes except as follows:

Title Insurance Company Representative

TREASURER'S CERTIFICATE:

I, the undersigned, Treasurer of the County of San Miguel, do hereby certify that according to the records of the San Miguel County Treasurer there are no liens against the subdivision or any part thereof for unpaid state, county, municipal or local taxes or special assessments due and payable, in accordance with Land Use Code Section 3-101.

Dated this _____ day of _____, 2018.

San Miguel County Treasurer

PLANNING COMMISSION APPROVAL:

This plat has been approved by the San Miguel County Planning Commission this _____ day of _____, 20____.

Chair

COUNTY COMMISSIONERS' APPROVAL:

This plat has been accepted for filing by the San Miguel County Board of Commissioners.

County acceptance of any dedication for public use of streets, roads, alleys, or other public areas depicted upon the plat, shall not constitute acceptance of such dedication for County maintenance purposes. Compliance with the provisions of section 5-504 of the San Miguel County Land Use Code is required for County acceptance of dedications for maintenance purposes.

Chair

Dated this _____ day of _____, 2018.

Attest:

Clerk

SURVEYOR'S CERTIFICATE:

I, David R. Bulson of Foley Associates, Inc., being a Colorado Licensed Surveyor, do hereby certify that this plat and survey of SUBSTANTIAL PLAT AND P.U.D. AMENDMENT LOTS Q-2, Q-3, Q-4, Q-5, Q-6, Q-8, Q-9, Q-10, Q-12, Q-13, Q-14, Q-16, Q-17, Q-19, Q-20, Q-21, Q-29, Q-30, Q-31, Q-32, Q-33, Q-34, Q-35, UNITS SV110, SV120, AND SV130, SUNSHINE VALLEY CONDOMINIUMS, LAWSON HILL P.U.D. was made by me and under my direct responsibility, supervision and checking, in compliance with the applicable provisions of Title 38, Article 51, C.R.S., and that both are true and accurate to the best of my knowledge and belief.

P.L.S. No. 37662

Date

NOTES:

1. Approval of this plan may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.

2. Easement research and property description from Land Title Guarantee Company, Order Number TLR86007100, dated May 25, 2017 at 5:00 P.M. ("Q" Lots) and Land Title Guarantee Company Order No. TLR86007454 dated September 14, 2017 at 5:00 P.M. (SV Units)

3. NOTES OF CLARIFICATION

a. The configuration of the following lots, tracts, and right-of-way have been modified by this plat:

None

b. The following lots have been vacated by this plat:

LOTS Q-2, Q-3, Q-4, Q-5, Q-6, Q-8, Q-9, Q-10, Q-12, Q-13, Q-14, Q-16, Q-17, Q-19, Q-20, Q-21, Q-29, Q-30, Q-31, Q-32, Q-33, Q-34, and Q-35

UNITS SV110, SV120, and SV130

c. The following lots have been created by this plat:

LOTS Q-2R, Q-4R, Q-5R, Q-8R, Q-9R, Q-10R, Q-12R, Q-13R, Q-14R, Q-16R, Q-17R, Q-19R, Q-20R, Q-21R, Q-29R, Q-30R Q-31R, Q-32R, Q-33R, Q-34R, Q-35R, SV110R, and SV120R

TRACT OS-6R, TRACT OS-14R, TRACT OS-32R, and TRACT OS-SV130

4. BASIS OF BEARINGS. The bearing from Corner 3 to Corner 4 of the San Miguel Placer MS 2068 (BLM brass cap on iron post for both monuments) assumed as S 80°06'44" E to be in conformance with project bearings established by KKBNA, Inc. The bearing of this line was determined by BLM Dependent Resurvey in 1980 to be S 81°31'42" E.

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

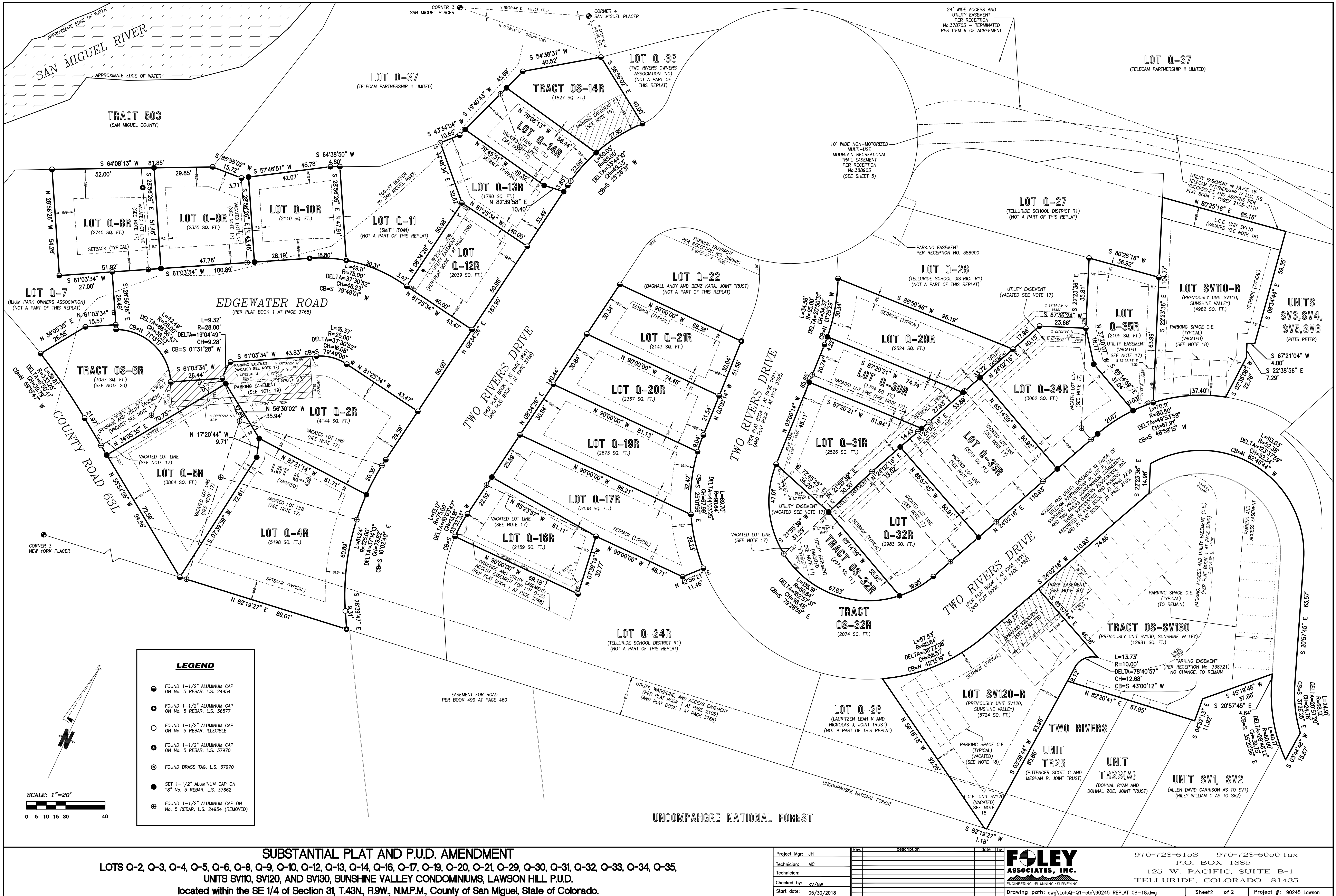
6. No development activity shall be allowed within any buffer zone without a Wetland Special Use Permit issued in compliance with the terms of Section 5-2203 of the Land Use Code.

7. Subject property is in Zone A with no base flood elevations determined according to the FEMA Flood Insurance Rate Map dated September 30, 1988, Map Number 080166, Panel 0286, Suffix C.

8. License Agreement for 7.5 feet on each side of all existing sewer and water facilities in Telecom/Ilium Park per Reception No. 325688.

9. Corporate Easement to U.S. West per Book 587 at page 291.

F:\014\Jules\CONTS\9909090545 REPLAT 08-18 (TSG Illum).dwg, 4/3/2019 4:22:23 PM, PC3



May __, 2019

TO: San Miguel County Planning Department

RE: **TSG Ski & Golf – Preliminary Application for Substantial Plat and PUD Amendment**
IPOA WILL-SERVE LETTER

Dear Planning Department.

TSG Ski & Golf, LLC (“TSG”) has requested the Ilium Property Owners Association (“IPOA”) provide the County with a “will serve” letter, as part of its Application requirements, confirming IPOA’s water and sewer systems will provide water and sewer service to the proposed development. The purpose of this letter is to inform the County and confirm the IPOA’s water and sewer systems are adequate to support TSG’s proposed development (as presented in its Preliminary Application) for the Q-Lots and SV Lots (SV 110, 120 and 130).

TSG’s Application proposes a development for 23 Ilium Q Lots and Sunshine Valley (SV) Lots as follows: Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35 and SV Lots 110, 120 and 130 Lawson Hill PUD (LHPUD).

Under current zoning, all Q Lots are zoned as SF Lots (1 Unit) except two duplex Lots (Q17 and Q19, which both allow 2 Units on each Lot). The SV Lots are currently zoned for 13 Units (110 is zoned for 6 and 120/130 combined are zoned for 7 Units). The current combined and permitted Units on all of TSG’s Lots is 38 Units.

TSG’s Application seeks to re-distribute and reduce the number of Units and Density currently allowed by creating a proposed development plan that provides for 16 single-family homes (8 of which will be for sale), 4 Duplexes (2 of which will be for sale) and one (1) Triplex on the Q-Lots, and 2 Duplexes on the Sunshine Valley Lots, for a total of 31 Units (27 on the Q-Lots and 4 on the SV Lots). While some of the Q Lots which were originally zoned as single family will now be duplexes, some of the Q Lots (and one SV Lot – 130) will have no development at all. Overall, TSG is reducing the Units/Density from 38 to 31. There will be no quadplexes and only one triplex.

Additionally, at the current time, TSG’s development plan shows a reduction of the total square footage of the project. The square footage as shown on the Application Site Plan is less than currently allowed under existing zoning. However, we understand TSG has not completed its mass and scale or design process, and may build Units up to the maximum allowable square footage, which has not been modified from the current allowable square footage, as shown on the Land Use Matrix

Based on the Preliminary Application information, including the Site Plan, new Matrix and Narrative, the IPOA has determined its water and sewer facilities are sufficient to serve TSG’s planned development, up to the maximum allowable square footage shown on the Land Use Matrix.

If you have any further questions or require additional information from IPOA, please do not hesitate to contact us at the below e-mail and/or phone number.

Sincerely,

Ilium Property Owners Association

By: _____
Ryan Kusuno, President



Kaye Simonson <kayes@sanmiguelcountyco.gov>

RE: Density and TSG lots

1 message

Solomon, Stefanie <ssolomon@tellurideskiresort.com>
To: Kaye Simonson <kayes@sanmiguelcountyco.gov>

Mon, Jul 8, 2019 at 1:49 PM

Kaye –

I was able to speak with Bill Jensen today about your question below regarding how TSG would preferably like to handle the population density that it is not using for its current Ilium PUD.

For our Ilium project, there is currently a zoned population of 107. Our PUD is reducing the zoned population to 100, so there will be 7 persons of zoned population that will go unused, which equates to approximately 4500 sf of associated floor area.

The question is what TSG desires to do with this unused zoned population and associated sf of floor area. TSG requests the BOCC include a statement in its resolution (approving TSG's Ilium PUD) that TSG may utilize this unused population density and floor area in the future for any affordable housing project in the County, whether built or utilized by TSG or a third party. Towards this end, we request the resolution also allow TSG the ability to transfer or sell the unused zoned population density (and associated floor area) to any third party (at a price tbd by TSG), so that other qualified owners may expand or build affordable housing units in the County.

Thank you for your consideration. Stefanie

Stefanie C. Solomon, Esq.

General Counsel

[TSG Ski & Golf, LLC](#)

[565 Mountain Village Blvd](#)

[Mountain Village, CO 81435](#)

Direct: (970) 728-7318

E-mail: ssolomon@tellurideskiresort.com

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From: Kaye Simonson [mailto:kayes@sanmiguelcountyco.gov]

Sent: Wednesday, July 03, 2019 4:05 PM

To: Solomon, Stefanie <ssolomon@tellurideskiresort.com>

Subject: Density and TSG lots

EXTERNAL EMAIL/OUTSIDE SENDER

Stefanie,

I am getting some questions about what happens to the density/population that is being removed from the TSG lots and thought it might help to talk to you about what your assumptions are. If you have time on Monday, could you give me a call? Thanks.

--

Kaye Simonson, AICP

Planning Director

San Miguel County Planning Department

Phone: (970)369-5436

www.sanmiguelcountyco.gov

[]

**AMENDED AND RESTATED EXCEPTION AGREEMENT AND
AFFORDABLE HOUSING COVENANT,
EQUITABLE SERVITUDE, AND REAL COVENANTS
[Q-LOTS AND SUNSHINE VALLEY LOTS]**

THIS AGREEMENT (the "Agreement") is entered into this 25th day of March, 2019 (the "Effective Date"), by and among the TSG SKI & GOLF, LLC, a Delaware limited liability company, whose address is 565 Mountain Village Blvd, Mountain Village, Colorado 81435 ("TSG"); THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAN MIGUEL, COLORADO, P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 (the "BOCC"); and the SAN MIGUEL COUNTY HOUSING AUTHORITY, P.O. Box 840, Telluride, Colorado 81435 (the "SMCHA"). The above referenced entities shall be referred to collectively as the "Parties."

RECITALS

- A. On September 18, 2017, the Parties entered into an Exception Agreement and Affordable Housing Covenant, recorded on October 12, 2017, at Reception No. 450783 in the Office of the Clerk and Recorder, San Miguel County, Colorado ("Original Exception Agreement"). As set forth below, the Parties desire to modify the Original Exception Agreement. To avoid title confusion and uncertainty, the Parties agree that this Agreement shall fully supersede and replace, in its entirety, the Original Exception Agreement. The Original Exception Agreement is hereby voided and of no further force and effect.
- B. TSG is the owner of certain real property in San Miguel County legally described as:
- Lots Q-2, Q-3, Q-4, Q-5, Q-6, Q-8, Q-9, Q-10, Q-12, Q-13, Q-14, Q-16, Q-17, Q-19, Q-20, Q-21, Q-29, Q-30, Q-31, Q-32, Q-33, Q-34, and Q-35, Lawson Hill, according to the Substantial P.U.D. and Plat Amendment and Final Plat for Lots 440, 441, 442, 443, 444, and Tract 516; Substantial Plat and P.U.D. Amendment and Rezoning for Lots Q, Q-1, and 426 of the Lawson Hill P.U.D. recorded December 7, 2006 in Plat Book 1 at page 3768 at Reception No. 388898, County of San Miguel, State of Colorado (hereafter referred to as "Ilium Q Lots"). Each of the Ilium Q Lots are zoned AHPUD and the designated use is for a Single-family dwelling on each lot, except lots Q17 and Q19 are designated for duplexes, for a total of twenty-five (25) Units of Density.
- C. TSG is also the owner of property adjacent to the Ilium Q Lots in the Sunshine Valley Condominiums Project, legally described as follows: SV110, SV120 and SV130, Sunshine Valley Condominiums ("Sunshine Valley Lots"). These Lots combined contain a total of thirteen (13) Units of Density.
- D. TSG intends and desires to develop the Ilium Q Lots and the Sunshine Valley Lots as affordable housing for employees of TSG and other employees qualified under the

applicable Telluride R1 School District Deed Restriction, which includes all employees working and residing within the R1 School District region ("Other Qualified Employees"), as set forth in the applicable Deed Restriction (defined below). It is TSG's intent to develop an Affordable Housing neighborhood, creating a phased development consisting of single-family homes, duplexes and triplexes, as generally and conceptually described in this Agreement, and to be ultimately approved through the PUD process. TSG's intent is to apply to the County, within sixty (60) days of County approval and recordation of this Exception Agreement, for approval of a Substantial Plat and P.U.D. Plan Amendment that would identify and transfer some of the 13 Density Units from the Sunshine Valley Lots to some of the Ilium Q Lots, as well as transfer some density between and among Ilium Q Lots, as well as vacate lot lines of some of the Ilium Q Lots, to create a development that supports the neighborhood aesthetics while still promoting the creation and goals of affordable housing. In addition, TSG is asking the BOCC to authorize the long-term rental and/or sale by TSG of the single family homes, duplex affordable housing units and triplex affordable housing units to TSG's employees and/or Other Qualified Employees, as further described in this Agreement.

- F. The Ilium Q Lots and the Sunshine Valley Lots are subject to the R-1 Housing Deed Restriction and related provisions as codified in the San Miguel County Land Use Code ("LUC"), Sections 5-1304, 5-1305 and 5-1306, and as reflected by the covenants, restrictions and equitable servitudes encumbering title to the Ilium Q Lots and Sunshine Valley Lots (collectively, the "Deed Restriction").
- G. Pursuant to LUC § 5-1305 C. I., ownership of the Ilium Q Lots and Sunshine Valley Lots is limited to: (1) Employees and their spouses; (2) Project Developers; (3) Non-occupant Owners; (4) the SMCHA or its designee; (5) the BOCC; and (6) the Town of Telluride. In lieu of the otherwise applicable LUC provisions pertaining to the Deed Restriction, the Parties agree to impose a mutually acceptable Amended and Restated Deed Restriction and Covenant, similar to those that certain owners of affordable housing previously subject to the County's R-1 Housing Deed Restriction have agreed to and, in accordance with this Agreement, that would include specific provisions only applicable to the TSG-owned Lots that are subject to this Agreement, including TSG's right to own all of the subject Lots, TSG's right to rent duplexes and triplexes, and TSG's right of first refusal set forth below. Said Amended and Restated Deed Restriction would incorporate the terms and conditions set forth in this Exception Agreement and will be fully negotiated and agreed to during the PUD process, and recorded concurrently with the PUD and Substantial Plat Amendment.
- H. The Original Exception Agreement acknowledged that TSG did not qualify to own multiple Ilium Q Lots or Sunshine Valley Lots pursuant to any of the above six categories, but the BOCC recognized that TSG's ownership of, and plans to develop the Ilium Q Lots and Sunshine Valley Lots would further the County's affordable housing goals.
- I. Pursuant to LUC § 5-1306 C., the SMCHA may grant an exception to the ownership requirements of LUC § 5-1305 C. I. in certain situations.

- J. Because TSG's ownership of the Ilium Q Lots and Sunshine Valley Lots is consistent with the County's affordable housing goals, this Agreement is intended to provide TSG with an exception to the ownership requirements of LUC § 5-1305 C. I. and thereby allow TSG to own and develop the Ilium Q Lots and Sunshine Valley Lots and make them available (via sale or long-term rental) to TSG employees and Other Qualified Employees pursuant to a real covenant imposed by TSG, acceptable to the BOCC, without violating the mutually agreed to Amended and Restated Deed Restriction and Covenant.

NOW, THEREFORE, in consideration of the above Recitals, the mutual covenants, restrictions and equitable servitudes stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the BOCC, the SMCHA, and TSG hereby agree as follows:

1. **PERMISSION TO PURCHASE AND OWN.** The SMCHA and BOCC hereby grant TSG permission to purchase and own the Ilium Q Lots and Sunshine Valley Lots, subject to the following conditions:
 - A. TSG shall create a phased development which conceptually and generally adheres to the following general guidelines:
 - i. Phase 1. TSG shall within sixty (60) days of approval and recordation of this Agreement, submit a complete Preliminary Application for BOCC approval for a Substantial Plat and P.U.D. Plan Amendment consistent with this Agreement. *TSG shall seek to obtain approval for any such Substantial Plat and P.U.D. Plan Amendment within twelve months of submitting a complete Preliminary Application to the county.* TSG shall commence Phase 1, within two (2) years of final approval and recordation of a Substantial Plat and P.U.D. Plan Amendment. Phase 1 may consist of two duplexes, one on each of the Sunshine Valley Lots SV110 and SV120. Two of the Duplex Units (i.e., an entire Duplex consisting of two Duplex Units or a single Duplex Unit in each of the two Duplexes) will be sold to a TSG employee and two of the Duplex Units shall be sold to Other Qualified Employees. TSG shall obtain a certificate of Occupancy from the San Miguel County Building Department for the Duplexes, as defined in LUC Article 6, no later than twenty-four (24) months after construction commences, unless prevented from doing so by conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, economic downturn, governmental restrictions, power failures, or damage or destruction of any necessary facilities, equipment, supplies or material ("Phase 1").
 - ii. Phase 2. Within two years after completion of Phase 1, TSG shall obtain a Certificate of Occupancy from the San Miguel County Building Department for either (a) Single Family Residences; (b) duplexes; or (c) triplexes, or any combination thereof, for development consistent with the approved Substantial Plat and P.U.D. Plan Amendment TSG obtains for the Ilium Q Lots, on any one of five (5) Phases (2A, 2B, 2C, 2D, 2E) of Ilium Q Lots, identified as follows:

- a) Phase 2A. Lots Q8, Q9, Q10, consisting of a single family, owner-occupied home for sale, on each of these Lots, for a total of 3 Density Units;
 - b) Phase 2B. Lots Q12, Q13, Q14, consisting of: a single family, owner occupied home for sale on Lots Q12, and Q13; and a single family home for rental on Unit Q14, for a total of 3 Density Units;
 - c) Phase 2C. Lots Q29, Q30, Q31, Q32, Q33, Q34, Q35, consisting of: single family homes for rental on Lots Q29, Q30, Q31 and Q35; and a Duplex for rental on each of Lots Q32, Q33, and Q34, for a total of 10 Density Units, all available for rental;
 - d) Phase 2D. Lots Q16, Q17, Q19, Q20, Q21, consisting of: single family homes for rental on each of Lots Q16, Q17 and Q19; and single family, owner-occupied homes for sale on Lot Q20s and Q21, for a total of 5 Density Units; and
 - e) Phase 2E. Lots Q2, Q4, Q5, , consisting of: a single family, owner-occupied home for sale on Lot Q2; a Triplex for rental on Lot Q4; and a Duplex for rental on Lot Q5, for a total of 6 Density Units. NOTE: Lot Q3 is intended to be vacated and merged with Q2 and Q4, and Lot Q6 is intended to be designated as open space and will be proposed as such on the Substantial Plat Amendment.
- iii. TSG, at its sole discretion, may choose which aspect of Phase 2 (Phase 2A-2E) to develop at any given time during Phase 2, or may decide to develop some portion of Phase 2 prior to Phase 1. The above phasing is conceptual at this time, and the PUD process and approval will determine a more precise phasing schedule. TSG, at its sole discretion, may also choose to switch certain unit designations, i.e., single family homes with certain duplexes, except that TSG will not change the designation of the single family homes on Lots Q2, Q8, Q9, Q10, Q12 and Q13 (surrounding the home currently owned by Smith on Q11) or the designation of the single family homes on Lots Q20 and Q21, to the South of the home currently owned by Bagnall on Lot Q22.
 - iv. Any and all sales of any Units, including all Units built upon any Q Lot and/or Sunshine Valley Lots are contingent upon TSG being able to obtain and impose a right of first refusal on the buyers of any such lots, prior to any such lot sales. If TSG is unable to obtain a right of first refusal on any sale of any Lot or Unit subject to this Agreement, then TSG, at its sole discretion, may determine to rent the Unit, pursuant to the terms of this Agreement, instead of sell that Unit.
 - v. At TSG's discretion, each cluster of Lots may be developed in separate phases, yet for all Lots in a specific cluster, TSG will endeavor to develop such Lots

during the same phase. Each Phase (2A-2E) will be developed within two (2) years of completion and receipt by TSG of a Certificate of Occupancy for a previously completed cluster.

- B. TSG shall fully develop the Ilium Q Lots and the Sunshine Valley Lots within twelve (12) years of commencement of construction of Phase 1. TSG shall complete all phases and obtain all required Certificates of Occupancy within the time frames stated above, unless prevented from doing so by conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, economic downturn, governmental restrictions, power failures, or damage or destruction of any necessary facilities, equipment, supplies or material. Should TSG fail to develop the subject property in accordance with its obligations under this Agreement, and for reasons other than those permitted in this Agreement, then TSG shall be considered to be in breach of this Agreement, only if it fails or refuses to remedy any such specified breach within two (2) years of receiving written notice of any such failure to develop the subject property from the BOCC and/or the SMCHA, to their reasonable satisfaction. If a breach by TSG remains after said two (2) year period, the BOCC and /or the SMCHA may pursue their available legal and/or equitable remedies, which right(s) shall not include the right to specific performance by TSG.

C. Rental and/or Sale of Units:

- i. Duplexes/Triplex. Except for the Duplexes it builds on the Sunshine Valley Lots, which TSG is committing to sell to Other Qualified Employees as described in Section 1.A.i of this Agreement, TSG shall be permitted to rent or sell, at its sole discretion, all Duplexes and Triplexes it builds as affordable housing under this Agreement or as part of its Substantial Plat and PUD Plan Amendment.
- ii. Single Family Homes. For single-family dwelling units, TSG shall list for sale only (not rent) the single family homes built on Lots Q2, Q8, Q9, Q10, Q12, Q13, Q20 and Q21. However, TSG shall be permitted to sell or rent, at TSG's sole discretion, single family homes built on Lots Q14, Q16, Q17, Q19, Q29, Q30, Q31, and Q35 ("Allowable SF Rentals"). This exception to the Deed Restriction allowing TSG the option of renting these eight homes shall inure solely to the benefit of TSG. No subsequent third-party purchaser of any Allowable SF Rental shall be permitted to rent that dwelling unit unless said rental is first approved separately by the SMRHA, pursuant to SMRHA procedures under the applicable Deed Restriction. If, however, TSG sells an Allowable SF Rental, and subsequently re-purchases the home through a right of first refusal or otherwise, TSG shall continue to have the right to rent and/or sell that dwelling unit.
- iii. Any and all rentals permitted under this Agreement shall be for a minimum of a one-year lease term, and TSG shall only rent to year-round, not seasonal, employees.

- D. Subject to the provisions hereof, the Amended and Restated Deed Restriction and Covenant shall apply to and burden the Ilium Q Lots and Sunshine Valley Lots as well, and shall not be released or deemed to be released due to the existence of any contract or covenant that TSG may enter into with a buyer or any other third party.
- E. The provisions of the Amended and Restated Deed Restriction and Covenant shall govern all conveyances and rentals of the Ilium Q Lots and Sunshine Valley Lots. All buyers and renters except TSG shall be required to comply with the Deed Restriction. Specifically, the potential buyer or renter shall submit a San Miguel County R-1 Deed Restriction Application (the "Deed Restriction Application") to the San Miguel Regional Housing Authority (the "SMRHA") and receive approval from the SMRHA prior to purchasing or occupying any of TSG's Ilium Q Lots or Sunshine Valley Lots. In 2017, TSG paid applicable and agreed-to fees to SMRHA.
- F. The following provisions shall apply to any buyer or renter for whom TSG verifies in writing, to the SMRHA, that such buyer or renter is or will be a full time employee of TSG (the "Written Verification"):
- a. TSG and the SMRHA shall develop a simplified application form for use in conjunction with the Written Verification (the "Simplified Application"). Buyers and renters for whom Written Verification is provided shall submit the Simplified Application in lieu of the Deed Restriction Application.
 - b. All applicants who are eligible for, and submit, a Simplified Application shall be deemed an "Employee" as defined in LUC § 5-1305 B. VII. for purposes of obtaining a Certificate of Qualification and shall not be required to obtain an Exception Agreement from the SMCHA provided the buyer or renter satisfies all other provisions of the mutually approved Amended and Restated Deed Restriction and Covenant.
- G. Any buyer, except TSG, for whom TSG does not provide Written Verification shall not be eligible to submit a Simplified Application and shall comply with all provisions of the Deed Restriction.
- H. In the event TSG is the buyer, TSG shall notify the SMRHA in writing of its intention to purchase no later than four (4) weeks prior to closing on the property, but need not obtain approval from the SMRHA in order to purchase the property, which shall remain subject to the mutually approved Amended and Restated Deed Restriction and Covenant.
- I. TSG may rent its properties (permitted to be rented pursuant to this Agreement) in accordance with the provisions of this Agreement and the mutually approved Amended and Restated Deed Restriction and Covenant, but shall use good faith and commercially reasonable efforts to not allow any such property to remain vacant for more than three (3) months.

- J. Whenever title to any of TSG Ilium Q Lots and/or the Sunshine Valley Lots is conveyed by any means, the County may enter into an Option to Purchase agreement pursuant to LUC § 5-1305 B. XII. and § 5-1305 F. VI. if the lender so requires. However, the County may exercise such option only if TSG has not timely exercised any option to purchase it may have obtained pursuant to its agreement with the employee-buyer.
2. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding among the BOCC, the SMCHA, and TSG and supersedes any prior written or oral agreement or understanding relating to the subject matter of this Agreement.
 3. **NOTICE.** Any notice given under this Agreement by one party to any other party shall be written and will be deemed effective upon personal delivery or upon deposit into the United States mail, with certified, pre-paid postage, addressed to the respective parties at the addresses first stated above, or at any other address a party may designate in writing to the other parties.
 4. **MISCELLANEOUS.** In the event litigation is commenced in this matter, venue and jurisdiction shall be proper only in San Miguel County District Court. Time is of the essence hereof. The parties reserve all rights they have pursuant to Colorado law to enforce this Agreement, including, without limit, the right of specific performance. The prevailing party in any legal proceeding under or concerning this Agreement shall have the right to recover reasonable attorney fees and costs actually incurred. Should a Court of competent jurisdiction find and determine that a specific provision or provisions of this Agreement are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Agreement, which shall remain legally valid and in full force and effect. Colorado law shall govern and construe this Agreement, except that it shall not be construed against any party hereto as each acknowledges having had the opportunity to receive the advice of legal counsel and to participate in the drafting of this Agreement.
 5. **EFFECT OF AGREEMENT.** To the extent not modified hereby, all other terms and provisions of the mutually approved Amended and Restated Deed Restriction and Covenant shall remain in full force and effect. All parties hereto expressly understand and acknowledge that this Agreement does not, nor is it intended to, release the Ilium Q Lots or Sunshine Valley Lots or any person or entity who may, at any given time, own or occupy one or more of the subject Lots, from the provisions and requirements of the mutually approved Amended and Restated Deed Restriction and Covenant. All parties hereto expressly understand and acknowledge that the mutually approved Amended and Restated Deed Restriction and Covenant is a real covenant that runs with the title to the Ilium Q Lots and Sunshine Valley Lots as provided in the Substantial Plat and P.U.D. Amendment and Rezoning for Lots Q, Q-1, and 426 of the Lawson Hill P.U.D. recorded December 7, 2006 in Plat Book 1 at page 3768 at Reception No. 388898.
 6. **RECORDATION.** This Agreement shall be recorded after all Parties have signed below, in the public records of San Miguel County, Colorado. It is the intent of the Parties that this

Agreement shall be recorded in the chain of title as a real covenant applicable to each and every of the Illum Q Lots and Sunshine Valley Lots, as legally described hereinabove.

7. **THIRD-PARTY BENEFICIARY.** Two Rivers HOA shall be a third-party beneficiary to this Agreement and is entitled to such specified rights and benefits hereunder and may enforce such provisions hereof as if it were a party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BOCC:
BOARD OF COMMISSIONERS OF THE
COUNTY OF SAN MIGUEL,
COLORADO



ATTEST:

Carmen L. Warfield
Carmen L. Warfield, Chief Deputy Clerk

STATE OF COLORADO }
COUNTY OF SAN MIGUEL } ss.

Acknowledged, subscribed and sworn to before me this 25 day of March, 2019, by Kris Holstrom, as Chair of the Board of Commissioners for San Miguel County and by Carmen Warfield, the Chief Deputy Clerk to the Board of County Commissioners of San Miguel County, Colorado.

My commission expires

Oct 14, 2019

Witness my hand and official seal.

Tonya M. McCann
Notary Public

TONYA M MCCANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954016187
My Commission Expires: October 14, 2019

Signatures continued on next page

SMCHA:
SAN MIGUEL COUNTY HOUSING
AUTHORITY

Kris Holstrom
Kris Holstrom, Chair

STATE OF COLORADO }
COUNTY OF SAN MIGUEL } ss.

Acknowledged, subscribed and sworn to before me this 25th day of March, 2019,
by Kris Holstrom, as Chair of the San Miguel County Housing Authority, a body corporate
and politic.

My commission expires Oct 14, 2019
Witness my hand and official seal.

Tonya M McCann
Notary Public

TONYA M MCCANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954016187
My Commission Expires: October 14, 2019

TSG Ski & Golf, LLC:

By: Bill Jensen
Bill Jensen, CEO

STATE OF COLORADO }
COUNTY OF SAN MIGUEL } ss.

Acknowledged, subscribed and sworn to before me this 25th day of March, 2019, by Bill
Jensen, as the Chief Executive Officer of TSG Ski & Golf, LLC.

My commission expires
1/4/21
Witness my hand and official seal.

Stefanie C. Solomon
Notary Public

STEFANIE C. SOLOMON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004018588
MY COMMISSION EXPIRES JANUARY 11, 2021

**APPLICANT'S CERTIFICATION OF COMPLIANCE WITH THE PUBLIC NOTICING
REQUIREMENTS OF THE SAN MIGUEL COUNTY LAND USE CODE SECTION 3-9**

TSG Ski & Golf, LLC, Applicant, or the duly designated agent(s) of Applicant, has applied to San Miguel County for approval of a land use application. Applicant recognizes that the provisions of the San Miguel County Land Use Code (LUC) Section 3-9 require public notice by First Class mail and posting of the property not less than twenty (20) days before the date scheduled for a public meeting or hearing.

Applicant or Applicant's agent(s) have examined the current tax records of San Miguel County as they appeared either in the records of the San Miguel County Assessor or under the San Miguel County Geographic Information Systems* (GIS) mapping program no more than sixty (60) days prior to the date of the public meeting or hearing. Applicant or Applicant's agent(s) hereby certifies that: (Applicant must check all.)



Following an examination of the records in the San Miguel County Assessor or under the San Miguel County GIS* mapping program, the Applicant has provided public notice, in compliance with LUC § 3-903C not less than twenty (20) days before the date scheduled for a public meeting or hearing, by First Class mail to every property owner and condominium unit owner within 500 feet of the perimeter of the subject property. **I hereby certify that I have attached a copy of this public notice letter and mailing list to this certification.**

AND



Not less than twenty (20) days before the date scheduled for a public meeting or hearing, I hereby certify that, in compliance with LUC § 3-903B, public notice has also been provided by posting a sign in a conspicuous place on the property that is the subject of the land use application.

I understand that San Miguel County requires completion and delivery of this Certification of Compliance to the San Miguel County Planning Department at least ten (10) days prior to the initial public meeting or hearing on a land use application. I further understand that failure to submit the required Certification of Compliance to the County Planning Department at least ten (10) days prior to the initial public meeting on a land use application will result in the public meeting or hearing being rescheduled to a later date.

A. Salomon
Name

TSG Ski & Golf, LLC
(Insert Applicant's name if executed by agent)

Ilium Q Lots and Sunshine Valley Lots SV110, SV120 and SV130
Physical location of Property and/or legal description

565 Mountain Village Blvd, Telluride, CO 81425

Mailing Address (if different from above)

Date: 5/15/19

Signature: *A. Salomon* [text/luc/certification.property.owner]

* GIS data may not accurately or completely reflect owners in multi-unit, multi-floor buildings in San Miguel County. In such instance, the applicant must examine the Assessor's information in addition to the GIS data in order to provide the required public notice.

May 3, 2019

NOTICE TO PROPERTY OWNERS:

The San Miguel County Planning Commission has been asked to consider an application submitted by TSG Ski & Golf, LLC (Applicant), 565 Mountain Village Blvd., Mountain Village, CO 81435, owner of Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD, in the Affordable Housing PUD (AHPUD) Zone District, located on Two Rivers Drive in the Ilium Valley four miles west of the Town of Telluride off Highway 145. The Applicant seeks a Substantial PUD and Plat Amendment to modify some of the lot lines between certain lots, to amend the PUD Land Use Matrix, and to change certain allowed uses from single-family residences to duplexes and/or triplex. A Substantial PUD and Plat Amendment requires Two-step Planning Commission and Board of County Commissioner review and approval.

This Public meeting is the first step of a Two-step Planning Commission and Board of County Commissioner Review pursuant to Land Use Code Section 5-1503 and Section 3-601 B.

A site visit by the Planning Commission will be held prior to the formal meeting to review this Substantial PUD & Plat Amendment application. A public meeting on the above proposal will be held by the County Planning Commission on June 12, 2019, at 10:00 am at 333 West Colorado Ave., Second Floor Meeting Room, Miramonte Building, Telluride, Colorado at which time you may appear if you so desire, either in person or by agent or attorney, to ask questions or provide comments regarding the proposed use.

Written comments of more than one page may not receive full consideration if not received by **NOON** May 28, 2019. Send comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435 or kayes@sanmiguelcountyco.gov.

The meeting on this proposal is not limited to those receiving copies of this notice. If you know of any neighbor or potentially affected property owner who, for any reason, has not received a copy of this notice, it would be appreciated if you would inform them of this public meeting.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Stephanie Solomon', is written over a horizontal line.

Stephanie Solomon, General Counsel
TSG Ski & Golf, LLC

ADAMS DEBBIE

908 TWO RIVERS DRIVE
TELLURIDE CO 814359152

ALEXANDER TRUST DATED JUNE 25 2014

ALLEN DAVID GARRISON

911 TWO RIVERS DRIVE
TELLURIDE CO 81435

ATTENBERGER HEIDI

PO BOX 374
NORWOOD CO 81423

BAGNALL ANDY AND
BENZ KARA AS JT

899 TWO RIVERS DR
TELLURIDE CO 814359152

BALSER MICHAEL

905 TWO RIVERS DRIVE
TELLURIDE CO 81435

BEERE JOHANNES L AND
MCCLINSEY KRISTEN J AS JT

PO BOX 1958
TELLURIDE CO 814351958

BLAKEMAN JOSHUA AND
BLAKEMAN HEATHER AS JT

PO BOX 2529
TELLURIDE CO 814352529

CHAVIRA GLORIA

904 TWO RIVERS DRIVE
TELLURIDE CO 81435

CONNOR HEIDI AND TIM W JT

900 TWO RIVERS DRIVE
TELLURIDE CO 81435

DASARO PATRICK AND CHANTRY AS JT

PO BOX 3491
TELLURIDE CO 814353491

DAVIS SALLY

925 TWO RIVERS DR
TELLURIDE CO 81435

DOHNAL RYAN AND
DOHNAL ZOE AS JT

923 TWO RIVERS DRIVE
TELLURIDE CO 81435

DOSTAL BENJAMIN

PO BOX 789
TELLURIDE CO 814350789

DUNCAN JOHN AND LAURA JT

895 TWO RIVERS ROAD
TELLURIDE CO 81435

FISH CHRISTOPHER AND
BREWER MACKENZY AS JT

921 TWO RIVERS DRIVE
TELLURIDE CO 814359152

FRIEDMAN MELISSA L

906 TWO RIVERS DRIVE
TELLURIDE CO 81435

GARDNER BENJAMIN

915 TWO RIVERS DR
TELLURIDE CO 814353735

ILUM PARK OWNERS ASSOC

PO BOX 3753
TELLURIDE CO 81435

ILUM PARK OWNERS ASSOCIATION

909 TWO RIVERS DR
TELLURIDE CO 814359152

ILUM PARK OWNERS ASSOCIATION

CO SHUGARS & COMPANY
PO BOX 2517
TELLURIDE CO 814352517

LAURITZEN LEAH K AND NICKOLAS J AS JT

CO SHUGARS & COMPANY
PO BOX 2517
TELLURIDE CO 814352517

LAWSON HILL OPEN SPACE LAND
OWNERS COMPANY LLC

CO SHUGARS & COMPANY
PO BOX 2517
TELLURIDE CO 814352517

LAWSON HILL OPEN SPACE LAND
OWNERS COMPANY LLC

777 TWO RIVERS DR
TELLURIDE CO 81435

METCALF JODY D AND JAROD L AS JT

PO BOX 3927
TELLURIDE CO 81435

OVERTON DEVIN

PO BOX 3927
TELLURIDE CO 81435

PACE ADAM W AND
PACE DONNA M AS JT

913 TWO RIVERS DRIVE
TELLURIDE CO 81435

PITTENGER SCOTT C AND MEGHAN R AS JT

902 TWO RIVERS DRIVE
TELLURIDE CO 81435

910 TWO RIVERS DRIVE
TELLURIDE CO 81435

893 TWO RIVERS DR
TELLURIDE CO 814359152

PITTS PETER	PITTS PETER	PITTS PETER
PO BOX 564 TELLURIDE CO PITTS PETER	81435	814350564
PO BOX 564 TELLURIDE CO SAN MIGUEL COUNTY	81435-0564	814350564
PO BOX 1170 TELLURIDE CO SMITH RYAN	81435	81435
150 EDGEWATER DR TELLURIDE CO SZIGETI ROBERT AND SZIGETI DIANA AS JT	814359171	81435
PO BOX 3618 TELLURIDE CO TELECAM PARTNERSHIP II LIMITED	814353618	814353231
PO BOX 3231 TELLURIDE CO TELLURIDE SCHOOL DISTRICT R1	814353231	81435
C O KURT SUGARS 721 WEST COLORADO AVE. TELLURIDE CO TERRITO TIM	81435	81435
PO BOX 1592 TELLURIDE CO TSG LLC A DE LLC	814351592	81435
565 MOUNTAIN VILLAGE BLVD TELLURIDE CO TSG SKI & GOLF LLC	81435	81435
565 MTN VLG BLVD TELLURIDE CO	81435	81435

TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC A DE LLC		TWO RIVERS OWNERS ASSOCIATION INC A NONPROF		USFS	
565 MTN VLG BLVD		CO THAM INC			
TELLURIDE CO	81435	PO BOX 1890			
USFS		TELLURIDE CO	814351890		
PO 388		VARESE FRANCO GIORGIO		WILSON EDWARD	
Norwood, CO					
81423		PO BOX 2166		104 SHORT CT	
		TELLURIDE CO	814352166	TELLURIDE CO	814359151
WITHERS ELENA R AND					
SUNDELL-NORLIN STUART L AS JT					
922 TWO RIVERS					
TELLURIDE CO	81435				

**APPLICANT'S CERTIFICATION OF COMPLIANCE WITH THE PUBLIC NOTICING
REQUIREMENTS OF THE SAN MIGUEL COUNTY LAND USE CODE SECTION 3-9**

TSG Ski & Golf, LLC, Applicant, or the duly designated agent(s) of Applicant, has applied to San Miguel County for approval of a land use application. Applicant recognizes that the provisions of the San Miguel County Land Use Code (LUC) Section 3-9 require public notice by First Class mail and posting of the property not less than twenty (20) days before the date scheduled for a public meeting or hearing.

Applicant or Applicant's agent(s) have examined the current tax records of San Miguel County as they appeared either in the records of the San Miguel County Assessor or under the San Miguel County Geographic Information Systems* (GIS) mapping program no more than sixty (60) days prior to the date of the public meeting or hearing. Applicant or Applicant's agent(s) hereby certifies that: (Applicant must check all.)



Following an examination of the records in the San Miguel County Assessor or under the San Miguel County GIS* mapping program, the Applicant has provided public notice, in compliance with LUC § 3-903C not less than twenty (20) days before the date scheduled for a public meeting or hearing, by First Class mail to every property owner and condominium unit owner within 500 feet of the perimeter of the subject property. **I hereby certify that I have attached a copy of this public notice letter and mailing list to this certification.**

AND



Not less than twenty (20) days before the date scheduled for a public meeting or hearing, I hereby certify that, in compliance with LUC § 3-903B, public notice has also been provided by posting a sign in a conspicuous place on the property that is the subject of the land use application.

I understand that San Miguel County requires completion and delivery of this Certification of Compliance to the San Miguel County Planning Department at least ten (10) days prior to the initial public meeting or hearing on a land use application. I further understand that failure to submit the required Certification of Compliance to the County Planning Department at least ten (10) days prior to the initial public meeting on a land use application will result in the public meeting or hearing being rescheduled to a later date.

Stephanie Solomon
Name

TSG Ski & Golf, LLC
(Insert Applicant's name if executed by agent)

Ilium Q Lots & SV Lots

Physical location of Property and/or legal description

Mailing Address (if different from above)

Date:

June 21, 2019

Signature:

[Signature]

[text/luc/certification.property.owner]

* GIS data may not accurately or completely reflect owners in multi-unit, multi-floor buildings in San Miguel County. In such instance, the applicant must examine the Assessor's information in addition to the GIS data in order to provide the required public notice.

June 17, 2019

NOTICE TO PROPERTY OWNERS:

The San Miguel County Board of County Commissioners has been asked to consider an application submitted by TSG Ski & Golf, LLC (Applicant), 565 Mountain Village Blvd., Mountain Village, CO 81435, owner of Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD, in the Affordable Housing PUD (AHPUD) Zone District, located on Two Rivers Drive in the Ilium Valley four miles west of the Town of Telluride off Highway 145. The Applicant seeks a Substantial PUD and Plat Amendment to modify some of the lot lines between certain lots, to amend the PUD Land Use Matrix, and to change certain allowed uses from single-family residences to duplexes and/or triplex. A Substantial PUD and Plat Amendment requires Two-step Planning Commission and Board of County Commissioner review and approval.

This Public Hearing is the second step of a Two-step Planning Commission and Board of County Commissioner Review pursuant to Land Use Code Section 5-1503 and Section 3-601 B.

A Public Hearing on the above proposal will be held by the Board of County Commissioners on July 17, 2019, at 10:00 am at 333 West Colorado Ave., Second Floor Meeting Room, Miramonte Building, Telluride, Colorado at which time you may appear if you so desire, either in person or by agent or attorney, to ask questions or provide comments regarding the proposed use.

Written comments of more than one page may not receive full consideration if not received by **NOON** July 5, 2019. Send comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435 or kayes@sanmiguelcountyco.gov.

The meeting on this proposal is not limited to those receiving copies of this notice. If you know of any neighbor or potentially affected property owner who, for any reason, has not received a copy of this notice, it would be appreciated if you would inform them of this public meeting.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Stephanie Solomon', is written over a horizontal line.

Stephanie Solomon, General Counsel
TSG Ski & Golf, LLC

ADAMS DEBBIE

908 TWO RIVERS DRIVE
TELLURIDE CO 814359152

ALEXANDER TRUST DATED JUNE 25 2014

ALLEN DAVID GARRISON

911 TWO RIVERS DRIVE
TELLURIDE CO 81435

ATTENBERGER HEIDI

PO BOX 374
NORWOOD CO 81423

BAGNALL ANDY AND
BENZ KARA AS JT

899 TWO RIVERS DR
TELLURIDE CO 814359152

BALSER MICHAEL

905 TWO RIVERS DRIVE
TELLURIDE CO 81435

BEERE JOHANNES L AND
MCCLINSEY KRISTEN J AS JT

PO BOX 1958
TELLURIDE CO 814351958

BLAKEMAN JOSHUA AND
BLAKEMAN HEATHER AS JT

PO BOX 2529
TELLURIDE CO 814352529

CHAVIRA GLORIA

904 TWO RIVERS DRIVE
TELLURIDE CO 81435

CONNOR HEIDI AND TIM W JT

900 TWO RIVERS DRIVE
TELLURIDE CO 81435

DASARO PATRICK AND CHANTRY AS JT

PO BOX 3491
TELLURIDE CO 814353491

DAVIS SALLY

925 TWO RIVERS DR
TELLURIDE CO 81435

DOHNAL RYAN AND
DOHNAL ZOE AS JT

923 TWO RIVERS DRIVE
TELLURIDE CO 81435

DOSTAL BENJAMIN

PO BOX 789
TELLURIDE CO 814350789

DUNCAN JOHN AND LAURA JT

895 TWO RIVERS ROAD
TELLURIDE CO 81435

FISH CHRISTOPHER AND
BREWER MACKENZY AS JT

921 TWO RIVERS DRIVE
TELLURIDE CO 814359152

FRIEDMAN MELISSA L

906 TWO RIVERS DRIVE
TELLURIDE CO 81435

GARDNER BENJAMIN

915 TWO RIVERS DR
TELLURIDE CO 814353735

ILIUM PARK OWNERS ASSOC

PO BOX 3753
TELLURIDE CO 81435

ILIUM PARK OWNERS ASSOCIATION

909 TWO RIVERS DR
TELLURIDE CO 814359152

ILIUM PARK OWNERS ASSOCIATION

CO SHUGARS & COMPANY
PO BOX 2517
TELLURIDE CO 814352517

LAURITZEN LEAH K AND NICKOLAS J AS JT

CO SHUGARS & COMPANY
PO BOX 2517
TELLURIDE CO 814352517

LAWSON HILL OPEN SPACE LAND
OWNERS COMPANY LLC

CO SHUGARS & COMPANY
PO BOX 2517
TELLURIDE CO 814352517

LAWSON HILL OPEN SPACE LAND
OWNERS COMPANY LLC

777 TWO RIVERS DR
TELLURIDE CO 81435

METCALF JODY D AND JAROD L AS JT

PO BOX 3927
TELLURIDE CO 81435

OVERTON DEVIN

PO BOX 3927
TELLURIDE CO 81435

PAGE ADAM W AND
PAGE DONNA M AS JT

913 TWO RIVERS DRIVE
TELLURIDE CO 81435

PITTENGER SCOTT C AND MEGHAN R AS JT

902 TWO RIVERS DRIVE
TELLURIDE CO 81435

910 TWO RIVERS DRIVE
TELLURIDE CO 81435

893 TWO RIVERS DR
TELLURIDE CO 814359152

PITTS PETER		PITTS PETER		PITTS PETER	
PO BOX 564		PO BOX 564		PO BOX 564	
TELLURIDE CO	81435	TELLURIDE CO	814350564	TELLURIDE CO	814350564
PITTS PETER		PURDY SHIRLEY		RILEY WILLIAM C	
PO BOX 564		907 TWO RIVERS DRIVE		PO BOX 3551	
TELLURIDE CO	81435-0564	TELLURIDE CO	81435	TELLURIDE CO	814353551
SAN MIGUEL COUNTY		SCHILLING AMY T		SMETHURST FRANK	
PO BOX 1170		PO BOX 1501		919 TWO RIVERS DRIVE	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
SMITH RYAN		STEWART WALTER SCOTT		SUMPTER MELISSA MAE AND	
150 EDGEWATER DR		916 TWO RIVERS DR		918 TWO RIVERS DRIVE	
TELLURIDE CO	814359171	TELLURIDE CO	81435	TELLURIDE CO	81435
SZIGETI ROBERT AND		TELECAM PARTNERSHIP II LIMITED		TELECAM PARTNERSHIP II LIMITED	
SZIGETI DIANA AS JT					
PO BOX 3618		PO BOX 3231		PO BOX 3231	
TELLURIDE CO	814353618	TELLURIDE CO	814353231	TELLURIDE CO	814353231
TELECAM PARTNERSHIP II LIMITED		TELLURIDE REGIONAL AIRPORT AUTH		TELLURIDE REGIONAL AIRPORT AUTH	
		A POLITICAL SUB OF STATE OF COLO		A POLITICAL SUB OF STATE OF COLO	
PO BOX 3231		1500 LAST DOLLAR RD STE 1		1500 LAST DOLLAR RD STE 1	
TELLURIDE CO	814353231	TELLURIDE CO	81435	TELLURIDE CO	81435
TELLURIDE SCHOOL DISTRICT R1		TELLURIDE SCHOOL DISTRICT R1		TELLURIDE SCHOOL DISTRICT R1	
C O KURT SUGARS		C O KURT SUGARS		C O KURT SUGARS	
721 WEST COLORADO AVE.		721 WEST COLORADO AVE		721 WEST COLORADO AVE	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TERRITO TIM		TSG LLC A DE LLC		TSG LLC A DE LLC	
PO BOX 1592		565 MOUNTAIN VILLAGE BLVD		565 MOUNTAIN VILLAGE BLVD	
TELLURIDE CO	814351592	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG LLC A DE LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MOUNTAIN VILLAGE BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435

TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC		TSG SKI & GOLF LLC		TSG SKI & GOLF LLC	
565 MTN VLG BLVD		565 MTN VLG BLVD		565 MTN VLG BLVD	
TELLURIDE CO	81435	TELLURIDE CO	81435	TELLURIDE CO	81435
TSG SKI & GOLF LLC A DE LLC		TWO RIVERS OWNERS ASSOCIATION INC A NONPROF		USFS	
565 MTN VLG BLVD		CO THAM INC			
TELLURIDE CO	81435	PO BOX 1890			
USFS		TELLURIDE CO	814351890		
		VARESE FRANCO GIORGIO		WILSON EDWARD	
		PO BOX 2166		104 SHORT CT	
		TELLURIDE CO	814352166	TELLURIDE CO	814359151
WITHERS ELENA R AND					
SUNDELL-NORLIN STUART L AS JT					
922 TWO RIVERS					
TELLURIDE CO	81435				

Please publish the following Legal Ad in the:

NORWOOD POST and TELLURIDE DAILY PLANET on WEDNESDAY, June 5, 2019

Please bill: San Miguel County Planning Department
P.O. Box 548
Telluride, CO 81435

SAN MIGUEL COUNTY PLANNING COMMISSION AGENDA

June 12, 2019

Miramonte Building, Second Floor Meeting Room, 333 West Colorado Ave., Telluride

- 8:30 AM Leave Telluride
- 8:45 AM Site Visit: TSG Ski & Golf, LLC, Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD, located on Two Rivers Drive in Ilium Valley, four miles west of the Town of Telluride off Highway 145.
- 9:45 AM Approval of Minutes; Planning Commission Comments and Staff Comments
- 10:00 AM Substantial Plat and PUD Amendment Recommendation: TSG Ski & Golf LLC, Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD (PUD), in Affordable Housing PUD Zone District, to modify some of the lot lines between certain lots, to amend the PUD Development Plan Land Use Matrix, and to change certain allowed uses, from single-family residences to duplexes and/or triplexes.
- Adjourn

**For more information on the above proposals please contact the
Planning Department at (970) 728-3083**

**Times are approximate; items may begin earlier (except public hearings)
or later than scheduled.**

Legal Notices

INVITATION FOR BIDS

**Telluride Regional Airport
Telluride, Colorado
AIP Project No. 3-08-0088-035-2019**

Sealed bids, subject to the conditions contained herein, for improvements to the Telluride Regional Airport, Telluride, Colorado, AIP Project No. 3-08-0088-035-2019 will be received by Jviation, Inc., Matt Gilbreath, Project Manager, 900 S. Broadway, Suite 350, Denver, Colorado 80209, until Wednesday, June 26, 2019, at 2:30 p.m., and then publicly opened and read aloud.

The work involved will include the following:

Schedule I - Construct Electrical Equipment Building

The approximate quantities of major bid items involved in the proposed work are:

- L-108a Install #8 AWG 5000V L-842C Wire 750 LF
- L-108b Install #6 AWG Bare Copper Counterpoise Including Grounding Rods and Terminations 125 LF
- L-109a Install Pre-Engineered Airfield Lighting Building, Complete 1 LS
- L-109b Remove Airfield Lighting Enclosure, Complete 1 LS
- L-110a Install 1-2" Schedule 40 PVC Conduit (DEB) 50 LF
- L-110b Install 1-4" Schedule 40 PVC Conduit (DEB) 20 LF
- L-110c Install 4-2" Schedule 40 PVC Conduit (DEB) 10 LF

Construction for this project is expected to take 25 calendar day(s).

Contract Documents. The complete set of Specifications and Contract Documents can be downloaded from Jviation, Inc.'s bid site (<http://bid.jviation.com>), beginning on June 5, 2019. In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. To view all planholder documents (contract documents, plans and addendums) you must fill out the online form located at (<http://www.jviation.com/bidrequest>). By filling out and submitting this form, you agree to be publicly listed on the bid site with your contact information as a planholder for all projects requested. **It is the planholder's responsibility to review the site for addendums and changes before submitting their proposal.** For additional information, please contact us via email at bidinfo@jviation.com.

*Note that contractors will NOT be automatically added to new projects. You will need to re-submit the online form for access to new projects. Once granted access, additional projects will use your same login credentials. Note: Plan ahead when submitting the online request form and allow up to 2 business days for approval and access to projects.

Pre-Bid Conference. The pre-bid conference for this project will be held on Wednesday, June 12, 2019, at 2:30 p.m., in the Observation Room at the Telluride Regional Airport, Terminal, 1500 Last Dollar Road, Telluride, CO 81435. All bidders are required to examine the site to become familiar with all site conditions.

Bid Conditions. The bidder is required to provide all information as required within the Contract Documents. The bidder is required to bid on all items of every schedule or as otherwise detailed in the Instructions to Bidders.

Bids may be held by Telluride Regional Airport Authority for a period not to exceed 90 calendar days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

The right is reserved, as Telluride Regional Airport Authority may require, to reject any and all bids and to waive any informality in the bids received.

All questions regarding the bid are to be directed to (PM) with Jviation, Inc., 900 South Broadway, Suite 350, Denver, Colorado 80209, (303) 524-3030, Fax: (303) 524-3031, or email matt.gilbreath@jviation.com.

Bid Bond. Guarantee will be required with each bid as a certified check on a solvent bank or a Bid Bond in the amount of five (5) % of the total amount of the bid, made payable to the Telluride Regional Airport Authority.

Performance & Payment Bond. The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price.

Airport and Airway Improvement Act of 1982 as Amended. In accordance with the Davis-Bacon Act, as amended, the Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor.

Equal Employment Opportunity and Affirmative Action Requirement. The proposed contract is under and subject to 41 CFR Part 60-4 and Executive Order 11246 of September 24, 1965, as amended, and to the equal opportunity clause and the Standard Federal Equal Employment Opportunity Construction Contract specifications including the goals and timetables for minority and female participation.

Title VI Solicitation Notice: The Telluride Regional Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

DBE Requirement.

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

A description of the work that each DBE firm will perform;

The dollar amount of the participation of each DBE firm listed under (1)

Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and

If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 1.00 % of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met.

Individuals who are rebuttably presumed to be socially and economically disadvantaged include, women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

The apparent successful bidder will be required to submit information concerning the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract.

If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive. Those firms currently certified as DBE's by the Colorado Department of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Sponsor.

Buy American Preference

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Other Federal Provisions Award of contract is also subject to the following Federal Provisions:

- Trade Restriction Certification
- Lobbying Federal Employees
- Recovered Materials
- Government-wide Requirements for Drug-free Workplace

Other Federal Provisions included in Part A of the Special Provisions

Telluride Regional Airport Authority
Telluride, Colorado

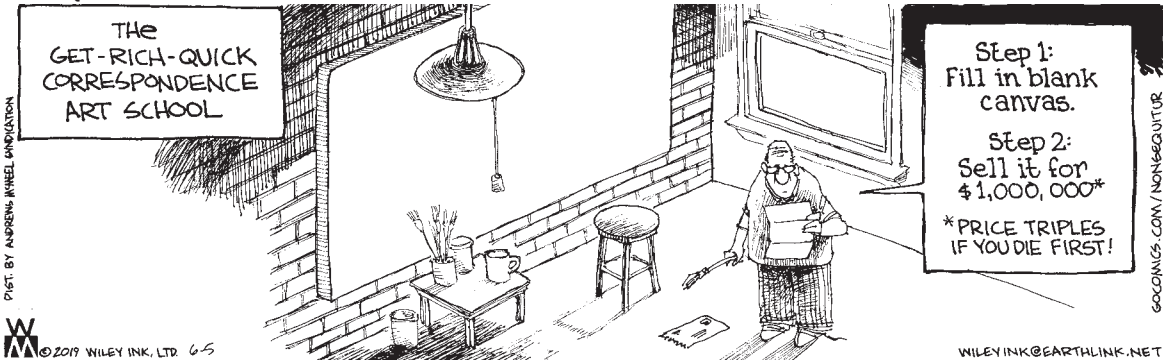
Amendment Recommendation:
TSG Ski & Golf LLC, Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD (PUD), in Affordable Housing PUD Zone District, to modify some of the lot lines between certain lots, to amend the PUD Development Plan Land Use Matrix, and to change certain allowed uses, from single-family residences to duplexes and/or triplexes.

Adjourn

For more information on the above proposals please contact the Planning Department at (970) 728-3083

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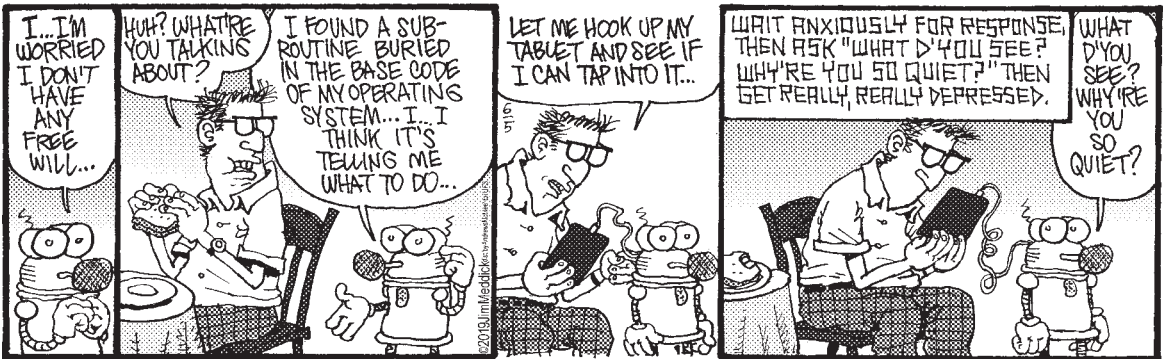
NON-SEQUITUR: WILEY MILLER



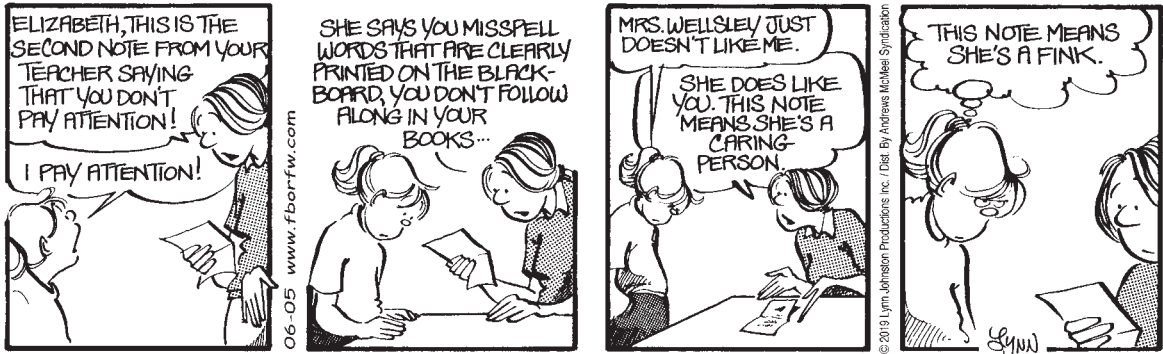
DILBERT: SCOTT ADAMS



MONTY: JIM MEDDICK



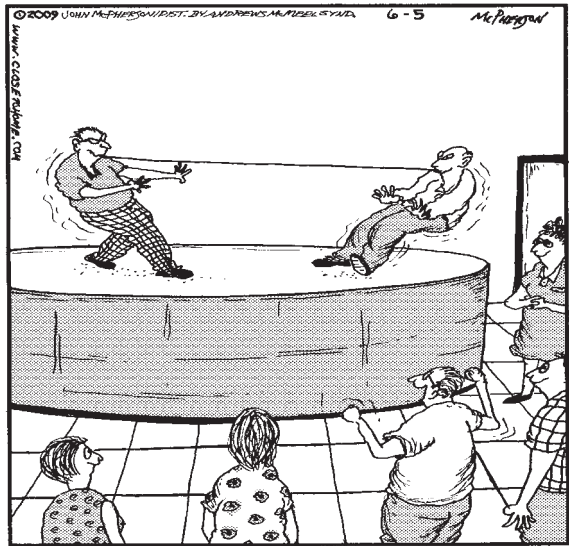
FOR BETTER OR FOR WORSE: LYNN JOHNSTON



BIZARRO: DAN PIRARO



CLOSE TO HOME: JOHN MCPHERSON



UNIVERSAL SUDOKU

Complete the grid so that every row, column and 3x3 box contains every digit from 1 to 9 inclusively.

Difficulty rating: 3

Previous puzzle solution:

8	5	2	9	3	7	6	4	1
4	1	7	8	6	5	9	2	3
3	9	6	2	4	1	5	7	8
6	3	5	7	2	4	1	8	9
2	8	4	6	1	9	3	5	7
9	7	1	5	8	3	2	6	4
5	2	9	3	7	8	4	1	6
1	6	8	4	9	2	7	3	5
7	4	3	1	5	6	8	9	2

SAN MIGUEL COUNTY PLANNING COMMISSION AGENDA

June 12, 2019

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9:45 AM Approval of Minutes; Planning Commission Comments and Staff Comments

10:00 AM Substantial Plat and PUD

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Telluride, Colorado
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Title VI Solicitation Notice: The Telluride Regional Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

DBE Requirement.

Information Submitted as a matter of bidder responsiveness: The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein: The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract; A description of the work that each DBE firm will perform; The dollar amount of the participation of each DBE firm listed under (1) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 1.00 % of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged

include, women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful bidder will be required to submit information concerning the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive. Those firms currently certified as DBE's by the Colorado Department of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Sponsor.

Buy American Preference The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certification of Offeror/Bidder Regarding Debarment By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Other Federal Provisions Award of contract is also subject to the following Federal Provisions: Trade Restriction Certification Lobbying Federal Employees Recovered Materials Government-wide Requirements for Drug-free Workplace Other Federal Provisions included in Part A of the Special Provisions

Telluride Regional Airport Authority
Telluride, Colorado

SAN MIGUEL COUNTY PLANNING COMMISSION AGENDA

June 12, 2019

Miramonte Building, Second Floor Meeting Room, 333 West Colorado Ave., Telluride

- 8:30 AM Leave Telluride
- 8:45 AM Site Visit: TSG Ski & Golf, LLC, Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD, located on Two Rivers Drive in Ilium Valley, four miles west of the Town of Telluride off Highway 145.
- 9:45 AM Approval of Minutes; Planning Commission Comments and Staff Comments
- 10:00 AM Substantial Plat and PUD Amendment Recommendation: TSG Ski & Golf LLC, Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD (PUD), in Affordable Housing PUD Zone District, to modify some of the lot lines between certain lots, to amend the PUD Development Plan Land Use Matrix, and to change certain allowed uses, from single-family residences to duplexes and/or triplexes.

Adjourn

For more information on the above proposals please contact the Planning Department at (970) 728-3083

Times are approximate; items may begin earlier (except public hearings) or later than scheduled.

DISTRICT COURT, SAN MIGUEL COUNTY STATE OF COLORADO 305 W. Colorado Ave. P.O. Box 919 Telluride, CO 81435 (970) 369-3300	▲ COURT USE ONLY ▲ Case Number: Div.: Ctrm.:
PLAINTIFF: ESTATE OF RICHARD C. SIMPSON v. DEFENDANTS: PUBLIC TRUSTEE OF SAN MIGUEL COUNTY, COLORADO; ROBERT B. SIMPSON, THE ESTATE OF CARL C. WITBECK, AND THE ESTATE OF JOHN W. WITBECK and all other persons who claim any interest in the subject matter of this action.	
Attorneys for Plaintiff, Estate of Richard C. Simpson: Name: Amanda N. Maurer, #33361 Address: Olszewski, Massih & Maurer, P.C. 1204 Grand Avenue I.P.O. Box 916 Glenwood Springs, CO 81602 Phone Number: (970) 928-9100 E-mail: amanda@ommpc.com	
SUMMONS BY PUBLICATION	

THE PEOPLE OF THE STATE OF COLORADO, TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned and required to appear and defend against the claims of the Complaint filed with the court in this action, by filing with the clerk of this court an answer or other response. You are required to file your answer or other response within 35 days after the service of this summons upon you. Service of this summons shall be complete on the day of the last publication. A copy of the Complaint may be obtained from the clerk of the court.

If you fail to file your answer or other response to the Complaint in writing within 35 days after the date of the last publication, judgment by default may be rendered against you by the court for the relief demanded in the Complaint without further notice.

This is an action to quiet title to the property described as follows:

Warranty Deed Legal (B416P507)

The West Half of the Southwest Quarter, Section 17; the Southeast Quarter of the Southeast Quarter, Section 18, and the East Half of the Northeast Quarter, Section 19, all in Township 45 North, Range 14 West, N.M.P.M.

Title Report 2018

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19 IN TOWNSHIP 45 NORTH RANGE 14 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

Also known as VACANT COUNTY ROAD 34Y NORWOOD 81423.

Dated this 6 day of May, 2019

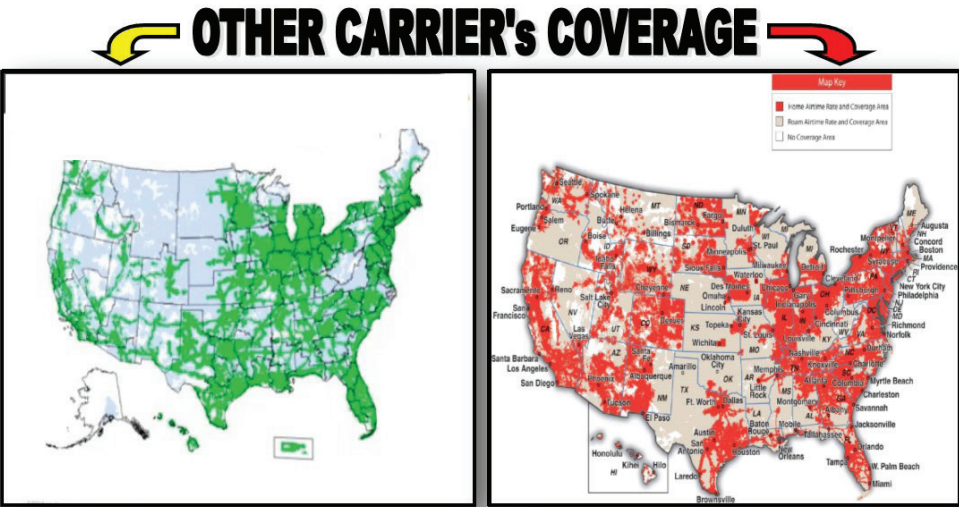
Published in the Norwood Post.
First Publication: May 8, 2019.
Last Publication: June 5, 2019.

OLSZEWSKI, MASSIH & MAURER, P.C.

By: /s/ Amanda Maurer
Amanda N. Maurer, Atty. Reg. #33361
ATTORNEY FOR PLAINTIFF

Request for Proposals & Invitation to Bid: San Miguel County Fairgrounds is accepting sealed bids from experienced contractors for the 2019 Outdoor Arena Renovation & Upgrade Project at the fairgrounds. Bid Packets may be obtained by calling (970)327-4321, on the county website www.sanmiguelcountycolorado.gov or at the Finance Office, Glockson Building, 1120 Summit St, Norwood.

San Miguel County has an open junior alternate seat on the County Planning Commission. Members must be residents of San Miguel County. Interested parties should send an email or letter to the San Miguel County Commissioners office: bocc@sanmiguelcountycolorado.gov P.O. Box 1170 – Telluride 81435
Deadline: June 12th 2019



NNTC WIRELESS brings you COVERAGE from 2 of the LARGEST CARRIERS plus NNTC has the BEST COVERAGE in the WESTEND with 9 TOWERS! Why settle for less COVERAGE when you can have the BEST OF THE BEST COMPARE OUR MAP WITH YOUR CARRIER!

NNTC WIRELESS 970-864-7335

Please publish the following Legal Ad in the:

NORWOOD POST and TELLURIDE DAILY PLANET on WEDNESDAY, July 17, 2019

Please bill: San Miguel County Planning Department
P.O. Box 548
Telluride, CO 81435

PUBLIC HEARING NOTICE

The San Miguel County Board of County Commissioners has been asked to consider an application submitted by TSG Ski & Golf, LLC (Applicant), 565 Mountain Village Blvd., Mountain Village, CO 81435, owner of Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD, in the Affordable Housing PUD (AHPUD) Zone District, located on Two Rivers Drive in the Ilium Valley four miles west of the Town of Telluride off Highway 145. The Applicant seeks a Substantial PUD and Plat Amendment to modify some of the lot lines between certain lots, to amend the PUD Land Use Matrix, and to change certain allowed uses from single-family residences to duplexes and/or triplex and vice versa. A Substantial PUD and Plat Amendment requires Two-step Planning Commission and Board of County Commissioner review and approval.

This Public Hearing is the second step of a Two-step Planning Commission and Board of County Commissioner Review pursuant to Land Use Code Section 5-1503 and Section 3-601 B. A Public Hearing on the above proposal will be held by the Board of County Commissioners on July 31, 2019, at 10:00 am at 333 West Colorado Ave., Second Floor Meeting Room, Miramonte Building, Telluride, Colorado at which time you may appear if you so desire, either in person or by agent or attorney, to ask questions or provide comments regarding the proposed use.

Written comments of more than one page may not receive complete consideration if not received by **NOON** July 24, 2019. Send written comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435 or comments can be emailed to kayes@sanmiguelcountyco.gov For more information on this proposed amendment, please call the Planning Department at (970) 728-3083, or a complete copy of the application can be accessed on the County web page at www.sanmiguelcountyco.gov under the Planning Department Other Resources tab.

Concert

SUNSET, from page 36

The video is a cover of “American Hearts,” by A. A. Bondy, filmed in W.O.L.F. Sanctuary in Bellvue, which rescues captive-born wolves and wolf dogs and provides them a home. In the video, snow is blowing and wolves are pacing in the background as James and his friend Baker McKinney play and sing, “We were raised by wolves, and we are still wild . . .” In almost perfect timing, the wolves join in howling as James reaches the lyrics: “We howl when the troubled wind blows.”

The video only had a small number of views for several years, until it was posted to Reddit with a

catchy headline. Within a day, the video had garnered 1 million views and currently has 4 million views.

Since then, James’ music has been used as a theme for Discovery Channel’s “Yukon Men” and featured in CBS’s “Reckless” and HBO’s “Shameless.” James’ biggest score occurred when Sony PlayStation featured the song “Through the Valley” from his first album “Shadows” in the trailer for the game “The Last of Us Part II.” This exposure generated over 3 million plays on Spotify, topping the Spotify viral chart in the United Kingdom.

The space where the traditional and modern musical models converge is with live performances. Today’s musicians make their living performing live, and James tours rigorously, playing up to 175 shows a year. Tonight’s show kicks off a 30-day tour that will take James to Canada, the Midwest and East



Shawn James will play the Sunset Concert Series tonight (Wednesday) at 6 p.m. in Mountain Village. (Courtesy photo)

coast.

Who knows, perhaps someone will shoot a video of James performing tonight framed in between a perfect rainbow that will become an internet sensation, leaving viewers all over the world wondering, “What does it all mean?”

Art

ARCHITECTURE, from page 36

ride Arts’ Elodie Jacobson said. “At the end of the weekend, everyone votes on their favorite team.”

Jones said that the tours offer an intimate experience.

“We structure it with a very limited capacity; only about 300 to 350 people go through the homes on each day, so it gives everyone an opportunity to really talk to the artists, get a home tour with an architect or designer, talk to the chefs, savor the food, understand the wine that they’re drinking and really have a deep experience with the event.”

Saturday’s tour focuses on the town of Telluride with The Boarding House as the alternative venue. “The architect is going to come in from Aspen and we’re going to have the Housing Committee there, led by Amy Levek and Katherine Borsenik,” Jacobson said.

The Boarding House will have baked goods by Damon Nilsson and artwork by Boarding House tenants.

Saturday’s tour will also feature three modern-styled homes including a penthouse, a brand new home and a mountainside home. Jacobson outlined the team featured at the new home as “an amazing collaboration with Zinque Design, MiXX Projects and Sante Architects.”

“They’re working really hard to curate a bunch of artists in this beautiful home and they’re going to have the chefs from the National, Ross Martin and Erich Owen,” she said.

The mountainside home will feature virtual reality, food by Pandora Catering, Jay Einbender on the grand piano and There Bar

with libations, Jacobson said.

The last home of Saturday’s tour is the penthouse of a building originally constructed in the late 1800s. The penthouse will spotlight chef Jason Lemon, Slate Gray Gallery, architect Tommy Hein, interior designer Jeffrey Lincoln, art by Jonas Fahenstock and Goedele Vanhille, libations from Old Elk Distillery and burlesque from Telluride Theatre’s House of Shimmy Shake. “It has a ton of really awesome components,” Jacobson said.

The historical home on Saturday’s tour will feature Finn Hall, an old community center for Swedish and Finnish miners. “We are going to recreate the vibe that was once there,” Jacobson said. Finn Hall’s team includes the Telluride Historic Museum, chef Roscoe Kane, music by Porch Wood and art by Kathy Green.

Saturday’s events close with The Science of Cocktails party, a ticketed event hosted by the Pinhead Institute at the Transfer Warehouse.

Events will continue Sunday with an hour-long artist coffee talk at Gallery 81435 with DeRoberts and Zimmer at 10 a.m. The event is free and will offer baked goods by sponsor The Butcher and Baker Cafe.

Sunday also includes home tours in Mountain Village where passholders will be chauffeured from location to location in specially chartered vehicles.

The alternative venue for Mountain Village is a new project by Wright and Natalie Binder called Camp V, a boutique camping experience and collective space in Naturita. Elements of Camp V will be set up in Heritage Plaza with an Airstream and VW bus, along with DJ Katy Mason spinning 50s, 60s and 70s vinyl, custom firepits by Keith D’Angelo, gourmet bites from Shake N Dog Grub Shack and drinks from Telluride Brewing.

The Mountain Village tour will

also include a historical element with one of the first homes built on the mountain. That home will offer an outdoor installation by Katy Parnello, music by Spadefoot and food by chef Hali Terrell.

The tour will also showcase a brand new home with chef Angelee Aurillo, art by Micheline Klagsburn, floral installation by Emily Balou of Bridal Veil Floral, interactive art by visiting artist Britt Markey, music by Alex Paul and 3D style lighting by John Kirk Drogsvold.

Another modern home on the tour will offer a tea ceremony by Colin Hudon, art by local artists Frans Valk, Emily Palmquist and Alicia Nogueira, music by Luke Adanson and food by Patrick Laguens and Neil McKinley.

The remaining home on the village tour will highlight a lodge-style home from Fuse Architecture. At this home, chef Kendra Wilcox will be teaming up with metalsmith Jill Ridders who will create stainless steel, copper and bronze dining ware. “The chef and the artist are working directly really well,” Jacobson said. Additionally, the home will have a performance by the Telluride Dance Collective and art from Valerie Franzese.

The weekend will conclude with a closing party at La Marmotte where ticket holders can enjoy food, drinks and vote on their favorite home experience.

Wright said A+A is really about the people involved. “More than anything, I appreciate the team aspect. I really don’t think anything happens in life without a little bit of help from your friends,” she said.

For more information on Art + Architecture, check out the Facebook page at facebook.com/tellurideartandarchitecture or Instagram @tellurideartandarchitecture or visit the website at tellurideartandarchitecture.com

Legal Notices

PUBLIC HEARING NOTICE

The San Miguel County Board of County Commissioners has been asked to consider an application submitted by TSG Ski & Golf, LLC (Applicant), 565 Mountain Village Blvd., Mountain Village, CO 81435, owner of Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD, in the Affordable Housing PUD (AHPUD) Zone District, located on Two Rivers Drive in the Ilium Valley four miles west of the Town of Telluride off Highway 145. The Applicant seeks a Substantial PUD and Plat Amendment to modify some of the lot lines between certain lots, to amend the PUD Land Use Matrix, and to change certain allowed uses from single-family residences to duplexes and/or triplex and vice versa. A Substantial PUD and Plat Amendment requires Two-step Planning Commission and Board of County Commissioner review and approval.

This Public Hearing is the second step of a

Two-step Planning Commission and Board of County Commissioner Review pursuant to Land Use Code Section 5-1503 and Section 3-601 B. A Public Hearing on the above proposal will be held by the Board of County Commissioners on July 31, 2019, at 10:00 am at 333 West Colorado Ave., Second Floor Meeting Room, Miramonte Building, Telluride, Colorado at which time you may appear if you so desire, either in person or by agent or attorney, to ask questions or provide comments regarding the proposed use.

Written comments of more than one page may not receive complete consideration if not received by **NOON** July 24, 2019. Send written comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435 or comments can be emailed to kayes@sanmiguelcountycogov For more information on this proposed amendment, please call the Planning Department at (970) 728-3083, or a complete copy of the application can be accessed on the County web page at www.sanmiguelcountycogov under the Planning Department Other Resources tab.

COMBINED NOTICE - PUBLICATION CRS §38-38-103 FORECLOSURE SALE NO. 2019-05

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On May 14, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of San Miguel records.

Original Grantor(s)
TIM BARBER AND AMY BOLTE
Original Beneficiary(ies)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR NORTH AMERICAN SAVINGS BANK, FSB, ITS SUCCESSORS AND ASSIGNS
Current Holder of Evidence of Debt
NORTH AMERICAN SAVINGS BANK F.S.B.
Date of Deed of Trust
May 16, 2016
County of Recording
San Miguel
Recording Date of Deed of Trust
May 17, 2016
Recording Information (Reception No. and/or Book/Page No.)
442457
Original Principal Amount
\$485,212.00
Outstanding Principal Balance
\$467,157.73
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 10, SHADOOOCHI HILL SUBDIVISION, ACCORDING TO THE PLAT FILED OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OCTOBER 10, 1966 IN PLAT BOOK 20 AT RECEPTION NO. 161455. COUNTY OF SAN MIGUEL, STATE OF COLORADO. Also known by street and number as: 130 TRUNK RD, PLACERVILLE, CO 81430.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 A.M. on Thursday, 09/12/2019, at 305 W. Colorado Avenue, East entry, Telluride, CO, sell

to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)’ heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys’ fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 7/17/2019
Last Publication 8/14/2019
Name of Publication The Norwood Post & Telluride Daily Planet

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

IF THE BORROWER BELIEVES THAT A LENDER OR SERVICER HAS VIOLATED THE REQUIREMENTS FOR A SINGLE POINT OF CONTACT IN SECTION 38-38-103.1 OR THE PROHIBITION ON DUAL TRACKING IN SECTION 38-38-103.2, THE BORROWER MAY FILE A COMPLAINT WITH THE COLORADO ATTORNEY GENERAL, THE FEDERAL CONSUMER FINANCIAL PROTECTION BUREAU (CFPB), OR BOTH. THE FILING OF A COMPLAINT WILL NOT STOP THE FORECLOSURE PROCESS.

**Colorado Attorney General
1300 Broadway, 10th Floor
Denver, Colorado 80203
(800) 222-4444
www.coloradoattorneygeneral.gov
Federal Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, Iowa 52244
(855) 411-2372
www.consumerfinance.gov**

DATE: 05/14/2019
/S/: Janice M. Stout, Public Trustee in and for the County of San Miguel, State of Colorado

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Lynn Janeway #15592
Alison L. Berry #34531
David R. Doughty #40042
Nicholas H. Santarelli #46592
Elizabeth S. Marcus #16092
Sheila J. Finn #36637
Janeway Law Firm, P.C. 9800 S Meridian, Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021010

The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.

©Public Trustees’ Association of Colorado
Revised 1/2015

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1% TO THE COMMUNITY

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MOUNTAIN ROSE
REALTY
TELLURIDE, COLORADO

ANNE-BRITT OSTLUND | REAL ESTATE ADVISOR & BROKER/OWNER
TEXT/VOICE 970-759-4886

Inmate

WRITERS, from page 36

York Prison.”

Bozelko, who served six years in connection with an identity theft case, is now a freelance writer and vice president of the National Society of Newspaper Columnists. She alleges in the lawsuit that she gave Lamb her essay, which deals with prison food, in September 2017.

In an email, Lamb praised Bozelko for her writing and said he would provide her information on

payment after making a deal with a publisher, according to the lawsuit.

In May 2018, Lamb informed the writers that he sold the book and that they would be getting about \$1,400 apiece, according to the lawsuit.

Bozelko said she later made several inquiries to Lamb about getting a contract for her work on “You Don’t Know Me,” but a deal was never made, the lawsuit says. An inmate also criticizes Lamb’s editing in the lawsuit, accusing him of adding inaccuracies.

Lamb has said he plans to donate any royalties generated by the book to the state victim’s advocate office and a college education program for Connecticut inmates.

Lamb’s lawyer, Joette Katz, a former state Supreme Court justice and former state child welfare commissioner, called it a classic case of “no good deed goes unpunished.”

She asked a judge Friday to toss the lawsuit.

Lamb wrote he plans to continue with the program “if/when” the suspension is lifted.

“The purpose of the program is to give our students the opportunity to draft, revise, and share their rehabilitative writing and offer constructive feedback to the other writers in the class,” he wrote. “Publication is a by-product of the program, not the reason it exists.”

Rising from the Ashes...THE PHOENIX BEAN

DINNER PLATES 5:00 - 8:30PM

LOCAL'S SPECIAL

Steak or Salmon & Glass of Wine \$21

ALSO FEATURING

BBQ Half Chicken, Grilled Pork Chop, Smoked Brisket, Shared Plates, Sides, Desserts

The Phoenix Bean

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OREGON

Bend

WASHINGTON

Redmond
Seattle

WYOMING

Gillette
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Laramie
Sheridan

MEMORANDUM

TO: Kaye Simonson, San Miguel County Planning Director

FROM: Dan Quigley, County Engineer

DATE: May 27, 2019

SUBJECT: Review of Substantial PUD and Plat Amendment from TSG Ski and Golf, LLC

Kaye:

We have completed our review of the substantial PUD and Plat amendment documents you provided including the storm water management plan (SWMP) and current PUD plan and Plat. We take no exceptions to the proposed lot line adjustments and easement vacations with regards to subdivision storm water drainage as long as the existing SWMP is adhered to by the applicants.

NOTE: The applicants should be aware that, in addition to the noxious weed control plan requirements in Section 4-211 of the San Miguel County Land Use Code, any disturbances over 1-acre will also require a stormwater discharge permit form the Colorado Department of Public Health and Environment (CDPHE) and appropriate revisions to the existing SWMP which does not meet current requirements for Stormwater Management plans as recently adopted by CDPHE in April 2019.

Please contact me at (970) 497-8852 or dquigley@dowl.com if there are any questions about our review comments. Thank you for the opportunity to provide review services to San Miguel County

Best regards,



DOWL project No. 7122.74498.09-21



John Huebner <johnh@sanmiguelcountyco.gov>

Re: Agency Referral: TSG Ski and Golf LLC, Q Lots and Sunshine Valley Lots, Lawson Hill PUD, Substantial PUD and Plat Amendment Application

1 message

Jim Boeckel <jim@telluridefire.com>
To: John Huebner <johnh@sanmiguelcountyco.gov>

Fri, May 3, 2019 at 4:15 PM

John,

I have no objections to the PUD and plat amendment.

On Fri, May 3, 2019 at 9:21 AM John Huebner <johnh@sanmiguelcountyco.gov> wrote:

All,
Please disregard this sentence in the email below ~~The Applicant seeks an Amendment of the Telluride Regional Area Master Plan (TRAMP) to provide for the development of the Society Turn Parcel as a mixed use development project.~~ Rather, the Applicant seeks a Substantial PUD and Plat Amendment to modify some of the lot lines between certain lots, to amend the PUD Land Use Matrix, and to change certain allowed uses from single family residences to duplexes and/or a triplex. Regards,
John

John Huebner
Associate Planner
P:970-369-5437
E:johnh@sanmiguelcountyco.gov
W:www.sanmiguelcountyco.gov



----- Forwarded message -----

From: John Huebner <johnh@sanmiguelcountyco.gov>
Date: Fri, May 3, 2019 at 8:41 AM
Subject: Fwd: Agency Referral: TSG Ski and Golf LLC, Q Lots and Sunshine Valley Lots, Lawson Hill PUD, Substantial PUD and Plat Amendment Application
To: Lynn Black <lynnb@sanmiguelcountyco.gov>, Quigley, Daniel <dquigley@dowl.com>, Amy Markwell <amym@sanmiguelcountyco.gov>, Ryan Righetti <ryanr@sanmiguelcountyco.gov>, David Foley <surveyfoley@gmail.com>, Ryan Kusuno <ryan@telecampartners.com>, Shirley SMRHA Diaz <shirley@smrha.org>, Jim Boeckel <jim@telluridefire.com>, Michael Gass <mgass@telluride.k12.co.us>, Kim Montgomery <kmontgomery@mtnvillage.org>, Ross Herzog <rherzog@telluride-co.gov>, Scott Stewart <scott@goeasytours.com>, Nate Smith <nate@telluridefirm.com>
Cc: Kaye Simonson <kayes@sanmiguelcountyco.gov>

All,

For your review and comment, I have enclosed a link to an application submitted by Stephanie Solomon (Applicant), on behalf of TSG Ski & Golf LLC owner of Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD located in the Ilium Valley off County Road 63L 4 miles west of the Town of Telluride south of State Highway 145. The Applicant seeks an Amendment of the Telluride Regional Area Master Plan (TRAMP) to provide for the development of the Society Turn Parcel as a mixed use development project. For your reference the current plats (Q Lots & Sunshine Valley Condominiums) are also attached.

Contact the Planning Department if you have questions, and please provide your comments to Kay Simonson, Planning Director, at kayes@sanmiguelcountyco.gov. Regards,

[TSG-Ski--Golf-LLC-Substantial-Plat-and-PUD-Amendment-Q-Lots-Application--revised-PDF](#)

John

John Huebner
Associate Planner
P:970-369-5437
E:johnh@sanmiguelcountyco.gov
W:www.sanmiguelcountyco.gov



--

Jim Boeckel

Fire Marshal/ Battalion Chief

Telluride Fire Protection District

P.O. Box 1645

Telluride CO. 81435

Phone [970-728-3801](tel:970-728-3801) Cell [970-729-1454](tel:970-729-1454)

e-mail jim@telluridefire.com



NATE@TELLURIDEFIRM.COM

970-369-9070

P.O. BOX 1616, TELLURIDE, CO 81435

TELLURIDEFIRM.COM

May 23, 2019

Via email at kayes@sanmiguelcountyco.gov

San Miguel County, Board of County Commissioners
c/o Kaye Simonson, Planning Director
333 West Colorado Avenue
Telluride, CO 81435

RE: TSG Ski and Golf, LLC (“**TSG**”) Preliminary Application for Substantial PUD and Plat Amendment dated April 24, 2019 (the “**Application**”)

Dear Commissioners:

This firm represents the Two Rivers Homeowners Association, Inc. and the Sunshine Valley Condominiums Owners Association, Inc. (jointly, the “**Associations**”) in all matters related to the above-referenced Application. Please accept this letter as the Associations’ Application review comments.

The Associations are in support of the Application, in general, and appreciate TSG’s communication and cooperation throughout this process. The Associations do have a few minor comments related to the Application, as follows:

1. As the Associations have discussed with County staff, the Application seeks to designate SV Lot 130 as some form of open space parcel. This designation is not appropriate due to the existing and future uses of SV Lot 130. The lot is subject to vehicular access easements and parking benefiting several Sunshine Valley and Two Rivers units. The future designated use of SV Lot 130 should not only contemplate vehicular uses, but also contemplate future community uses by the Associations such as a potential pocket park and playground uses. TSG has generously agreed to convey the SV Lot 130 to the Two Rivers Homeowners Association, Inc. (the “**TR Association**”). However, the TR Association has not yet determined the nature of its use for the parcel. Any open space designation could provide unnecessary restrictions on this parcel. Accordingly, the Associations request that SV Lot 130, because it is remaining undeveloped but used for vehicular and other community needs, be identified with another designation, such as “outlot.”

2. The build out resulting from the final phases of the Application will result in dwelling units located on almost every lot along Two Rivers Drive. This build out will increase the need for reserved snow storage areas during the winter months. With parking limited along Two Rivers Drive, it would be most appropriate if the Associations and TSG contemplated snow storage areas prior to full build out. Accordingly, the Associations suggest that snow storage be allowed and/or designated on replated lots Tract OS-14R, OS-32R, and OS-SV130 (or whatever final name/designation is given to these lots). The Associations will also be contemplating snow storage areas in their own subdivision exemption application uphill along Two Rivers Drive.

Letter to County Commissioners

May 23, 2019


Page 2 of 2

Both entities appreciate TSG's cooperation and communication throughout its development planning process. The Associations ask that the Board of County Commissioners and staff consider these comments in reviewing the Application. Apart from these comments, the Associations are in full support of the Application.

Please do not hesitate to contact me if you should have any questions or concerns regarding this comment letter.

Sincerely,

SMITH LAW FIRM, P.C.

By: 
Nathaniel R. Smith, President

cc: Scott Stewart, President, Two Rivers Owners Association, Inc.
David Allen, President, Sunshine Valley Condominiums Owners Association, Inc.
Stefanie Solomon, General Counsel, TSG

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS,
SAN MIGUEL COUNTY, COLORADO,
CONDITIONALLY APPROVING A SUBSTANTIAL PLAT AND PUD AMENDMENT:
TSG SKI & GOLF LLC, LOTS Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16,
Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, AND SUNSHINE VALLEY
LOTS SV110, SV120 AND SV130, LAWSON HILL PUD (PUD), IN THE AFFORDABLE
HOUSING PUD ZONE DISTRICT**

Resolution 2019-012

WHEREAS, TSG Ski & Golf, LLC (TSG or Applicant) is the owner of Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q 19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35, and Sunshine Valley Lots SV110, SV120 and SV130, Lawson Hill PUD (PUD), hereafter “Property,” in the Affordable Housing PUD Zone District, more particularly described as shown on Exhibit A, Legal Description; and

WHEREAS, TSG has submitted an Application (Application) for Substantial PUD and Plat Amendment for the Property, in accordance with San Miguel County Land Use Code Sections 5-1503 (Final Plat and Planned Unit Development Amendments – Substantial Amendment) and 5-1803 (Rezoning); and

WHEREAS, on September 18, 2017, the Board of County Commissioners, acting as the San Miguel County Housing Authority, approved an “Exception Agreement and Affordable Housing Covenant, Equitable Servitude and Real Covenants [Q-Lots and Sunshine Valley Lots], allowing TSG to own and develop certain Ilium Q lots and three Sunshine Valley lots, as recorded at Reception Number 450783; and

WHEREAS, on March 25, 2019 the Board of County Commissioners, acting as the San Miguel County Housing Authority, approved an “Amended and Restated Exception Agreement and Affordable Housing Covenant, Equitable Servitude and Real Covenants [Q-Lots and Sunshine Valley Lots], as recorded at Reception Number 457797; and

WHEREAS, TSG is seeking a Substantial Plat and PUD Amendment to modify some of the lot lines between certain lots; to amend the PUD Land Use Matrix; and to change certain allowed uses from single family residences to duplexes and/or a triplex and vice versa, as shown on Exhibit B, Substantial PUD and Plat Amendment; and

WHEREAS, the Application was referred to the County Administrator, County Surveyor, County Attorney, County Road and Bridge Department, County Engineer, Town of Telluride, Town of Mountain Village, Telluride R-1 School District, Telluride Fire Protection District, San Miguel Regional Housing Authority, the Ilium Park POC, and the Two Rivers HOA for review and comment; and

WHEREAS, On or about May 15, 2019, the Applicant sent Notice of the application and the CPC Public meeting to be held on Wednesday, June 12, 2019 to all property owners within 500

feet of the subject parcel, and signs were posted on the property noticing the proposed use and the CPC meeting to be held on June 12, 2019; and

WHEREAS, a Public Hearing Notice for the proposed Substantial PUD and Plat Amendment and the County Planning Commission meeting to be held on June 12, 2019 was published in the Norwood Post and the Telluride Daily Planet on June 5, 2019; and

WHEREAS, at its regular meeting held on Wednesday June 12, 2019, following its consideration of this application, the referral comments provided, and public comments received prior to and during the public meeting, the County Planning Commission (CPC) unanimously recommended approval of the Substantial PUD and Plat Amendment, subject to specific terms and conditions. In making its recommendation to the Board of County Commissioners the CPC made the finding that TSG's Substantial PUD and Plat Amendment application, as proposed in the application and supplements is consistent with and complies with the review standards in Land Use Code Section 5-15, Final Plat and Planned Unit Development (PUD) Amendments, Land Use Code Section 5-18, Land Use Code Amendments and Rezoning, and the County Master Plan; and

WHEREAS, the County Planning Commission's recommendation including the terms and conditions of approval of TSG's Substantial PUD and Plat Amendment application are set forth in the minutes from the June 12, 2019 CPC meeting; and

WHEREAS, on or about June 21, 2019, the Applicant sent Notice of the application and the BOCC Public Hearing to be held on Wednesday, July 17, 2019 to all property owners within 500 feet of the subject parcel, and signs were posted on the property noticing the proposed use and the BOCC Public Hearing to be held on July 17, 2019; and

WHEREAS, at their July 17, 2019 hearing, the Board of County Commissioners continued the Application to the July 31, 2019 hearing in order to allow publication of a Public Hearing Notice; and

WHEREAS, a Public Hearing Notice for the proposed Substantial PUD and Plat Amendment and the Board of County Commissioners meeting to be held on July 31, 2019 was published in the Norwood Post and the Telluride Daily Planet on July 17, 2019; and

WHEREAS, a list of the items included in the Public Hearing Record is attached to this resolution as Exhibit C; and

WHEREAS, the Board of Commissioners of San Miguel County, Colorado, considered this application, along with relevant evidence and testimony, at a public hearing in Telluride on Wednesday, July 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of San Miguel County, Colorado, approves the TSG Ski and Golf Substantial PUD and Plat Amendment, based on the finding that the project as proposed in the application is consistent with and complies with the review standards in Land Use Code Section 5-15, Final Plat and Planned Unit Development

(PUD) Amendments, Land Use Code Section 5-18, Land Use Code Amendments and Rezoning, and the County Master Plan, with the following conditions:

1. Lots identified as “Open Space” in the proposed Land Use Matrix and on the proposed plat shall be changed to “Outlots,” with the purpose and use of those lots identified in the Plat notes.
2. Identify specific areas for snow storage within the development. Areas can include but are not limited to the “outlots.”
3. TSG shall retain the right to utilize the unused population of seven (7) people, with up to four thousand five hundred (4,500) square feet of associated floor area, for transfer and use on another property zoned AHPUD – Affordable Housing PUD, subject to County review and approval of such transfer through the appropriate PUD amendment process. TSG may utilize the unused zoned population for development of their own property or may transfer it to a qualified third party, at a price to be determined by TSG.
4. The Final Plat shall not be recorded until the signed Ilium Park POC will-serve letter has been submitted.
5. All written representations of the applicant, in the original submittal and all supplements, letters and emails, are deemed to be conditions of approval, except to the extent modified by this Motion.

DONE AND APPROVED by the Board of County Commissioners of San Miguel County, Colorado, on _____, 2019.

**SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

By: _____
Kris Holstrom, Chair

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

ATTEST:

By: _____
Carmen Warfield, Chief Deputy Clerk

EXHIBIT A – Legal Description
EXHIBIT B – Proposed Substantial PUD and Plat Amendment
EXHIBIT C – Public Hearing Record list

[Z:\Applications\2019_TSG Ski and Golf_SPP_Lawson Hill_Q Lots\1 Staff Memo(s) and Resolution(s)]

EXHIBIT A
LEGAL DESCRIPTION

LOTS Q-2, Q-5, Q-6, Q-8, Q-9, Q-10, Q-12, Q-13, Q-14, Q-16, Q-17, Q-19, Q-20, Q-21, Q-29, Q-30, Q-31, Q-32, Q-33, Q-34 AND Q-35, SUBSTANTIAL P.U.D. AND PLAT AMENDMENT AND FINAL PLAT FOR LOTS 440, 441, 442, 443, 444, TRACT 516 AND LOTS Q-2 THROUGH Q-37, SUBSTANTIAL PLAT AND PUD AMENDMENT AND REZONING FOR LOTS Q, Q-1, AND 426 OF THE LAWSON HILL P.U.D. RECORDED DECEMBER 7, 2006 IN PLAT BOOK 1 AT PAGE 3768, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

LOTS Q-3 AND Q-4, INSUBSTANTIAL PLAT AMENDMENT OF LOTS Q-3 AND Q-4, LAWSON HILL P.U.D., ACCORDING TO THE PLAT RECORDED JUNE 23, 2016 IN PLAT BOOK 1 AT PAGE 4804, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

UNITS SV110, SV120 AND SV130, SUNSHINE VALLEY CONDOMINIUMS, AND ANY AND ALL DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS, TO THE EXTENT THE SAME CONSTITUTE REAL PROPERTY RIGHTS, ACCORDING TO THE CONDOMINIUM MAPS RECORDED MAY 17, 1999 IN PLAT BOOK 1 AT PAGE 2567 AND AS AMENDED DECEMBER 21, 2000 IN PLAT BOOK 1 AT PAGE 2844 AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION RECORDED AUGUST 15, 1997 IN BOOK 585 AT PAGE 437, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

Board of County Commissioners Resolution 2019-012/Page 5

LOTS 0-2, 0-3, 0-4, 0-5, 0-6, 0-8, 0-9, 0-10, 0-12, 0-13, 0-14, 0-16, 0-17, 0-19, 0-20, 0-21, 0-23, 0-30, 0-31, 0-32, 0-33, 0-34, 0-35, SUBSTANTIAL PLAT AND PUD, AMENDMENT

EXHIBIT C
PUBLIC HEARING RECORD

Application: TSG Ski & Golf LLC
Substantial Plat and PUD Amendment for the Q Lots and Sunshine Valley
Date: July 31, 2019 **Items in bold received after the June 12, 2019 CPC meeting**

1. San Miguel County Land Use Code (Adopted 11/30/90) with all amendments to date (By Reference Only).
2. San Miguel County Comprehensive Development Plan (Adopted 8/3/78) with all amendments to date (By Reference Only).
3. **Memorandum to the San Miguel County Board of County Commissioners from Kaye Simonson, Planning Director dated July 31, 2019.**
4. **Memorandum to the San Miguel County Board of County Commissioners from Kaye Simonson, Planning Director dated July 17, 2019.**
5. **Draft Minutes of the June 12, 2019 County Planning Commission meeting.**
6. Memorandum to the San Miguel County Planning Commission from Kaye Simonson, Planning Director dated June 12, 2019.
7. Application submitted by Stephanie Solomon, General Counsel, TSG Ski & Golf LLC, owner of Lots Q2, Q3, Q4, Q5, Q6, Q8, Q9, Q10, Q12, Q13, Q14, Q16, Q17, Q19, Q20, Q21, Q29, Q30, Q31, Q32, Q33, Q34, Q35 and Sunshine Valley Lots SV110, SV120 and SV130 Lawson Hill PUD, received April 24, 2019, and **email update received July 8, 2019.**
8. Applicant's Certifications of Compliance with the public noticing requirements of the San Miguel County Land Use Code Section 3-9 dated May 15, 2019 and **June 21, 2019.**
9. Public Meeting and **Public Hearing** Notices published in the Norwood Post and Telluride Daily Planet on June 5, 2019, and **July 17, 2019.**

AGENCY COMMENTS

10. Review Memorandum received from Dan Quigley, County Engineer, DOWL, to Kaye Simonson, County Planning Director dated May 27, 2019.
11. Email received from Jim Boeckel, Fire Marshal/ Battalion Chief Telluride Fire Protection District to John Huebner, County Associate Planner dated May 3, 2019.
12. Letter received from Nate Smith, Attorney representing Two Rivers HOA and Sunshine Valley HOA, to Kaye Simonson, County Planning Director dated May 23, 2019.



AGENDA ITEM - 10.a.

TITLE:

Consideration of a resolution implementing reasonable requirements as the maximum distance "key employees" may maintain as their principal place of residency. /MOTION

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To accept and approve the resolution concerning the maximum distance of residence for key county employees.

INTRODUCTION/BACKGROUND:

Amy Markwell

Attachments

Jul 25, 2019, 4:33 PM (17 hours ago)

to me, Jennifer, Lynn, Tonya, Bill

Carmen,

The Sheriff has requested that the BOCC consider a resolution implementing reasonable requirements as the maximum distance "key employees" may maintain as their principal place of residency. I also reached out to the other elected officials to see whether they felt they had any "key employees" who should be subject to this same restriction. At this time, only the Office of the Sheriff has identified "key employees" for consideration.

The Sheriff feels this is important for his organization because he has employees who are critical to public safety and preservation of peace in fulfilling multiple statutory requirements; are not likely to have a geographic

barrier during times when their presence is needed in the county for emergency or disaster incidents; and have a heightened and time-sensitive investment in the safety and well-being of the County.

Can you please put the attached draft resolution on next week's agenda for BOCC consideration? Jenn plans to attend next week in the event there are any questions.

Thank you!

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description
Resolution

Upload Date
7/26/2019

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
SAN MIGUEL COUNTY, COLORADO
MAXIMUM DISTANCE OF RESIDENCE FOR KEY COUNTY EMPLOYEES**

Resolution #2019 - ____

WHEREAS, Article XIV, section 10 of the Colorado Constitution requires that all county elected officials be a resident of the county in which they serve for at least one year prior to running for office; and

WHEREAS, C.R.S. §8-2-120(4)(b) allows a local government to subject key employees with duties which clearly and demonstrably require them to be close to their place of employment to reasonable requirements as to the maximum distance they can live from their place of work; and

WHEREAS, the San Miguel County Board of County Commissioners, in consultation with other county elected officials, has identified several positions within San Miguel County (“County”) as qualifying as “key employees” because they are critical to public safety and preservation of peace in fulfilling multiple statutory requirements; are not likely to have a geographic barrier during times when their presence is needed in the county for emergency or disaster incidents; and have a heightened and time-sensitive investment in the safety and well-being of the County.

WHEREAS, it is in the best interest of the County that key employees be subject to reasonable requirements as to the maximum distance in which they may establish their principal residence from their place of work. A principal residence is defined as where the person spends the majority of his or her non-working time, and which is designated as their legal address and residence for voting.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The following positions within San Miguel County have been determined to qualify as key employee positions: Undersheriff, Chief Administrative Officer, Operations Sergeant(s), Operations Deputy Sheriff(s), Emergency Manager, any additional positions created by the Board of County Commissioners or any elected official in the future at the discretion of the Board of County Commissions or elected official.

Persons hired to fill any key employee position within the Office of the Sheriff shall have six (6) months from their date of hire to find a residence within twelve (12) road miles from the Sheriff’s Offices located in either Telluride or Norwood. Temporary housing may be available to the employee at their expense.

The requirement for key employees to reside within a specified distance or response time from their place of employment shall have no bearing or consequence to any negotiated housing allowance with their elected official(s).

DONE AND APPROVED by the Board of County Commissioners at a regular meeting held in Telluride, Colorado, on July 31, 2019.

**SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

Kris Holstrom, Chair

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

ATTEST:

Carmen L. Warfield, Chief Deputy Clerk



AGENDA ITEM - 10.b.

TITLE:

Discussion and request for direction on the Oil and Gas Commission Rule-making and the board's participation.

Presented by:

Time needed:

PREPARED BY:

Amy Markwell, County Attorney

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

see attached calendar

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

Cogcc Rulemaking calendar

Upload Date

7/26/2019

July 23, 2019

[illegible]



AGENDA ITEM - 10.c.

TITLE:

Update on Litigation.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			



AGENDA ITEM - 11.a.

TITLE:

12:30 p.m. Update with Acting Forest Supervisor Jerry Krueger and Deputy Forest Supervisor, Chad Stewart, Grand Mesa, Uncompahgre and Gunnison National Forests.

Presented by:

Time needed: 60 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Lynn Padgett

toCande,me,Lynn

Dear Cande,
Thanks for your call today. I'm copying Carmen Warfield, Clerk of the Board on this email.

This is to confirm that we will put a visit by Acting Forest Supervisor Chad Stewart onto the BOCC Agenda for Wednesday, July 31, 2019 at 333 W. Colorado Ave, 2nd Floor Meet metered (paid) parking close-in and free 2-hour parking about a block away.

We are requesting that Chad be scheduled from 10:00 to 10:30am, and the final agenda times will be confirmed by the Friday before the meeting.

Best,
LynnP

FISCAL IMPACT:

Contract Number:	Date Executed	End Date
YYYY-###		
Description:		